

# ABACO Energy Services

5359 Mica Dr. • Bismarck, ND 58503 • stschider@abacogroup.us • www.abacogroup.us  
701.751.1661 (DIRECT) • 877.354.4155 (TOLL-FREE) • 701.751.3095 (FAX)

**ABACO USE ONLY**

**CUSTOMER:** \_\_\_\_\_

**ACCOUNT NO:** \_\_\_\_\_

## CUSTOMER SERVICE AND CREDIT AGREEMENT

All customers desiring to purchase propane from ABACO Energy Services, LLC (“ABACO”) must complete and deliver to ABACO this CUSTOMER SERVICE AND CREDIT AGREEMENT. This document must be completed in its entirety and signed by all responsible parties. The following Customer Service and Credit Agreement document is designed to notify you of ABACO’s service and credit policies, to assure ABACO has your necessary contact information and to insure ABACO billings for propane provided to you, the customer, are paid in a prompt manner.

This Agreement shall remain in full force and effect until we receive written notice of cancellation from you and until all billings for propane provided to you are paid in full.

If you have any questions regarding this form or our policies, please contact us at 1-701-751-1661 or 701-226-9558, or write to us at ABACO ENERGY SERVICES, LLC, C/O Su-Lin Tschider, 5359 Mica Dr., Bismarck, North Dakota 58503.

(Please type or print all responses)

This Agreement made and entered into by and between ABACO Energy Services, LLC (hereinafter referred to as “ABACO”) and the following applicant/customer/responsible party (hereinafter collectively referred to as “Responsible Party” or “Customer”):

**PROPERTY ADDRESS:**

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Do you own or rent the property at this service address? \_\_\_\_\_ Own \_\_\_\_\_ Rent

Name of Owner: \_\_\_\_\_ Owner’s Telephone Number: \_\_\_\_\_

Owner’s Address: \_\_\_\_\_

**DATE PROPANE SERVICE TO BEGIN (dd/mm/yyyy):** \_\_\_\_\_

**CUSTOMER/RESPONSIBLE PARTY INFORMATION:**

Customer Name (Billing Name): Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Social Security #/EIN: \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

**ADDITIONAL RESPONSIBLE PARTIES:**

Other parties jointly responsible for the payment of the propane bill (such as your spouse or roommates. Signatures required).

Name: Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

**THIRD PARTY INFORMATION:**

Third Parties authorized to access information or act on your behalf (not responsible, no signatures required).

Name: Last: \_\_\_\_\_ Middle: \_\_\_\_\_ M.I.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: Last: \_\_\_\_\_ Middle: \_\_\_\_\_ M.I.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**BILLING ADDRESS:** (Only if different from mailing address set forth above):

Street: \_\_\_\_\_

Suite/Apartment #: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION AND PHONE NUMBERS:** (only if different from above)

Contact Person: \_\_\_\_\_

Street: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**TERMS AND CONDITIONS**

- 1. **RESPONSIBLE PARTY INFORMATION:** It is the Responsible Party's obligation to promptly notify ABACO, in writing, of any changes to any of the information contained on this ABACO ENERGY SERVICES, LLC - CUSTOMER SERVICE AND CREDIT AGREEMENT including,

without limitations, Responsible Party's billing and/or physical address, the Responsible Party's relevant phone numbers, including those of emergency contacts, and the Responsible Party's credit information.

2. **RESPONSIBILITY FOR EQUIPMENT:** ABACO's responsibility for equipment ends at the outlet side of the propane meter. ABACO is not responsible for and does not inspect, test, service, repair or replace any pipes, valves or other items beyond the outlet side of the meter, including the coupling thereto. Such items are the sole responsibility of customer or customer's landlord. The Responsible Party shall make arrangements, either personally or by and through their landlord, for any and all maintenance, repairs or replacements of equipment beyond the outlet side of the propane meter, including, without limitation, relighting, maintenance or repair of furnaces, fireplaces, water heaters, or any other plant, equipment or appliances which receive and/or utilize propane from the ABACO system.
  
3. **OBLIGATION TO NOTIFY ABACO:** It is the Responsible Party's obligation to immediately notify the Responsible Party's landlord, responsible Party's local service/maintenance provider, and ABACO in the event the Responsible Party becomes aware of damage to the ABACO system, including the meter and pipes supplying propane to the system, or in the event the customer becomes aware or is notified of leaking propane.
  
4. **RELEVANT TIME TABLES:** The following time table is applicable to ABACO's billings to the Responsible Party for propane and the Responsible Party's payment of billings.

Relevant Date	Description	Explanation
Day 0	Billing Date	Date on billing statement
Day 14	Billing Due Date	All bills issued by ABACO for propane are fully due and payable within 14 days from the billing date.

