



JACK GRIGGS, INC  
 P O BOX 547,  
 Exeter, CA 93221  
 Toll Free: (800) 542-4427  
 Exeter: (559) 592-3154 Fax: (559) 592-3583  
 Email: info@jackgriggsinc.com

**Business Account Application**

THIS INFORMATION IS CONFIDENTIAL

Account # \_\_\_\_\_

Account Terms: \_\_\_\_\_

**Company Information**

Credit Limit: \_\_\_\_\_  
 (Financial Statement required if over \$50,000)

Company Legal Name \_\_\_\_\_ Federal ID # \_\_\_\_\_

DBA/KA: \_\_\_\_\_

Billing Address \_\_\_\_\_ Shipping Address: \_\_\_\_\_

Billing City: \_\_\_\_\_ Shipping City \_\_\_\_\_

Billing State: \_\_\_\_\_ Billing Zip: \_\_\_\_\_ Shipping State: \_\_\_\_\_ Shipping Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Type of Business: \_\_\_ Corp \_\_\_ Partnership \_\_\_ LLC \_\_\_ S Corp \_\_\_ Proprietorship \_\_\_ Other

Year Established: \_\_\_\_\_ Accounts Payable Mgr.: \_\_\_\_\_ A/P Phone No. \_\_\_\_\_

Present Location Since: \_\_\_\_\_

Parent Company (if applicable) \_\_\_\_\_ Phone No. \_\_\_\_\_

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

Owners Name (if closely held) \_\_\_\_\_ Address: \_\_\_\_\_

SS#: \_\_\_\_\_ Phone No. \_\_\_\_\_ City/State \_\_\_\_\_

**Local Business Trade References (Minimum of Two):**

Firm: _____	Phone: _____	Fax: _____
Address: _____	City: _____	State: _____
Firm: _____	Phone: _____	Fax: _____
Address: _____	City: _____	State: _____
Firm: _____	Phone: _____	Fax: _____
Address: _____	City: _____	State: _____

Bank Name: \_\_\_\_\_ Branch Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ATTACH COMPANY'S MOST RECENT FINANCIAL STATEMENT (AUDITED IF POSSIBLE)**

I(we) understand that the account and all purchases are subject to Jack Griggs Inc.'s terms and conditions, including applicable finance charges, which are subject to change without prior notice.

Signed: \_\_\_\_\_  
 (Authorized Signature) (Title) (Date)

I personally guarantee payment of all charges, as consideration for Jack Griggs Inc. to extend credit to the above named Company.

Signed: \_\_\_\_\_  
 (Guarantor) (Guarantor)

Tank: Jack Griggs, Inc. _____ Customer Owned _____ Serial # _____ Size _____
Routed: Yes _____ No _____ How Often: _____ Premier _____ C.O.D. _____ Will Call _____
New Construction: Yes _____ No _____



**GUARANTEE AGREEMENT**

The Company has delivered this application to Jack Griggs Inc. as a request to extend credit to the Company. Everything that has been stated in this application is correct to the best of the undersigned's knowledge. The Company understands that Jack Griggs Inc. will rely on the truth, accuracy, and completeness of this application. The Company certifies that the information supplied herein has been carefully read and is true, correct, and complete. Jack Griggs Inc. is authorized to investigate the Company's credit record, contact the trade & bank references and any credit bureaus, and report to proper persons and bureaus the Company's performance of this agreement, and to answer questions about Jack Griggs Inc.'s credit experience with the Company.

The Company hereby agrees to pay all attorney fees and court costs if this account is referred to attorneys for collection.

The undersigned hereby personally guarantees payment of all purchases of any and all products and services from JACK GRIGGS, INC.

The undersigned further agrees that in the event than any legal action is brought in connection with this Guarantee, or any legal fees are incurred as a result of the breach thereof, whether suit is instituted or not, the prevailing party shall be entitled to reasonable attorney fees and costs of litigation in such amount as may be determined by the Court having jurisdiction.

NOTICE: I/We hereby authorize Jack Griggs Inc. or any credit reporting agency employed by you to investigate the Applicants' credit record, authorized to investigate my/our credit record, contact my/our credit references and any credit bureaus, and report to proper persons and bureaus my/our performance of this agreement, and to answer questions about Jack Griggs Inc. credit experience with me/us.

