



www.nstarenergy.net

# COMMERCIAL CREDIT APPLICATION AND PURCHASE AGREEMENT

**721 S State St  
Aberdeen, SD 57401  
605-225-6383**

**711 Vander Horck  
Britton, SD 57430  
605-448-2276**

**690 21<sup>st</sup> St SW  
Huron, SD 57350  
605-352-7327**

**4418 Main St  
Selby, SD 57472  
605-649-7060**

BUSINESS NAME			
ADDRESS		CITY	STATE
PHONE		FAX	FEDERAL TAX ID#
PRINCIPAL ACTIVITY OF BUSINESS			BUSINESS LOCATION: RENT or OWN
YEARS IN BUSINESS	TYPE OF BUSINESS:      CORPORATION      PARTNERSHIP      SOLE PROPRIETORSHIP		

OWNERS OF BUSINESS OR OFFICERS OF CORPORATION			
NAME	ADDRESS	CITY/STATE/ZIP	PHONE #

BANK NAME		ADDRESS	
ACCOUNT NUMBER		BANK CONTACT	
CREDIT \$ REQUESTED	ACCOUNTS PAYABLE CONTACT		
PREVIOUS PROPANE SUPPLIER (if any)			

TRADE REFERENCES			
NAME	ADDRESS	CITY/STATE/ZIP	PHONE #

**Personal Guarantee:** If the credit customer is a corporation, or a Proprietorship, LLC or partnership, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the customer. Customer hereby agrees and has received a copy of our invoices and agreements. Customer agrees to pay reasonable attorney's fees and costs which may be incurred if North Star Energy, LLC. is required to enforce this document by legal action. Jurisdiction for any and all disputes and/or collections actions shall be in South Dakota and governed pursuant to South Dakota law; and parties further consent that any action shall be venued in Brown County, where North Star Energy, LLC. is located.

I CERTIFY THAT THE INFORMATION GIVEN IS TRUE, CORRECT AND COMPLETE AND IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT, AND YOU AND ANY OTHER CREDITOR OR PROSPECTIVE CREDITOR OF THE UNDERSIGNED OF ANY AGENCY EMPLOYED BY YOU OR ANY OF THEM ARE AUTHORIZED TO MAKE INVESTIGATIONS CONCERNING THE UNDERSIGNED OR CONCERNING THE ABOVE INFORMATION AND TO DISCLOSE TO EACH OTHER THE INFORMATION SET FORTH ABOVE AND THE RESULTS OF SUCH INVESTIGATIONS.

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

## RETAIL CREDIT AGREEMENT

The Federal Truth in lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.
  - a. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry *but doing so will not preserve your rights under this law*) the following:
    - i. Your name and account number (if any).
    - ii. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.
    - iii. The dollar amount of the suspected error.
    - iv. Any other information (such as your address) which you think will help us to identify you or the reason for your complaint or inquiry.
  - b. Send your billing error notice to the address on your bill. Mail it as soon as you can but in any case, early enough to reach us within 60 days after the bill was mailed to you.
2. We must acknowledge all letters pointing out possible errors within 30 days of receipt, unless we are able to correct your bill during those 30 days. Within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill, we have no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.
3. After we have been notified, neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. *However you may remain obligated to pay the parts of your bill not in dispute.*
4. If it is determined that we have made a mistake on your bill, you will not have to pay any service charges on any disputed amount. If it turns out that we have not made an error, you may have to pay service charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe; and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more service charges or late payment charges on the disputed amount can be charged to you.
5. If our explanation does not satisfy you and you notify us *in writing within 10 days* after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures. But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those whom we reported you as delinquent of the subsequent resolution.
6. If we do not follow these rules, we are not allowed to collect the first \$50 of the disputed amount and service charges, even if the bill turns out to be correct.
7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them, if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:
  - a. You must have bought them in your home state or if not within your home state, within 100 miles of your current mailing address: and
  - b. The purchase price must have been more than \$50However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

**NOTICE:** THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this creditor is the FEDERAL TRADE COMMISSION, Washington, D.C. 20580

1. **PURCHASES:** We will deliver, subject to availability, propane at our established price, which is determined at the time of delivery. Deliveries will be made to you at the address shown on this agreement, on an automatic delivery basis, unless otherwise noted on this agreement. A meter printed delivery ticket will be left or mailed to the above address each time a delivery is made. You agree to accept each delivery and to pay the full amount on each delivery ticket within 30 days.
2. If you require service calls, repairs or maintenance, you may also charge the price of the service calls, repairs or maintenance to your account. If you do so, you agree to pay the full amount due within 30 days from the time the service calls, repairs or maintenance is made.
3. **MONTHLY STATEMENT:** If you have a balance in your account we will send you a monthly statement. It will show separately your purchases, the SERVICE CHARGE, and the date the payment is due.
4. **SERVICE CHARGES:** Unless you paid the previous balance shown on your monthly statement in full by its payment due date, a SERVICE CHARGE will be added to your purchases account from the date of purchase.
5. **DEFAULT AND COLLECTION COSTS:** You will be in default if you do not pay a balance on time or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to a lawyer, you will pay attorney fees plus court costs.
6. **IRREGULAR PAYMENT AND DELAY ENFORCEMENT:** We can accept later payments or partial payments, or checks and money orders marked "payment in full" without losing any of our rights under this agreement. We can also delay in enforcing our rights under this agreement without losing them.
7. **AMMENDMENT OR CHANGES:** We can change this agreement including SERVICE CHARGE and the ANNUAL PERCENTAGE RATE, at any time, provided we give you at least 30 days notice, before the beginning period in which the change becomes effective.
8. **CANCELLATION:** You agree to remain responsible for payment for all purchases made before the 30 days period expires. We also have the right to cancel your credit without notice if you fail to make payments on time.
9. **LIABILITY:** We are not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, or to conditions beyond our control. In the event of DEFAULT, and we do not deliver propane as a result of DEFAULT, we will not be liable for any damages in either direct or indirect manner.