

TERMS OF CREDIT AGREEMENT

1. In consideration of MORRIS PROPANE, LLC extending credit or permitting charges, the business entity or individual specified herein, and the individual who signs and executes this Application, jointly and severally, assume full responsibility for all bills and charges incurred as a result of this Application and any charges. This Application and all of its terms shall be part of all charges and purchases which are made on the open credit account.
2. The foregoing information is provided as a basis for opening a credit account with MORRIS PROPANE, LLC and is warranted to be true. Terms are net amount due by the tenth (10th) of the month following charge/purchase, with a late payment fee of \$25.00 per month and with finance charges of eighteen percent (18%) annual percentage rate on any amount past due.
3. I hereby authorize the previously referenced firms and all banking institutions to furnish information requested by MORRIS PROPANE, LLC to process this Application, to maintain current credit information and to collect amounts due; and I agree that said entities shall not be liable for any claim or damages as a result of furnishing the requested information.
4. The person or entity seeking an open credit account with MORRIS PROPANE, LLC or utilizing the same does hereby agree to be responsible for and to pay any amounts charged against the credit account by employees or representatives of the person or entity seeking the open credit account. In addition, the individual signing below agrees to be individually, jointly and severally, liable with the business entity which is seeking the open credit account in the event the entity seeking the open credit account is a business, for all purchases and charges on the account.
5. In the event this Application for open credit account is for a business, the individual signing this Application on behalf of the business entity hereby certifies, warrants, and guarantees that he/she is duly authorized by the business entity specified to sign and execute this Application on behalf of the designated business entity.
6. All purchases and charges under the account shall be due and payable in Monticello, Jefferson County, Florida; and the person or entity seeking the open credit account and the individual who signs and executes this Application agree that venue shall be in Jefferson County, Florida, or such other location as is determined and selected in writing MORRIS PROPANE, LLC.
7. In the event any charges and purchases made on the account are not promptly paid when due and in the MORRIS PROPANE, LLC refers the delinquent account to an attorney for collection or other appropriate legal action, the person, or entity seeking the account hereby expressly agrees to pay all costs of such referral or collection, including reasonable attorneys' fees at pre-trial, trial and appellate levels, and in bankruptcy/insolvency proceedings. In addition, in the event this Application for open credit account is for a business, the individual signing this Application on behalf of the business entity hereby individually agrees to be jointly and severally responsible for all costs of referral or collection including reasonable attorneys' fees at pre-trial, trial and appellate levels and in bankruptcy/insolvency proceedings.
8. Customer hereby grants MORRIS PROPANE, LLC a security interest in all petroleum and gas product now or hereinafter placed on or delivered to the premises or customer and all products with which it may be commingled to the extent necessary to make payment to MORRIS PROPANE, LLC for all monies due to MORRIS PROPANE, LLC.
9. All amounts charged on the credit account and all purchases made on the account shall be due and payable regardless of satisfaction with any parts or products, and without deduction, set-off or counterclaim.
10. MORRIS PROPANE, LLC make no express or implied warranties, guarantees, conditions, or representations, including any implied warranties of merchantability or fitness for a particular purpose with respect to any parts or products.
11. EQUAL CREDIT OPPORTUNITY ACT NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of sex, marital status or other status protected by the Constitution of the applicable laws. The Federal Agency which administers compliance with this law concerning this/these business(es), the Federal Trade Commission, Atlanta Regional Office, Equal Credit Opportunity, located at 730 Peachtree Street, N.E., Atlanta, Georgia 30308.

THIS APPLICATION WILL NOT BE PROCESSED UNTIL SIGNED.

NAME OF ACCOUNT: _____

NAME OF SIGNER: _____ TITLE: _____

SIGNATURE: _____

NOTE: Please write your account name in the memo portion of your check if your check reads different from your account name.

Thank you! We appreciate your business!!