NOTICE: ALL bills are payable upon receipt. A 25% RESTOCKING CHARGE WILL BE CHARGED ON ALL RETURNED ITEMS. If it becomes necessary for vendor to take legal action either in the recovery of the goods or for purposes of collection, vendee agrees to assume liability for all court costs, attorney's fees and/or charges resulting from such action. No refunds or exchanges without invoice. A LATE CHARGE will be charged at a minimum charge of \$2.00 on accounts 30 days or more past due. This is an ANNUAL PERCENTAGE RATE of 24% applied to the Previous Balance after deducting current payments and/or credits.

Guarantor agrees and acknowledges that JACK GRIGGS, INC., and (purchaser) \_\_\_\_\_ are entering into a purchasing agreement in reliance upon Guaranty being provided hereunder by Guarantor, and that this Guaranty is being to enter into this agreement.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

**ECOA Notice 701**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, martial status, age (providing the applicant has the capacity to contract): because all or part of the applicants income derives from any public assistance program; or because the applicant has, in good faith, exercise any right under the consumer credit protection act. The Federal Agency what administers compliance with the law concerning the creditor is The Federal Trade Commission, Equal Credit Opportunity Act, Washington, D.C. 20580.



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## LPG (Propane) Sales Tax Exemption Certification Form

(Keep on file at Jack Griggs, .)

1. Description of property purchased under the certificate: Liquefied Petroleum Gas/LPG (Propane)	
2. Purchaser's sellers permit (if applicable):	
3. Purpose for which the LPG (propane) will be used (check applicable items(s)):	
<input type="checkbox"/> For household use in a qualified residence (primary residence) provided the propane is delivered into a tank with a storage capacity of 30 gallons or more.	
<input type="checkbox"/> To be used in producing and harvesting agricultural products provided the propane is delivered into a tank with a storage capacity of 30 gallons or more.	
If I use LPG (propane) for any purpose not qualifying for an exemption (under the Revenue and Taxation Code, Section 6353) I understand that I am required to report and pay the state/use tax measured by the purchase price.	
Account:	Tank Serial Number:
<b>Check and initial the appropriate Box</b>	
Will Call	Keep Full
Name:	
Delivery Address:	
Apt, Number:	
City, Zip Code	
Signature of purchaser (or purchaser's agent or employee)	
SIGNED:	DATE:



**TANK SERVICE AGREEMENT  
 TERMS AND CONDITIONS**

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This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between Jack Griggs Inc.,  
 (Hereinafter called the "Company"), hereby leases on a \_\_\_\_\_ Basis the following equipment to  
 (Hereinafter called customer) \_\_\_\_\_ installed by the Company. The Company  
 agrees to lease to the customer the following petroleum products, equipment (hereinafter called equipment),

To-wit: \_\_\_\_\_  
 \_\_\_\_\_

Serial Number: \_\_\_\_\_ During the term of this agreement for an  
 Installation charge of \$ \_\_\_\_\_ Receipt of which sum is acknowledged by Company.  
 Said equipment shall be located and used at \_\_\_\_\_

The Company agrees to maintain and keep the leased equipment in serviceable condition.  
 The Customer agrees to pay Company therefore a rate of \$ \_\_\_\_\_ per year  
 Commencing on \_\_\_\_\_. The Company reserves the right to increase the rental  
 rates at their discretion.

Customer agrees to: All equipment shall remain the sole property of the Company, and shall not be removed, sold, transferred disconnected, or in any way tampered with,  
 nor shall any propane other than that of the Company be used with the equipment. The customer hereby grants the Company free right for ingress and egress to the  
 premises for all purposes necessary for the installation, maintenance and removal of the propane equipment in the order to safeguard the Company's interests. In the  
 event, the Customer and property owner are not one and the same, Customer warrants that it has obtained from the property owner all necessary permissions for  
 installation of gas service. Customer shall hold the Company harmless from any unauthorized installation of gas service due to Customers failure to secure the  
 authorization of the property owner. \_\_\_\_\_ INITIAL

The Company agrees to supply the total propane needs of the Customer, and the customer and/or renter agrees to purchase the company's propane for a minimum of  
 three (3) years, after which time the Agreement will renew automatically on a yearly basis. If service is terminated before the three (3) year period there will be an early  
 termination fee charged to the customer of two hundred seventy five dollars for each tank. If any product is pumped from the tank, the customer will receive credit for the  
 propane (at last delivered price per gallon) in the tank minus a \$249.00 pump out fee and a restocking fee of 40% of the value of the gas in the tank. Any addition  
 Company time and materials used at Customer's site are an additional charge (i.e. moving tank, crane charges, etc.) The customer authorizes Jack Griggs, Inc. to deliver  
 product to my facility, home, or propane tank location without the necessity of a signed receipt at the time of delivery and have all sales subject to the terms and conditions  
 of this agreement. \_\_\_\_\_ INITIAL

