PHILLIPS ENERGY, INC. PERSONAL ACCOUNT APPLICATION

2586 George Washington Memorial Highway 804-642-2166
18404 John Clayton Memorial Highway 804-725-9020
9201 South Courthouse Rd 804-966-2317
www.phillipsoilandgas.com
P.O. Box 726
Gloucester Point, VA 23062

APPLICANT INFORMATION		
Name: Last:	First:	M.I.
Date of birth:		E-mail:
Billing address:		
City:	State:	ZIP Code:
Home Phone:	Cell Phone:	Work:
Delivery Address:		
City:	State:	ZIP Code:
Do you Own or Rent (Circle One)		Number of years at current address:
Current employer:		
Phone:		How long employed?
Supervisor Phone:		Position:

CO-APPLICANT INFORMATION, IF FOR A JOINT ACCOUNT		
Name: Last:	First:	M.I.
Date of birth:		E-mail:
Billing address:		
City:	State:	ZIP Code:
Home Phone:	Cell Phone:	Work:
Current employer:		
Phone:		

LANDLORD CONTACT INFORMATION		
Landlord Name:		
Mailing Address:		Service Authorization Required?
City:	State:	ZIP Code:
Home Phone:	Cell Phone:	E-mail:

HOW DID YOU HEAR ABOUT PHILLIPS ENERGY, INC.? (CHECK ONE)

Newspaper☐ Referral☐ Name_____ Internet☐ Radio☐ Truck/Service Vehicles☐ Contractor☐ Other☐

The undersigned understand the terms of sale of Phillips Energy, Inc., d/b/a Phillips Oil and Gas as listed on the reverse side of this application and agree to abide by said terms.

The undersigned may be required to present valid identification and an account password in accordance with Red Flag Identity Theft policies of Phillips Energy, Inc.

You understand that by signing below you are providing 'written instructions' to Phillips Energy, Inc. under the Fair Credit Reporting Act, authorizing Phillips Energy, Inc. to obtain information from your personal credit profile or other information from credit bureau(s) TransUnion, Experian, and/or Equifax. You authorize Phillips Energy, Inc. to obtain such information solely to conduct a pre-qualification for credit. I/We hereby indemnify Phillips Energy, Inc. and its agents from liability resulting from this credit survey.

_____ Applicant's Signature	_____ Date
_____ Co-Applicant's Signature	_____ Date

INTERNAL USE ONLY

Credit Code:_____ Credit limit:_____ Company Representative: _____ ID Checked ☐

Residential Account Terms and Agreements

This agreement covers your credit account with Phillips Energy, Inc. In this agreement, the words "You" and "Your" refer to each individual person, firm, corporation or business entity (jointly and severally if more than one) who applied for and/or uses this account. "We", "Us", "Our", and "Phillips" refer to Phillips Energy, Inc. "Purchase" and "Transaction" refer to all charges applied to your account.

A. ACCESS TO ACCOUNT - You may access your account by presenting your account number, name, or address and account password to Phillips Energy, Inc.

B. LOANED TANK AND EQUIPMENT – You understand if you are issued loaned equipment from Phillips, you will be required to sign and abide by the terms of our loaned tank and equipment agreement in addition to the terms outlined in this agreement.

C. SAFETY/REGULATORY AGREEMENTS – You agree to allow Phillips to operate within required regulatory and safety policies and will not prevent us from doing so during any operations of our service to you or your account.

D. AGREEMENT TO PAY - When you use your account or permit someone else to use it for a purchase, you agree to pay the total amount of the purchase. You also agree to pay finance charges and other charges that may be due on your account.

E. CREDIT LIMIT - You agree to make purchases only up to your assigned credit limit. We reserve the right to increase or decrease your limit at any time.

F. INVOICES - For each purchase you will receive an invoice. Copies of delivery tickets left at point of delivery and receipts printed at the retail pumps from Proprietary Card use are invoices. Service and installation invoices will be mailed to the address on your account or provided directly to you. Payment for service and installation invoices is due upon receipt.

G. STATEMENTS (all accounts except Proprietary Card accounts) - Each month in which you have a balance you will receive a statement showing the total of unpaid invoices. All balances on your statement are due on or before the 20th of the month.

H. PAYMENTS - You agree to pay for each purchase in full. All payments must be made in U.S. Dollars to the address shown on your invoice or statement.

I. FINANCE CHARGES – Finance charges in the amount of 1 and ½ % monthly (18% per annum) may be applied to any unpaid balances over 30 days past due.

