

SECTION 1 – Applicant and Location Information				
Application For: (Residential / Commercial / Wholesale)			Applicant Is: (Owner / Tenant / Manager)	
Last Name / Business Name		First Name		Middle Name
Work Phone	Mobile Phone	Home Phone	Email Address	
SERVICE/LOCATION ADDRESS				
House #, Street, SFX			/ Unit Type / Number	
City	Hawaii State	Zip Code	Building Name	
MAILING/BILLING ADDRESS				
House #, Street, SFX			/ Unit Type / Number	
City	State	Zip Code	Country	(Business / Residential / Forwarding) Address Type

SECTION 2 – Customer Specifics	SECTION 3 – Equipment			
No. of Occupants:	Type	QTY	BTU/Hr.	Total BTU/Hr.
PIN:				
Applicant SSN / TIN: ____-____-____				
Other Authorized Users				
Last Name:				
First Name:				
Middle Name:				
Email Address:				
Mobile Phone: - -				
Work Phone: - -				
Home Phone: - -				

SECTION 4 – Project Specifics	
Term: ____ Months	LPGPA Required: (Yes / No)
Scope:	
HG Responsibilities:	
Customer Responsibilities:	

SECTION 5 – Rate Information	SECTION 6 – Charges	
Utility: (Utility / Non-Utility)	Install:	\$
Usage: Therms / Gallons per Year	Call Out:	\$
Rate: \$	Allowances:	\$
MCC/Annual: \$	Other:	\$
Repeat Visit Charge: \$	Subtotal:	\$
Deposit: \$	GE Tax:	\$
	Connect / Reconnect / Transfer Fee:	\$
	TOTAL CHARGE DUE:	\$

To complete this application, a deposit (or proof of credit satisfactory to HAWAII GAS) is required. If mailing in the application, please send to HAWAII GAS, Attn: Customer Relations, at the address of the local office shown on the reverse side. Please include a check or money order for the deposit amount and a copy of the customer's driver's license, state or other photo identification. If this application is signed on behalf of a corporation, LLC or other business entity, the undersigned represents and warrants that he or she has full authority to sign on behalf of such entity. See important information and service terms mentioned at the end of this document before signing. **By signing below, I agree to the Utility Terms and Conditions mentioned on next page.**

Signature: _____

Date: _____

Print Name: _____

Title: _____

(Title Required for Business Applicants Only)

UTILITY ACCOUNT NOTICE

Utility Gas service is provided in accordance with and subject to The Gas Company, LLC's (TGC) utility Tariff, Rules and Rate Schedules as filed with and approved by the State of Hawaii Public Utilities Commission (Commission), which are subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction. Customer acknowledges being informed of the alternative rate schedules that may be applicable to the type of gas service being requested, and it is Customer's responsibility to choose the rate schedule that best meets Customer's needs.

A COPY OF TGC'S CURRENT TARIFF, RULES AND RATE SCHEDULES ARE AVAILABLE FOR REVIEW AT ANY OF THE OFFICES LISTED BELOW OR VISIT OUR WEBSITE AT www.hawaiigas.com.

CUSTOMER IS REMINDED:

1. All customers are required to comply with the Tariff, Rules, and terms of their chosen Rate Schedule and any applicable contract with TGC.
2. If two or more people apply for service, each will be equally responsible for the entire bill.
3. To give advance notice to TGC of any material changes in the amount of gas they expect to use or the type of appliances they have installed to allow for correct meter sizing and Customer's consideration of alternative rate options.
4. To request information on the various rate options available from the office on the island where gas service is received.
5. Before service can be rendered Customer must establish or re-establish Customer's credit to TGC's satisfaction.
6. A deposit may be required to guarantee payment of the bills. Customer must advise TGC of any change in ownership, occupancy, management, or type of business operations, or any change of address, for purposes of billing and deposit return.
7. Service can be discontinued for, among other things, non-payment of bill, existence of a hazardous condition, non-compliance with TGC's rules and contracts, use of a gas appliance or apparatus that will be detrimental to other TGC customers in the immediate vicinity, and/or for failure to provide reasonable and safe access.
8. Bills are due upon presentation. A late charge of 1% per month will be applied on any balance unpaid for more than 20 days from the billing date.
9. To give at least two (2) business days' prior notice before vacating premises or discontinuing service. Customer is responsible for all gas and other services received prior to such notice of termination.
10. Not to attempt or allow anyone else to adjust, connect, disconnect, relocate, turn on or otherwise tamper with TGC's equipment and to notify TGC promptly of any known damage to or malfunction of TGC equipment located on Customer's premises.
11. TGC has no duty to inspect Customer-owned gas piping, appliances or apparatus. Keeping these items in good and safe working order (i.e. Customer-owned gas piping, appliances or apparatus) is Customer's responsibility.
12. TGC has the right to enter Customer's premises at all reasonable hours so long as it is related to the provision of gas service or the exercise of its rights at law or as provided for in its Tariff, Rules and Rate Schedules.

