



PLEASE ENROLL ME IN THE STABLE PROPANE PLAN TODAY!

Customer Name: _____ Address: _____ Account#: _____

X _____
Customer signature Date Email Address

Auto Pay Option. We draft your account each month. (Complete Section Below)

I authorize Folger Gas L.L.C. to draft my monthly budget payment from the financial institution listed below. The draft will occur each month. I understand if charges are declined by my bank or credit card provider, I will be contacted immediately by Folger Gas L.L.C. to ensure uninterrupted service and may be subject to a processing fee of \$35.

CHECK ONE:

_____ Checking Acct (attach a "void" check) _____ Savings Acct (attach a "void" withdrawal/deposit slip)
_____ Credit Card (Auto Draft Monthly) _____ Credit Card (1st Month Only)

Account Information: Checking or Savings

Name of your bank: _____

Print your name as shown on your account: _____

Your signature as accepted by your bank: _____

Bank Routing #: _____ Bank Account #: _____

REMEMBER TO INCLUDE A VOIDED CHECK FROM THE BANK ACCOUNT TO BE DRAFTED

Account Information: Credit Card (We accept Visa, MasterCard, and Discover)

Credit Card (Check one): _____ Visa _____ MasterCard _____ Discover

Print your name as shown on card: _____

Card #: _____

Exp. Date: _____ CCV #: _____

STABLE PROGRAM TERMS AND CONDITIONS

- 1. I understand my first payment is due on May 20th, 2023. Each subsequent monthly payment is due when billed each month thereafter.
2. I understand that these Stable Payment Plan terms and conditions are supplemental to my customer agreement. By executing this agreement, I agree to all terms contained herein and in my customer agreement, including charging a RCC fee charge per delivery and a monthly maintenance fee of \$14.95 (fee subject to change based on market conditions)
3. If I default on my monthly payments contemplated by agreeing to this program, I agree that any balance due on my account shall become due and payable at once and this Stable Payment Plan may be terminated in Company's sole and absolute discretion. Upon termination of the Stable Payment Plan, customer will lose all privileges of the plan. I will additionally be subjected to a \$125.00 cancellation fee. All past due balances are subject to a 1.5% late fee per month until balance is paid in full. In addition, I agree to pay reasonable attorney's fees in the amount of 15% or \$150.00 whichever is greater on any amount I owe to Company.
4. The contract period for this Stable Payment Plan is May 1st, 2023 to April 30, 2024 annually and may renew thereafter for additional periods of like duration. Monthly payments for the Stable Payment Plan coverage will be recomputed annually on market conditions at time of renewal.
5. I understand that the Stable Payment Plan is a form of protection against fluctuating gas prices and severe temperature variations. I understand that in the event of a usage change my monthly payment can change.
6. Company will notify me if the terms of this agreement change for the new contract period or if the monthly payment is adjusted. The notice will be in the form of a revised bill. Payment of the revised bill will constitute acceptance of the new terms and monthly amount.
7. If I do not wish to renew this program, I will advise company in writing on or before the end of program year. Cancellation of the Stable Payment Plan coverage prior to expiration of the contract period will result in an additional cancellation fee as mentioned in paragraph 3.
8. Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of equipment and product on the premises and will indemnify and hold Company and its agents, employees and owners harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean up, abatement or remediation) arising from or relating to (a) any loss or damage to the equipment or any component arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack thereof on the equipment or product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this agreement, including, without limitation, customers failure to maintain appropriate levels of product at the premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the premises), (c) any return or repossession of the equipment by company or its designee, except to the extent directly caused by company's gross negligence or willful misconduct.
9. We reserve the right to terminate this program at any time.

In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT