



Sales-Installation-Service of: Propane Gas-
Hearth-Fine Appliances-Grills
Contractor Registration Number PA014729

Important Information for New Customers

Thank you, for your interest in allowing Trexler-Haines, Inc. to serve your propane needs. As a family owned and operated business, we have served our customers in the Lehigh and Upper Perkiomen Valley since 1935. We pride ourselves on that record of service.

The most important element of serving customers propane needs is **SAFETY**. Your safety, the safety of your family and guests, and the general public are of paramount importance to us. For that reason, we participate in the **GAS Check program** developed by the National Propane Gas Association and the Gas Appliance Manufacturer's Association. Every time a new customer opens an account or has major modifications done to the propane system, we perform a GAS Check to ensure that the system is safe, operating at peak efficiency, and that the customer understands the operation of the propane appliances and knows how to secure the system should they have a propane leak. While rare, leaks can occur and represent the greatest danger to a propane user. We think it is essential that you know what to do if this should happen to your propane system.

The GAS Check consists of consumer education on the safe operation of the appliances, a leak check of the entire propane system and the appliances, an operational check of each appliance and a check of the regulators and container storing the propane at your location. Because consumer education is so important, **you must be home** for the GAS Check, which generally takes about an hour to complete depending on the number of appliances you operate on propane.

The cost of the GAS Check is \$90.00 plus tax, and we ask that you send in your check for \$95.40 with this application so that we may quickly process your account and schedule the GAS Check for you. Please be sure to indicate a daytime phone number so our staff can contact you promptly to schedule this appointment or clarify any questions.

Thanks again for choosing Trexler-Haines, Inc. We welcome you to our family of safe, efficient, environmentally friendly propane users.

Sincerely,

The Trexler-Haines Customer Service Team

6635 Tilghman Street~Allentown, PA 18106~Phone (610) 395-2525~Fax (610) 395-5142
640 Gravel Pike~Route 29~East Greenville, PA 18041~Phone (215) 679-7909~Fax (215) 679-9255
E-mail:customerservice@trexlerhainegas.com ~ www.trexlerhainegas.com
Toll Free 1-877-Trexler ~ Locally Owned and Operated Since 1935

Please Return



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Dear New Propane Customer,

We at Trexler-Haines, Inc. pride ourselves on providing quality installations and propane service. We have been in the propane business for over 75 years and, as our customer’s needs have changed, so have we. Trexler-Haines is a full service propane supplier, providing such services as tank installations, appliance service and, in many cases, automatic delivery scheduling. We can provide a variety of tank installations to suit your needs. We also have underground and larger horizontal tanks for larger consumption needs. During the installation, we also perform a Gas Appliance System Check, (GAS Check), to ensure that the system is operating properly and safely.

Please complete the form below and return it with your enclosed paperwork. This information will help expedite the set-up and installation of you new propane service.

Directions to your home or business from a major road (i.e. Rt.78, Rt.22, Rt.29, Rt.309)

Please circle below any of the following for which you will be using propane:

Pool Heat Home Heating Hot Water Cooking Clothes Dryer

Forklift Fireplace Space Heating Grain Dryer

Commercial Cooling

Other_____

Thank you for your time!!!

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**PROPANE • FINE APPLIANCES
HEARTH PRODUCTS • GRILLS**

Trexler-Haines, Inc.
6635 Tilghman Street
Allentown, PA 18106

PA014729

Phone: 1-877-Trexler
Fax: 610-395-5142
www.TrexlerHaines.com

CREDIT APPLICATION RESIDENTIAL CUSTOMER AGREEMENT

APPLICANT INFORMATION			
Applicant's Last Name	First Name	MI	Social Security No
Co-Applicant's Last Name	First Name	MI	Social Security No
Daytime Phone	Evening Phone	Fax	E-Mail
MAILING ADDRESS			
Street	APT#	<input type="checkbox"/> Own <input type="checkbox"/> Rent How Long _____	
City	State	Zip	Landlord or Mortgage Holder:
PROPANE DELIVERY ADDRESS			
Street	APT#	<input type="checkbox"/> Own <input type="checkbox"/> Rent How Long _____	
City	State	Zip	Landlord or Mortgage Holder:
PREVIOUS ADDRESS			
Street	APT#	<input type="checkbox"/> Own <input type="checkbox"/> Rent How Long _____	
City	State	Zip	Landlord or Mortgage Holder:

I. Upon credit approval of Applicant and Co-Applicant if jointly occupied (hereinafter "Applicant"), Trexler-Haines, Inc. ("THI") agrees to: install on the premises of Applicant the following equipment and related appurtenances, regulators, connections and support items for propane service:

_____ (hereinafter the "Equipment").

II. All Equipment owned by THI will remain property of THI. From time to time, THI may change the Equipment to coincide with Applicant's usage and government regulations. THI will be allowed access to the delivery address at any time to inspect, service, remove, replace or move any part of the Equipment owned by THI. Only authorized representatives of THI will deliver propane, provide service or have contact with the Equipment. Applicant agrees to keep the area around the Equipment free of landscaping, debris and other hazards, including animals, which may damage the Equipment or cause injury to THI representatives. Applicant will not in any way alter, deface or destroy any of the Equipment.

III. There shall be a minimum annual purchase of _____ gallons of propane. If Applicant fails to purchase the minimum amount of propane from THI, Applicant will be subject to a minimum annual fee as stated on THI's fee schedule.

By initialing here, applicant acknowledges receipt of THI's fee schedule. _____/_____

IV. THI maintains personal injury liability insurance in the amount of \$1,000,000, and THI maintains insurance covering claims for damage to or destruction of tangible personal property in the amount of \$1,000,000.

V. The official registration number of Trexler-Haines, Inc. can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

VI. THERE ARE IMPORTANT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT THAT ARE A PART OF THIS AGREEMENT. APPLICANT SHOULD REVIEW THOSE PROVISIONS CAREFULLY AS THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. APPLICANT SHOULD CONSULT AN ATTORNEY IF APPLICANT HAS ANY QUESTIONS.

In witness whereof, Applicant and THI have executed and delivered this Agreement the day and year written above. THI is authorized to: (1) perform an evaluation of Applicant(s)' credit history, (2) report Applicant(s)' credit performance under any agreement entered into with THI, and (3) request a consumer credit report in connection with this Agreement, and upon request, THI will inform Applicant of the name and address of the consumer reporting agency furnishing the credit report.

Applicant's Signature	Print Name	Date
Co-Applicant's Signature	Print Name	Date
THI Representative's Signature	Print Name	Date

Trexler-Haines, Inc. Credit Application and Tank Agreement Terms of Service

1. Charges. Applicant hereby agrees to pay all amounts due and owing to Trexler-Haines, Inc. ("THI") for the services performed for Applicant pursuant to a fee schedule maintained by THI, a copy of which is attached hereto. In addition to the scheduled fees, THI reserves the right to bill for costs and delays resulting from unforeseen or unknown conditions of Applicant's property on a time and materials basis. Fees for services included on the schedule shall also be billed on a time and materials basis. The minimum labor charge, if labor charges are applicable, is for one-half hour and the labor rate charged per hour is subject to change by THI. A copy of THI's current labor rates is attached hereto. THI reserves the right to charge a fee in the event that THI makes a scheduled appointment at the property and THI is denied reasonable access to perform the scheduled services or is unable to perform scheduled services through no fault of THI and must make a subsequent return trip. THI also reserves the right to charge Applicant for responses to emergency calls from Applicant, which prove to be "false alarms". Fees for "non-access" and "false alarms" and a "trip charge" shall be listed on the fee schedule maintained by THI. Further, Applicant hereby agrees to pay all amounts due and owing to THI for the services performed for customer on a time and materials basis plus all applicable taxes and surcharges required by THI's compliance with state and federal regulations.

By initialing here, Applicant is acknowledging receipt of THI's fee schedule and current labor rates. _____/_____

2. Safety. Applicant agrees to operate its property so that use of Equipment and propane delivered by THI will not violate any federal, state, or local safety law. Failure to correct any violation of such a law within ten (10) days notice of the condition from THI or any government agency shall be grounds for termination of this Agreement. Applicant agrees that THI has the right to immediately render non-operational any existing propane system deemed to be unsafe by the THI. Applicant agrees to notify THI immediately if Applicant believes there may be a problem with the Equipment such as, but not limited to a gas odor, leak, puncture or other potential hazard.

3. Authorization to Perform Work. Applicant hereby authorizes THI access to Applicant's property to perform the services as described in this Agreement. Access to all areas required for the performance of the work is to be clear of all debris, obstructions and hazards, including the presence of all dangerous or potentially dangerous pets or animals.