Day 20	Automatic payment date	In the event a billing is not paid within 20 days from the billing date, an automatic payment will be effected by ABACO from the customer's credit card, cash deposit and/or bank account.
Day 21	Final Notice	In the event the automatic payment referenced directly above fails for any reason and in the event an account is more than 21 days past due, a final written notice will be mailed to the Responsible Party at the address set forth herein; which document will notify the Responsible Party that service will be terminated if full payment is not received within 10 days from the date of the mailing of the final notice document.
Day 31	Termination of Service	In the event full payment on an outstanding invoice is not received within 31 days from the date of the invoice, termination of service will occur without any additional notice to the Responsible Party. The meter will be shut off, propane service will terminate and the delinquent account will be turned over to a collection agency for collection purposes.

Please be advised that time shall be deemed of the essence of each and every time period set forth above.

**5. AUTOMATIC BILL PAY:** All customers are encouraged to sign up for and utilize automatic bill pay. It is a free service. With automatic bill pay, you, the customer, will receive your monthly invoice but will not have to worry about paying your bill on time or taking the extra time to draft a check and mail your payment. Automatic bill pay is performed automatically from your bank account or credit card. Automatic payments will be made on the due date of an invoice; which is 14 days from the billing date.

**6. SECURITY FOR PAYMENT OF INVOICES:** All customers who do not sign up for automatic bill pay must provide ABACO with any one (1) or more of the following, at ABACO's sole discretion: a) a credit card payment authorization(s); b) bank account information and automatic payment authorization; and/or c) a cash security deposit in a sum to be determined by ABACO. As referenced herein, accounts not paid within 14 days of the billing date are deemed past due. The Responsible Party agrees to execute and delivery to ABACO any and all documentation deemed reasonable and necessary by ABACO to effect a payment of any and all past due invoices by way of a draw on the Responsible Party's bank account and/or credit card or, in the absence of such credit card or bank account information, customer will deposit with ABACO a cash security deposit in a sum to be determined by ABACO.

7. **TERMINATION OF SERVICE:** ABACO, in ABACO's sole and absolute discretion, reserves the right to suspend or terminate service to any property if an account(s) is delinquent for thirty-one (31) days or more from the billing date or in the event of a) meter tampering, b) fraud, c) negligent acts by or on behalf of the Responsible Party, d) safety issues, e) the closing of credit card or bank accounts without prior notice to ABACO, or f) any other reason which causes ABACO, in ABACO's sole discretion, to deem itself as insecure or at risk.
  
8. **PRIOR NOTICE OF TERMINATION:** ABACO may, **but shall not be required or obligated**, to mail to the Responsible Party, at the address set forth herein, or any successor address as is noticed by Responsible Party to ABACO, written notice of the imminent termination of the customer's propane supply. The mailing of an imminent termination of propane supply notice to a customer or responsible party shall not be deemed as an obligation by ABACO to mail such notices in the event of a subsequent default(s) by the Responsible Party.
  
9. **DISCLAIMER OF LIABILITY:** It shall be the Responsible Party's sole and absolute responsibility to pay the ABACO invoice for propane in a timely manner and to insure that ABACO has current mailing and contact information for any and all Responsible Parties. Under no circumstance shall ABACO be responsible or liable for any damage caused, in whole or in part, by the Responsible Party's failure to keep ABACO apprised of the Responsible Party's then current mailing address and contact information. Further, in the event service is terminated by ABACO, for any reason, it shall be the Responsible Party's sole and absolute obligation to take those steps deemed reasonable and necessary by Responsible Party to prevent loss or damage, including damage resulting from freezing, to the affected property. Further, although ABACO shall strive to provide a constant source and supply of propane to the subject premises, ABACO shall not be liable for damages to person or property which result, in whole or in part, from an interruption of propane supply caused, in whole or in part, by inclement weather, interrupted or delayed replacement or repair part deliveries, interrupted or delayed propane product deliveries by third party suppliers, the acts or failures to act of third parties over whom ABACO has reasonable no control, strike, fire, war, acts of terrorism, acts of God, equipment failure, or any other cause which is beyond the reasonable control of ABACO.
  
10. **ADDITIONAL FEES:** Responsible Party agrees that ABACO shall charge the customer additional/incremental fees for the following services:
  - a. New service requests not currently having meter or service;
  - b. New service requests from existing meters that need to be turned on;

- c. Reconnect of service after disconnect or termination.
- d. Special meter reads.

ABACO will provide cost estimates for the foregoing services upon the Responsible Party's request.