NON - UTILITY ACCOUNT NOTICE

(The following Terms and Conditions are applicable only when Customer does NOT have an LPG Purchase Agreement with TGC. TGC reserves its right to change these Terms and Conditions at any time)

Non-Utility gas service is not regulated by the State of Hawaii Public Utilities Commission.

The Gas Company, LLC (TGC) and Customer whose signature appears on the front hereof, and effective upon date of Equipment installation, hereby agree as follows:

1. Description of Equipment Provided. TGC shall provide all labor and equipment (which may include a tank or cylinder, meter, medium pressure piping, gauges and a regulator), as it deems necessary, (the Equipment), to provide gas service to Customer up to TGC's regulator or billing meter, whichever is farthest from TGC's tank/cylinder. It shall be Customer's responsibility to provide, and maintain, to the extent applicable, all necessary labor and materials that may be required to receive gas service after TGC's regulator or meter.
2. Condition of Equipment Upon Return. Customer shall return Equipment provided by TGC at the termination of this Agreement in the same condition it was at the commencement, normal wear and tear excepted, and shall reimburse TGC for any damage to the Equipment, except damage caused by TGC.
3. Gas Service and Customer Charge. TGC shall issue an invoice to Customer monthly for the Customer Charge, as specified in TGC's pricing schedules applicable to the provision of non-utility gas service (the "Pricing Schedule"), gas service and other miscellaneous charges (collectively, the Monthly Charges) incurred during the billing period for payment by Customer to TGC. Upon notice to Customer, TGC may, in its sole discretion, adjust the subsequent Monthly Charges. The portion of the Monthly Charges attributable to the Customer's gas usage may be subject to review and adjusted based on Customer's actual total consumption during the twelve (12) month period immediately preceding the review, and the Pricing Schedule for customers purchasing like quantities of liquefied petroleum gas (LPG). The Pricing Schedule references the gas prices for each island as uniformly applied to all like consumers of like quantities and Customer Charges, which charges are dependent on the kinds of equipment, used by Customer, to receive non-utility gas services. TGC shall have the right to change from time to time its Pricing Schedule, which may result in changes to the Monthly Charges.
4. Fees, Taxes, and Late Payments. Customer shall pay to TGC the Installation Fee, as specified by TGC, which consists of any and all fees and expenses necessary to provide nonutility gas services, and the Permit Fee, which consists of any fees and/or expenses incurred by TGC to obtain permits and/or approvals required to be obtained by any state, county, or municipal authority, including, without limitation, fire permit fees, and trenching fees. Customer shall be obligated to pay all taxes, duties, tariffs, or fees that apply to the sale, delivery or use of LPG and services to be provided by TGC to the extent that such taxes, duties, tariffs, or fees can be passed onto Customer in accordance with applicable law. All fees, charges, expenses, and/or taxes that remain unpaid by the due date specified in an invoice are considered delinquent and may be subject to late payment fees of 1% per month until delinquent amounts are satisfied in full. Customer agrees to pay TGC all expenses of collection, including attorneys' fees and costs, incurred by TGC to the extent permitted by law.
5. Right to Refuse Service. Customer recognizes TGC's right to refuse service or cease gas deliveries if any part of Customer's gas piping, appliances, or apparatus are deemed unsafe by TGC, or if continued service would be detrimental to TGC's Equipment or the gas service being furnished to other customers in the vicinity or those supplied by the same distribution system, or in cases of fraud or abuse, or for failure to establish or re-establish good credit.
6. Termination by TGC. In addition to and not in lieu of all other remedies available to TGC by contract, law, or otherwise, TGC may terminate this Agreement without notice if Customer breaches any of these Terms and Conditions.
7. Termination by Customer. Customer may terminate service by giving TGC at least two (2) business days' notice in advance of the termination date.
8. For Tank Account Customers. TGC shall prorate the prepaid Customer Charge for any remaining full month(s). TGC shall credit the price paid by Customer for the gas remaining in the returned tank(s) and the remaining prorated portion of the Customer Charge to the Customer's closing bill. TGC shall refund any credit balance due Customer after closing the account.
9. For Cylinder Customers. TGC shall credit the price of the gas returned only if returned in a full 100-lb. cylinder. TGC shall prorate the prepaid Customer Charge for any remaining full month(s). TGC will show all credits on the Customer's closing bill. TGC shall refund any credit balance due Customer after closing the account.
10. Equipment Ownership and Maintenance. Title and risk of loss to the Equipment shall, at all times, remain with TGC. TGC shall be responsible for the maintenance of the Equipment. Customer shall not attempt to adjust, fix, connect, disconnect, relocate, turn-on, or perform any maintenance work on the Equipment or to allow any other person or entity to do so other than TGC or whomever TGC has authorized. Customer shall allow TGC's agents or employees to enter upon the premises in which services are being provided to inspect, adjust, fix, exchange, install, deliver, connect, disconnect, or perform maintenance work on the Equipment at any reasonable time. Customer shall promptly notify TGC if the Equipment malfunctions. Customer shall not do or permit anything to be done to prejudice TGC's title and/or ownership of the Equipment, and shall comply with all applicable laws, and ordinances. Customer acknowledges that it does not have any option to purchase the Equipment.
11. Restrictions on Use of Equipment. TGC shall provide the Equipment for use by Customer so long as Customer purchases the gas stored therein from TGC, maintains a current account with TGC, and complies with these Terms and Conditions. Customer shall store only gas sold by TGC in the Equipment.
12. Recovery of Equipment. Upon the termination of service, Customer shall allow TGC, or any of its agents or employees or any sheriff or law enforcement officer to take immediate possession of the Equipment, including all gas contained therein, without demand, and for such purposes shall allow them to enter upon the premises to remove the Equipment without being subject to charges or claims of trespass. Customer hereby waives any and all claims against TGC, its agents and employees for damage to Customer's property or premises resulting from removal or replacement of the Equipment, provided such damage was reasonably necessary to enable TGC to remove or exchange such Equipment. TGC may, in its sole discretion, abandon in place any underground components of the Equipment in accordance with applicable laws and/or industry standards.
13. Indemnification. Customer shall indemnify, defend and hold TGC harmless from and against all claims, suits or liability in any way relating to or arising out of (i) the use of the Equipment, (ii) any appliances, piping, or gas used in connection therewith, (iii) the breach by Customer of any of these Terms and Conditions, or (iv) any act or omission of Customer in connection with Customer's use of LPG purchased by Customer, unless caused by TGC's gross negligence.
14. Performance and Assignment. TGC's right to require strict performance by Customer shall not be affected by any prior waiver or course of dealing. Customer shall not assign this Agreement without prior written consent of TGC. These Terms and Conditions represent the final agreement between TGC and Customer, and, as such, all prior or contemporaneous agreements that may have ever existed between Customer and TGC are superseded.
15. Governing Law and Venue. These Terms and Conditions are governed by the laws of the State of Hawaii. The federal and state courts of Hawaii shall have sole and exclusive jurisdiction to adjudicate any dispute resulting from, relating to, arising out of, or otherwise concerning the Agreement.
16. Force Majeure. Buyer understands the supply of LPG available to TGC for distribution may be interrupted or discontinued due to Acts of God, strikes, wars, labor disputes, earthquakes, tsunamis, volcanic eruptions, floods, fires, accidents, embargoes, epidemics, pandemics, government actions, or other causes beyond the control of TGC (Force Majeure). In the event either party is rendered unable, wholly or in part, to carry out its obligations under these Terms and Conditions, other than to make payments of amounts due, the obligations of the parties shall be suspended during the Force Majeure period. TGC shall not be liable to Customer for any consequential damages to Buyer on account of Force Majeure.
17. Severability. If any provision of these Terms and Conditions shall be held invalid, the remaining provisions shall remain in full force and effect.
18. Successors and Assigns. These Terms and Conditions shall be binding on the parties, their respective heirs, successors, personal representatives, and assigns.

