

Requested Service Activation Date: _____

SECTION 1 - APPLICANT INFORMATION

Application For: Business Residence Applicant Is: Owner Landlord Tenant Agent
 (Check One) (Check One)

Account Name: _____
 (Last / Business Name) (First) (MI)

Applicant: _____
 Co-Applicant: _____
 (Last) (First) (MI)

Service Address: _____ City: _____ State: HI Zipcode: _____
 Billing Address: _____ City: _____ State: _____ Zipcode: _____

Business Phone: _____ Home Phone: _____ Other Number: _____
 Other Contact: _____ Contact Phone: _____

SECTION 2 - RESIDENTIAL APPLICATIONS ONLY

Social Security No.(s): _____
 Employer Name: _____
 Employer Address: _____
 Owner/Landlord Name: _____
 Landlord Address: _____
 List Tenant(s): _____
 (if applicable)
 Former Occupant(s): _____
 (if applicable)

SECTION 5 - RATE INFORMATION

Est. Annual Consumption (Gals/Therms): _____
 Utility Rate Schedule / NU Bill Class: _____
 NU Rate/Gal. (excl. taxes) if applicable: _____

Customer Charge Frequency:
 Month Quarter Bi-annual Annual

Repeat Visit Charge Quoted: _____

Deposit Amount: _____

SECTION 3 - EQUIPMENT

Water Heater: Gas Electric Solar None

Range: Gas Electric None Pilot Elec Ign

Dryer: Gas Electric None Pilot Elec Ign

Are all the appliances accessible? Yes No

List Other Gas Appliances:
 1) _____ 4) _____
 2) _____ 5) _____
 3) _____ 6) _____

SECTION 6 - CHARGES

Install: _____
 Call Out Charge: _____
 Other: _____
 Other: _____

Sub Total: \$ _____
 General Excise Tax: _____
 Connect / Reconnect / Transfer Fee: _____

Total Charges Due: \$ _____

SECTION 4 - CONTRACT DURATION

12 Months
 24 Months
 Other (enter below)

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. See reverse side for important information and service terms before signing. 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.

By signing below, I agree to the Utility / Non-Utility Terms and Conditions on the reverse side.

Signature: **X** _____ Date: _____
 Print Name: _____ Title: _____
 (Title Required for Business Applicants Only)

COMMENTS

OFFICE USE ONLY:

Application Taken By: _____
 Requested Service Installation Date: _____
 Account Number: _____
 Premise Number: _____
 Route Number: _____
 Number of Bills: _____
 Bill Class: _____

Delivery Type WCL BOD COD
 (check one):

Fuel Type SNG LPG HI-O
 (check one):

Verified Photo ID: Yes No

DEPOSIT INFORMATION

Deposit Received: Yes - Full Yes - Partial No
 Deposit Payment Method: Check Cash Money Order

Check #: _____ Bank: _____
 Amt. Paid: _____ Date Paid: _____

If applicable, check one

Motor Vehicle Tax
 Off Highway On Highway Exempt

Sales Tax
 Retail Wholesale

Check if applicable: Sure Pay Credit App Guarantor

Customer switching from (if applicable): U Gas NU Gas Electric Other

Indicate Service Type: Utility Check One Non-Utility

LPG Purchase Agreement: Yes No

TMK Number: _____

UTILITY ACCOUNTS - NOTICE

Utility Gas service is provided in accordance with and subject to The Gas Company's (TGC) utility Tariff, Rules and Rate Schedules as filed with and approved by the Public Utilities Commission (the "Commission"), State of Hawaii, 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 the 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 more than two 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, if detrimental to other customers, 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. That Company 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 the Customer's responsibility.
12. TGC has the right to enter the 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 ACCOUNTS – TERMS AND CONDITIONS

(The following Terms and Conditions are applicable only when Customer has NOT entered into an LPG Agreement with TGC.)

NOTE: Non-Utility gas service is not regulated by the Hawaii Public Utilities Commission.

The Gas Company (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 all necessary labor and materials 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 the Customer for the Customer Charge, gas service and other miscellaneous 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 Customer Charge.
4. Fees, Taxes, and Late Payments. Customer shall pay to TGC the Installation Fee, Permit Fee and the Hawaii general excise tax (if applicable). Accounts not paid by the due date are considered delinquent, and may be subject to late payment fees of 1% per month.
5. Right to Refuse Service. Customer recognizes TGC's right to refuse service or cease gas deliveries if any part of the Customer's gas piping, appliances, or apparatus are deemed unsafe by TGC's employees, 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 the Terms and Conditions of this Agreement.
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 & 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 agrees not to 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 premises 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 further agrees not to do or permit anything to be done to prejudice TGC's title and/or ownership of the Equipment, and to comply with all laws, ordinances, and 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 the terms and conditions hereof. 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 the 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.
13. Indemnification. Customer shall indemnify, defend and hold TGC harmless from and against all claims, suits or liability in any way arising out of or connected with the use of the Equipment or any appliances or gas used in connection therewith or the breach by Customer of any of these Terms and Conditions in this Agreement herein, 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 no other agreements shall be binding unless in writing and signed by the parties.
15. 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

<u>Oahu</u>	<u>Hilo</u>	<u>Kona</u>	<u>Kauai</u>	<u>Maui, Molokai & Lanai</u>
P.O. Box 3000	945 Kalaniana'ole Ave.	74-5564 Kaiwi St.	3990 Rice St.	70 Hana Highway
Honolulu, HI 96802-3000	Hilo, HI 96720	Kailua-Kona, HI 96740	Lihue, HI 96766	Kahului, HI 96732
phone: 808-535-5933	phone: 808-935-0021	phone: 808-329-2984	phone: 808-245-3301	phone: 808-877-6557
fax: 808-594-5522	fax: 808-969-9134	fax: 808-329-9153	fax: 808-246-9581	fax: 808-877-0758