

ER Energy, Inc. 3371 N. State Street Ukiah, CA 95482 phone 707-462-5554 fax 707-462-2337

Agreement Date: _____ Account Number _____ Account Representative _____

Name "Customer" _____ Social Security Number _____

Spouse's Name _____ Social Security Number _____

Home Telephone Number _____ Business Telephone Number _____

Cell Telephone Number _____ Fax Number _____

E-mail Address _____ *Please contact your local office to receive paper statements/invoices

Billing Address _____ City _____ State _____ Zip _____

Delivery Address _____ City _____ State _____ Zip _____

Previous Address _____ City _____ State _____ Zip _____

Own Home _____ Rent Home _____ Landlord Name & Telephone _____

Employer Name & Address _____

Spouse's Employer & Address _____

Personal Reference Name _____ Telephone Number _____

Personal Reference Name _____ Telephone Number _____

Customer authorizes ER ENERGY, INC. to conduct a credit check to evaluate his/her credit prior to ER Energy's acceptance of this Agreement.

Subject to applicable law or regulation, ER ENERGY, INC. may at any time without notice, cause or liability to customer's obligation to ER ENERGY, INC., reduce or cancel credit available to customer, refuse to make any further sales and revoke the card lock charge card upon ER ENERGY, INC.'s demand.

EEL RIVER FUELS, INC shall not be liable to Customer, Customer's employees or any third party for personal injury, property or other damage, loss or expense unless resulting from the sole negligence of ER ENERGY, INC.

ER ENERGY, INC. may from time to time and at its sole discretion, waive or decline to enforce any of its rights to this agreement by action such as forgiving delinquency, accepting a partial payment or making sales for more than the credit line, without affecting any other of ER ENERGY, INC.'s rights hereunder.

FINANCE CHARGES: No finance charge will be made on the balance shown on the billing statement if payment is received in full within 30 days of delivery. The monthly periodic finance charge is assessed at a rate of 1.5% (18% Annual Percentage Rate) to past due accounts. Customer agrees to pay attorney's fees and other collection costs if outside collection methods are required. All litigation will take place in Mendocino County.

PRODUCT: PROPANE

DELIVERY SCHEDULE: KEEP FULL _____ WILL CALL _____

Signature x _____ Date _____

Print Name _____

Office Use Only: Established Credit Amount \$ _____