If the Company's equipment is lost, stolen or damaged while in use at the Customer's premises, the Customer shall be responsible for reimbursing the Company for the  
 equipment at current market value. The Customer agrees not to make improvements to the area surrounding the propane tank that would preclude removal of the propane  
 tank (i.e. pavement, patios, landscaping, etc.) In the event that it is not feasible to move the tank, in the opinion of the Company, the customer agrees to purchase the  
 equipment at current market value. \_\_\_\_\_ INITIAL

In the event, the property becomes "FOR SALE" during the time of this agreement; the owner of the property must give the Company 30 day's written notice of the pending  
 sale. At the time the property is sold, or the Customer who was responsible for the installations of the tank no longer owns, leases, or rents the property, the Agreement is  
 automatically cancelled and the Company will have the right to pick up its equipment or, at its option, enter into a new agreement with the new owner or tenant of the  
 property. In the event, the new owner/tenant does not agree to the terms set forth in this agreement, the undersigned Customer will be responsible of all costs associated  
 with the removal of said equipment pursuant to the above agreed upon terms. Should conditions make removal of the tank(s) and associated equipment unfeasible in the  
 opinion of the Company, the Customer agrees to purchase from the Company the tank(s) and associated equipment at current market value.

The Company shall have the right at all times during the term of this agreement to alter its service rates and fees. The Company shall not be held responsible for any  
 interruption of propane service due to unpaid bills, mechanical failures, storms, strikes, domestic disturbances, erratic propane usage (i.e. gas logs, space heaters, pool  
 heater, heat pump back-up, vacant or non-primary residences, etc.), acts of God, or other unforeseen circumstances. All tank service charges are non-transferable and  
 non-refundable. \_\_\_\_\_ INITIAL

The Company shall also indemnify and hold the Company free and harmless from any and all claims for loss, damages, injury, death, or other casualty to either person of  
 property occasioned by reason of use of the Company's service or equipment.

Will Call customers agree to pay a minimum delivery, same day, and after hours delivery charges, if applicable. Similar fees may also apply to deliveries to  
 seasonal homes on automatic delivery. \_\_\_\_\_ INITIAL If said customer changes any propane appliance they must notify Jack Griggs Inc.

Check one: Will Call \_\_\_\_\_ Keep Full \_\_\_\_\_

I have read and understand the Terms and Conditions of this Tank Service Agreement.

\_\_\_\_\_  
 Customer's Signature Date  
 \_\_\_\_\_  
 Company Representative Signature Date

\*If another propane company delivers fuel to our tank during the time of this contract we have the right to pick up our tank without any notification if there is any fuel left in  
 tank, this fuel will not be credited to your account.

SERIAL # ACCT#



Account# \_\_\_\_\_

Date:     /     /

## Credit Card Authorization Form

Jack Griggs, Inc. can set your account up to be paid by credit card. In order for us to process your account in this manner we require a signed authorization form from you. No charges can be processed without this prior authorization.

I hereby authorize **JACK GRIGGS, INC.** to charge any applicable charges to my credit card. This authority will remain in effect until I notify **JACK GRIGGS, INC.** to cancel.

Please complete and return as soon as possible.

Please select and initial one of the following choices:

- \_\_\_\_\_ Credit Card on File
- \_\_\_\_\_ Charge Automatically
- \_\_\_\_\_ Premier Monthly Charges
- \_\_\_\_\_ Budget Monthly Charges

**SIGNATURE** \_\_\_\_\_

\_\_\_\_\_ YES, I WOULD LIKE A RECEIPT AND COPY OF THE INVOICE TO BE SENT AFTER EACH TRANSACTION CHARGED.

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### PLEASE PRINT

NAME AS IT APPEARS ON CARD \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

PLEASE CIRCLE ONE: VISA/MASTER CARD / DISCOVER / AMERICAN EXPRESS

CARD NUMBER \_\_\_\_\_ EXP DATE \_\_\_\_\_

3 DIGIT (VISA.DISC, MC) OR 4 DIGIT (AMEX) CODE \_\_\_\_\_

THANK YOU,

JACK GRIGGS, INC.

Confidential document