J. RETURN CHECK FEES - If you make a payment to your account with a check and the check is returned to us unpaid, you agree to pay a returned check fee of $35.00.

K. CHANGE OF ADDRESS - You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change in address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address shown on our records.

L. COLLECTION COSTS - If you do not pay us as required by this agreement, you agree to pay all of our collection costs, including reasonable attorney's fees, agreed to be 33 1/3% of the then outstanding balance due on your account, plus related collection expenses and all costs of court and you waive the privilege of being sued in your county of residence. It is stipulated and agreed that the courts, general district and circuit, of the County of Gloucester, Virginia shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account from buyer to Phillips Energy, Inc., but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to Virginia law. This provision shall be material to any decision to extend credit to the buyer based upon this credit application.

M. CHANGE IN TERMS - We may change the terms of this agreement at any time, to the extent permitted by law. The new terms (including finance charge or other charges) will, at our option apply to the balance of your account when the new terms become effective and will apply to all purchases made after that date. If notice of the new terms is required by law, we will send the notice to your address shown in our records.

N. WAIVER - Our failure to exercise, or our delay in exercising any of our rights under this agreement for any reason, does not mean that we will be unable to exercise those rights at a later date or time.

O. SEVERABILITY - The invalidity of any provision of this agreement shall not affect the validity of any other provision.

P. GOVERNING LAW - Except to the extent they are governed by federal laws, this agreement, and your account with us are governed by the laws of the Commonwealth of Virginia.

Q. PROPRIETARY CARD TERMS -

I. You agree to follow all posted instructions for the fueling of vehicles or equipment and will comply with all posted safety and emergency procedures and notifications.

II. You agree with the following terms in addition to those previously listed in this agreement:

a. You agree to review all Proprietary Card charges on your account as outlined in your statement provided by Phillips Energy, Inc. and to notify Phillips Energy, Inc. no later than ten (10) calendar days after the date of statement of any errors or disputes with respect to transactions and other information reflected therein. After ten (10) calendar days, you will be responsible for each undisputed Proprietary Card purchase.

b. You hereby accept the obligation and responsibility for payment for all fuel registered through Phillips Energy, Inc. card account number(s) assigned to you by us. You will notify us of any lost card immediately upon determination that Phillips Energy, Inc. card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours by registered or certified mail, personal delivery, or fax. You agree to pay for all products delivered through the Phillips Energy, Inc. card system prior to such notice. Fees for replacement card(s) will be $2.00 for the first and $5.00 for any additional.

c. You agree that, depending on your purchase volume, you will receive either bi-monthly or monthly statements. Payment for bi-monthly statement accounts will be due on the 1st and 15th of each month. Payment for monthly statement accounts will be due on the 20th of each month.

d. You understand that if you have not paid your balance by the due date on your statement, all card(s) on your account will be locked out for use unless you guarantee payment by placing a credit or debit card on file with Phillips Energy, Inc. You understand that if Phillips Energy, Inc. has to charge your card on file, your Proprietary Card discounts will be taken off of all purchases currently owed on your account. You understand that if the credit or debit card on file is declined, your card(s) will be locked out for use and your account will be placed on hold and your account will have finance charges assessed as outlined in Section I.

e. You understand if your Phillips Energy, Inc. card is locked out, a written request must be made to reinstate a Phillips Energy, Inc. card or account. We reserve the right to refuse to reinstate on any account. No cancelled account may be reinstated unless all monies owed are paid, including all charges and fees. A charge will be made to reinstate any account in the amount of $35.00.

III. Proprietary Card accounts may be cancelled upon 24-hour written notice by you. Should you cancel your account, all monies due will be paid within ten (10) calendar days of such cancellation. Upon notice of such cancellation, you shall return all Phillips Energy, Inc. cards to us.

IV. You accept any and all liability arising or resulting from misuse, unauthorized use, loss, or theft of any Phillips Energy, Inc. card(s) resulting in access to the Phillips Energy, Inc. card system maintained and operated by Phillips Energy, Inc. You also accept any and all liability resulting from all petroleum product spills due to negligence or misuse including but not limited to spill clean up costs. You understand that the rights conferred herein allow you access to and use of products and in consideration for the duties of you under this agreement.

I Have Read and I Acknowledge That I Understand and Agree, Both On My Own Behalf And On Behalf Of Any Other Person, Firm, Entity Or Corporation, To Be Obligated To Phillips Energy, Inc. under This Credit Agreement.

Customer's Signature: _____ DATE: _____

Customer's Signature: _____ DATE: _____

Account Password (Choose One) Favorite Color_____ Mother's Maiden Name_____ High School_____