CORRESPONDENCE ADDRESSES FOR LOCAL OFFICES

OAHU: PO Box 3000, Honolulu HI 96802-3000, Phone: 808-535-5933, Fax: 808-594-5522.
HAWAII ISLAND: 945 Kalanianaʻaʻole Ave., Hilo HI 96720, Phone: 808-935-0021, Fax: 808-969-9134.
KAUAI: 3990 Rice St., Lihue HI 96766, Phone: 808-245-3301, Fax: 808-246-9581.
MAUI, MOLOKAI, LANAI: 70 Hana Hwy., Kahului HI 96732, Phone: 808-877-6557, Fax: 808-877-0758.

ATTACHMENT – B

PREPARATION FOR TURNING ON YOUR GAS

Hawai'i Gas will turn on gas, check and adjust connected new appliances and equipment for new gas customers. Adjustment and repair of used appliances are subject to charges.

To insure timely completion of your gas turn-on request:

- A. Complete the turn-on requirements listed below.
- B. Notify your sales representative at least three working days prior.
- C. Hawai'i Gas must verify completion of all requirements at least 24 hours prior to the turn-on. Otherwise, there may be a charge at the prevailing overtime rate in order to accommodate special turn on requests.

TURN-ON REQUIREMENTS:

- 1. Installation of the gas system shall be in accordance with applicable sections of the plumbing code.
- 2. Gas piping pressure-tested by plumbing contractor, and leaks repaired.
- 3. Appliance regulators installed by plumbing contractor (when required by manufacturer).
- 4. Shut-off valves installed within three (3) feet of each appliance or within six (6) feet with an approved appliance connector.
- 5. Water service provided to water heaters and tank filled with water.
- 6. Gas appliance installed or pipe stub-outs capped.
- 7. Electrical service provided, as applicable, and active and operative (when required).
- 8. Appliances should be installed for easy access and maintenance.
- 9. Appliance regulator should be installed away from direct heat to avoid damage.
- 10. Shut off valves should be installed to allow maintenance and easy access for operation in case of an emergency.

The Gas Company, LLC reserves the right to impose charges for service connections, including extra visit charges, in accordance with Rule No. 14 of the Tariff Applicable to Utility Gas Service of The Gas Company, LLC dba HawaiiGas.