**11. ARBITRATION:** Excepting an action designed solely to collect unpaid propane invoices, any and all disputes concerning the interpretation or enforcement of this Agreement shall be resolved by binding arbitration, which arbitration shall be conducted pursuant to the rules of the American Arbitration Association. The arbitration proceeding and/or the collection action, if any, shall be venued in Gallatin County, Montana and which arbitration proceeding shall be conducted pursuant to the rules of the American Arbitration Association.

**12. ENTIRE AGREEMENT:** This document contains the entire agreement between the parties. Any and all prior discussions, negotiations and/or agreements are deemed merged into this Agreement.

\_\_\_\_\_ YES, sign me up for FREE Automatic Bill Pay.

\_\_\_\_\_ NO, I do not wish to be on Automatic Bill Pay but I do authorize Abaco Energy to pay any and all bills that are 20 days old or older from the account information provided.

**ALL RESPONSIBLE PARTIES MUST SIGN**

The foregoing terms are accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ (Print Name) \_\_\_\_\_ (PrintName)

Responsible Party

Responsible Party

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## BANK AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT TO ABACO ENERGY SERVICES, LLC PROPANE BILLINGS

Name of Account Owner: \_\_\_\_\_

Address of Account Owner: \_\_\_\_\_

Telephone Number of Account Owner: \_\_\_\_\_

Service Address: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution: \_\_\_\_\_

Telephone Number of Financial Institution: \_\_\_\_\_

Description of Account (Checking, Etc.): \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

**YOUR UNDERSIGNED, AS THE OWNER/DEPOSITOR OF THE ABOVE-DESCRIBED FINANCIAL ACCOUNT, HEREIN AND HEREBY AUTHORIZES THE ABOVE-DESCRIBED FINANCIAL INSTITUTION TO ACCEPT AND PAY ANY AND ALL INVOICES, PAYMENT DEMANDS OR REQUESTS FOR WITHDRAWALS FROM THE HEREIN DESCRIBED ACCOUNT INITIATED BY ABACO ENERGY SERVICES, LLC. THIS AUTHORIZATION MAY BE TERMINATED BY ME BY WRITTEN NOTICE, ONLY, DELIVERED TO THE ABOVE-DESCRIBED FINANCIAL INSTITUTION. I UNDERSTAND THAT BY EXECUTING THIS DOCUMENT, I AUTHORIZE THE FINANCIAL INSTITUTION TO DRAW MONEY FROM MY ACCOUNT AND PAY THE SAME TO ABACO ENERGY SERVICES, LLC. ATTACHED HERETO IS A COPY OF A "VOIDED" CHECK SPECIFICALLY IDENTIFYING MY ACCOUNT.**

Date: \_\_\_\_\_  
Account Owner/Depositor

Date: \_\_\_\_\_  
Account Owner/Depositor

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## CREDIT CARD AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT TO ABACO ENERGY SERVICES, LLC PROPANE BILLINGS

Name of Credit Card Owner/Holder: \_\_\_\_\_

Address of Credit Card Account Owner/Holder: \_\_\_\_\_

Telephone Number of Credit Card Account Owner/Holder: \_\_\_\_\_

Service Address: \_\_\_\_\_

Type of Credit Card: VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER (Circle One)

Credit Card Number: \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_

Credit Card Security Code (last three digits on back of card): \_\_\_\_\_  
(If American Express, four digits on front of card above credit card number)

Service Address: \_\_\_\_\_

**YOUR UNDERSIGNED, AS THE OWNER/HOLDER OF THE ABOVE-DESCRIBED CREDIT CARD, HEREIN AND HEREBY AUTHORIZES THE ABOVE-DESCRIBED CREDIT CARD COMPANY TO ACCEPT AND PAY ANY AND ALL CHARGES AGAINST THE HEREIN DESCRIBED CREDIT CARD ACCOUNT INITIATED BY ABACO ENERGY SERVICES, LLC. THIS AUTHORIZATION MAY BE TERMINATED BY ME BY WRITTEN NOTICE, ONLY, DELIVERED TO THE ABOVE-DESCRIBED CREDIT CARD COMPANY, ONLY. I UNDERSTAND THAT BY EXECUTING THIS DOCUMENT, I AUTHORIZE THE CREDIT CARD COMPANY TO PAY MONETARY FUNDS TO ABACO ENERGY SERVICES, LLC. AND CHARGE MY ACCOUNT ACCORDINGLY. ATTACHED HERETO IS A PHOTOCOPY OF THE FRONT AND BACK OF MY CREDIT CARD.**

Date: \_\_\_\_\_  
Credit Card Holder/Owner

Date: \_\_\_\_\_  
Credit Card Holder/Owner