

Account Application

WRIGHT HARDWARE & LP GAS

101 N Oakland, P.O. Box 237, Colfax, IN 46035
Phone 765-324-2101 | Fax 765-324-2105



Name (First, Middle, Last): _____

Date of Birth: _____ SS#: _____

Spouse/Roommate (First, Middle, Last): _____

Date of Birth: _____ SS#: _____

Street Address: _____ City, State, Zip: _____

Mailing Address (if different): _____

Phone#: _____ Email: _____

CUSTOMER OWNED TANK? Yes No Tank Size: _____

NEED TANK PROVIDED?* Yes No *FILL OUT TANK AND EQUIPMENT LEASE AGREEMENT

OWN HOME RENT Owners Name & Address (if rent): _____

Employer: _____ How Long: _____

Address: _____ Phone#: _____

Spouse Employer: _____ How Long: _____

Address: _____ Phone#: _____

I HEREBY AUTHORIZE WRIGHT HARDWARE CO. INC TO REQUEST AND RECEIVE CREDIT INFORMATION THROUGH EQUIFAX FOR THE PURPOSE OF (1) ESTABLISHING A WRIGHT HARDWARE ACCOUNT OR (2) TO COLLECT ANY AMOUNT DUE WRIGHT HARDWARE CO. INC.

I FURTHER AGREE TO HOLD HARMLESS WRIGHT HARDWARE CO. INC AND OR EQUIFAX FOR THE CREDIT INFORMATION OBTAINED. IT IS FURTHER UNDERSTOOD THAT INFORMATION IS CONFIDENTIAL AND NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE PURPOSE STATED.

IN THE EVENT WRIGHT HARDWARE CO. INC HAS TO TAKE LEGAL ACTION FOR THE PURPOSE OF COLLECTING THIS ACCOUNT, I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY/ALL COSTS ASSOCIATED WITH THE COLLECTION PROCESS.

I UNDERSTAND THAT THERE WILL BE A FINANCE CHARGE OF 2.5% PER MONTH (WHICH IS 18% PER ANNUM) CHARGED ON BALANCES OVER 30 DAYS OLD. I AGREE TO PAY ALL ACCESSED FINANCE CHARGES.

Date: _____ Signature of Applicant: _____

Signature of Spouse: _____

KEEP FULL WILL CALL

FURNACE WATER HEATER RANGE GAS LOGS CLOTHES DRYER

TANK AND EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ between WRIGHT HARDWARE COMPANY, INC. herein called Lessor, and _____ hereinafter called Lessee at Address: _____.

WHEREIN IT IS MUTUALLY AGREED, AS FOLLOWS:

1. Subject to the terms, provisions and conditions hereinafter contained, Lessor hereby leases to Lessee the following tank and equipment for use in storing and utilizing liquefied petroleum gas at Lessee's address which is as follows:

Description of tank & equipment: Size _____gallon tank_____ Serial Number _____

Location _____ same as address _____ 2. This agreement shall commence the date shown above and shall remain in force thereafter from month to month. Any cancellation of this lease by either party after the initial period shall be given in writing to the other party within thirty (30) days prior to the date of cancellation.

3. Lessee shall pay an installation charge of **\$0.00 (not applicable)** to Lessor upon installation of the tank and equipment at the above premises of Lessor.

4. Lessee shall provide adequate space for the installation of the tank and equipment upon the Lessee's premises and shall grant Lessor free right to maintain said tank and equipment upon Lessee's premises during the continuance of this lease and for a reasonable period of time after its termination. Without the previous written consent of Lessor, Lessee shall not move the tank or equipment from its original location nor make any material alterations thereto. The agents of Lessor may, at all reasonable times, enter upon the premises where the tank and equipment are installed for the purpose of examining, inspecting or retaking the said tank and equipment or for any other purposes proper under this lease.

5. Lessee shall before using the tank and equipment, make a thorough examination of the same and satisfy itself that same are in good order and satisfactory for the purposes intended. The commencement of use of the tank and equipment shall constitute Lessee's acknowledgement that same are satisfactory for the purposes intended and thereafter Lessor shall not be responsible or liable for the condition of such tank and equipment, unless lessee shall notify Lessor of any conditions that needs repair or maintenance and the Lessor is given the opportunity to make such repairs or maintenance. Lessee shall surrender said tank to Lessor at the termination of this lease, for whatever cause, in as good condition as when furnished and leased by Lessor, ordinary wear and tear expected.

6. Lessee agrees to purchase all fuel used in aforementioned equipment from Lessor. In the event of failure to purchase minimum gallons as specified herein, the Lessor may terminate this agreement immediately without notice. If under these conditions Lessor elects not to terminate this agreement Lessor may replace present equipment with that of a smaller size or Lessor may assess an additional charge for use of present equipment as may be, from time to time, determined and established by Lessor.

Lessee shall be notified in writing of additional charges where minimum gallons are not purchased and his payment shall evidence his assent thereto and of such modification of the remaining terms of this Lease as may be necessitated thereby.

7. TAXES

Lessee shall pay all taxes that may be assessed on the tank and equipment or upon the use or lease thereof and shall pay any license permit or inspection fees that may be imposed upon the installation, storage or use of the same.

8. TITLE TO TANK

Title to the tank and equipment leased hereunder, is and shall remain at all times in Lessor and the same is to remain personal property notwithstanding the manner in which it may be attached to the realty. Lessee shall not mortgage or sub-lease said tank and equipment, nor loan the same to any other person, firm or corporation, nor suffer any change, lien or encumbrance to be placed thereon.

9. If Lessee shall breach any of the terms and conditions of this agreement, or if any execution, writ, or other process, shall be issued in any action or proceeding against Lessee whereby the tank or equipment may be seized or taken or distained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or Lessee's property, or if Lessee shall enter into any arrangement or composition with its creditors, then, and in any such event, or if Lessee shall become 90 days delinquent in his payments for LP Gas purchased under this agreement, or if Lessee fails to purchase from Lessor any LP Gas for delivery into this tank for a period of more than twelve months. Lessor has the right to retake immediate possession of said tank and equipment and for such purposes, Lessor may enter upon any premises where the tank and equipment may be and may remove the same with or without force and with or without notice of its intention to take the tank or equipment without being liable to any suit or action or other proceeding by Lessee or any other party.

10. This instrument embodies the whole agreement between Lessor and Lessee regarding the subject matter hereof. There are no promises, terms, conditions or obligations other than contained herein.

11. No failure or delay in exercising any of Lessor's rights under this agreement shall prevent their exercise at a later date. Neither shall a waiver by Lessor of any breach by Lessee be deemed a waiver of subsequent breaches of the same or other nature.

12. The terms, conditions and revisions of this agreement shall extend to and be binding upon the respective parties, their heirs, successors and assigns. No assignment of this agreement shall be valid without the written consent of Lessor.

EXECUTED the day and year first above written.

WRIGHT HARDWARE CO., INC.

Lessee

By: _____

Lessee

**We do not charge any monthly rent, hook up (maximum of 100 feet), pick up, or environmental fees for our tanks.*