4. Changes. Changes in the work may be accomplished after execution of this Agreement by a written instrument signed by Applicant and THI evidencing their agreement to the change in the work, the amount of adjustment, if any, in the price and the adjustment, if any, to the expected date of completion ("Change Order"). It is expressly agreed that neither party shall assert any waiver of this requirement or assert that any change, alteration, variation or "extra" has been agreed to orally or other than by execution of a Change Order.

5. Time. If THI is prevented from completing performance of any or all of its obligations under this Agreement by an act of God, the conduct of third parties, or any other occurrence beyond its control, then THI shall be excused from performance as long as reasonably necessary.

6. Terms. (Not applicable to C.O.D.): Payments not received within thirty (30) days after the delivery or service are subject to finance charges of 1.5% (18% Annual Percentage Rate). The minimum finance charge is \$.50. Finance charges are computed until the date payment is received and begin on the date of service by THI. Please allow at least five (5) business days for mail delivery.

7. Taxes; Security Deposits. Applicant will be solely responsible to pay all taxes imposed on all sales, rentals and services under this Agreement, whether or not billed by THI. Security deposits shall not earn interest unless required by law. Security deposits shall not constitute a rental payment or a final rental payment. THI reserves the right to deduct from the Security Deposit in the event of (1) damage to Equipment that is in excess of normal wear and tear sustained by equipment, and (2) any balance owed by Applicant after the Termination of the Agreement. THI will return all security deposits, net of any amounts due to THI.

8. Account Termination and Collection. An account may be referred to a collection agency, terminated and/or the tank may be locked and all THI Equipment removed if payment in full is not received within sixty (60) days after a delivery or service is provided. However, if Applicant has given THI notice that it refuses to pay any outstanding amounts due, THI reserves the right to remove the equipment, within a reasonable time, upon receipt of such notice. Applicant grants access to THI for such removal. Applicant will be responsible for paying the past due balance and a service charge to remove the Equipment. If Applicant chooses to terminate service with THI, any balance on Applicant's account will become immediately due and owing. Equipment removal fees may also apply. Delivery and services may be suspended if payment in full is not made within thirty (30) days after delivery.

9. Returned Checks. All returned checks are subject to a bank charge and a THI handling fee as allowable by law. A returned check may result in the loss of credit with THI. If a check is returned by a C.O.D. Applicant, THI will cease deliveries, remove any equipment, within a reasonable time, and assess a removal fee, termination fee and/or pump-out fee, which shall be listed on the schedule of fees maintained by THI.

10. Right of Rescission. Applicant has the right to rescind this Agreement without incurring any penalty by delivering written notice of his or her rescission of this Agreement to THI within three (3) business days of the date of execution of this contract. THI shall promptly refund the security deposit, if any, to Applicant if the contract is rescinded.

11. Limited Warranty. THI warrants to Applicant that materials and equipment furnished under this Agreement shall be of good quality and new unless otherwise required or permitted by this contract, that the work performed shall conform to this Agreement. Work not conforming to these requirements, including substitutions not agreed to pursuant to a Change Order, may be considered defective. This warranty EXCLUDES remedy for damage or defect caused by abuse, modifications not executed by THI, insufficient maintenance, improper operation, or wear and tear under normal usage. **THI EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE and THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.**

12. Miscellaneous Provisions. (a) This Agreement shall be governed under and construed under the laws of the Commonwealth of Pennsylvania without regard to any conflicts of law or choice of law rules that would require the application of the laws of any other jurisdiction. All claims and/or disputes arising out of or related to this contract shall be brought in the Court of Common Pleas of Lehigh County, Pennsylvania or, if based solely upon federal law, in the United States District Court for the Eastern District of Pennsylvania. (b) Each Applicant, if more than one Applicant, shall be jointly and severally liable for all obligations pursuant to the terms of this Agreement. (c) If any term of this Agreement is found to be invalid under applicable law, this Agreement shall be interpreted as if such invalid term has been omitted. (d) This Agreement contains the complete and exclusive agreement of the parties hereto and supersedes any and all other agreements or understandings prior to the execution hereof and shall be amended only by a writing signed by all parties. (e) THI may assign this Agreement to its successors or affiliates at any time provided that THI provides Applicant with a written notice containing the address, telephone number and contractor number of the assignee. (f) If Co-Applicant does not also sign this Agreement, Applicant represents that he/she is authorized to sign this Agreement on behalf of Co-Applicant.

Applicant hereby acknowledges that he/she has read and received a copy of the terms and conditions on this Agreement _____/_____