

BECK SUPPLIERS, INC. – INSTALLATION/DELIVERY TERMS AND CONDITIONS – COMPANY OWNED TANK

1. Company shall sell to Customer and Customer shall purchase from Company, all Propane Gas (Propane) required by Customer for use at the address set forth herein (Installation) during the period of this Agreement, it being understood that Customer's Propane requirements shall include all of Customer's fuel and energy requirements during the period hereof for all purposes for which Company's Propane is now used by Customer, as well as any additional purposes hereafter adopted by Customer. Company shall deliver Propane in or into storage equipment leased to Customer by Company. If Customer shall at any time request delivery of Propane in less than full container lots or as an unscheduled delivery, Company reserves the right to adjust the delivered price.

2. Company shall install and lease to Customer during the period of this Agreement such Propane storage, regulating and other equipment (other than piping which shall be furnished in accordance with the Company's current price schedule) as Customer shall require at the Installation. Such equipment shall remain the property of Company and not become fixtures or part of the realty to which it is installed. Customer shall exercise due care to protect such equipment at all times and shall comply fully with all laws and regulations relating to the use of the equipment. Upon notice to Company that the equipment requires repair or maintenance, Company shall complete such repair or maintenance at Customer's expense unless attributed to normal wear and tear. Customer shall promptly surrender the equipment to Company upon any termination hereof in as good condition as at the date of delivery thereof by Company, ordinary wear and tear excepted.

3. Customer is solely responsible for the installation, servicing, repair, maintenance and annual inspection of all gas appliances and gas piping used with the equipment at the location. All work should be performed only by qualified service technicians. **Customer shall notify the Company in writing within ten (10) days of any and all repairs, modifications, alterations, replacements and installations of or to any gas appliances, the gas piping system and any Customer owned equipment used with the Propane at the location.** Customer warrants and agrees that if Customer fails to give the required ten (10) days' notice, that the Company shall not be responsible in any way for damages to, or loss of, property, and/or injury to, or the death of any person or person(s) including, without limitation, persons employed or engaged by Customer caused or arising out of the repair, modification, alteration, replacement or installation of any gas appliances, the gas piping system or any Customer owned equipment by the Customer or Customer's employees, agents or representatives or any third-party not affiliated with the Company. Company MAY from time to time (but is not obligated) to inspect the gas piping system or any Customer owned equipment used with the Propane. If Company determines, at any time and for any reason, that any of the same are not in safe condition or not in compliance with governmental or industry standards, the Company may terminate propane service to the location immediately.

4. **Customer agrees that, to the extent allowed by law, all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose or use, are excluded from and shall not apply to the sale of Propane, to the sale or lease of any equipment, or the provision of any services by Company. Customer assumes all risk of loss or damage to Company's equipment and shall reimburse Company for any loss or damage to such equipment, ordinary wear and tear excepted.**

5. A lease fee shall be paid by Customer if Customer takes delivery of less than the tank's full water capacity of Propane annually (amount due will be prorated based on actual usage). Lease fees are to be paid annually. Lease fees paid by Customer are not a deposit and are not refundable at the termination of this Agreement. **The lease fee will be waived by Company if the Customer takes delivery of more than the tanks full water capacity of Propane per year.** If Customer fails to use the tank's full capacity in two (2) consecutive years, Company has the right at its sole discretion to replace the tank with a smaller tank, or to terminate the lease and remove the tank and all equipment.

6. **All bills shall become due and payable within thirty (30) days after delivery with approved credit.** Otherwise, Company reserves the right to collect payment on or before delivery from any customer and such payment shall be payable at the collection office designated by Company. **If Customer fails to pay all amounts owed to the Company by the applicable due date, the Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance.** Company may also at any time require Customer to post with it a cash deposit as security for the payment of any sums owing hereunder. Such deposit may be applied by Company at any time to the payment in whole or in part of any sums owing hereunder. Customer shall be responsible for all costs and expenses, including attorney's fees, arising from Company's actions to collect amounts due and payable by Customer.

7. In addition to the fees and rates provided for elsewhere herein, Customer shall pay any license, permit or inspection fees, taxes or other charges imposed by any governmental authority upon or with respect to the transactions provided for herein.

8. This agreement shall continue for a period of one (1) year from the date hereof and thereafter from year to year, subject to the following rights of termination; (a) by either party at the expiration of any such period; (b) by either party after the breach by the other party of any terms or conditions hereof; (c) by either party in the event of the non-occupancy by Customer of the premises at the Installation (except during periods of non-usage authorized by the Company); (d) by Company as authorized in paragraph 5 herein. Upon any termination pursuant to (b) above, the party affecting such termination, in addition to any other remedies hereunder shall be entitled to collect from the other party a credit for any gas remaining in tank. The amount of credit per gallon will be the amount Customer paid per unit on Customer's last delivery. Company will assess a restocking fee.

9. Customer agrees that Company has an irrevocable right of entry to and exit from Customer's property, without Customer's prior notice, to deliver propane or to install, repair, service or remove the leased equipment or to perform any other services that Company deems reasonably necessary. Customer agrees to provide Company safe, free, and unimpeded access to the leased equipment, including but not limited to access free of snow, ice, water, mud and other hazards. Customer will mark or otherwise identify the location of septic systems, leach fields, and similar underground features as necessary to allow Company to safely install the leased equipment, perform services, and to make deliveries. Customer agrees Company has no obligation to contact Customer to access the leased equipment and may suspend deliveries or services in the event Company is unable to access the leased equipment. Customer will agree to surrender to the Company the leased equipment when the relationship with Company is terminated for any reason.

10. Company may shut off Customer's supply of Propane, without terminating this Agreement, for any of the following reasons: (a) non-payment of any sums owing by Customer hereunder, or any other breach by Customer of the terms and conditions hereof; (b) non-occupancy by Customer of premises at the Installation except during periods of non-usage authorized by Company; or (c) whenever, in Company's opinion, any equipment is not satisfactory for the safe and efficient storage or use of Propane.

11. No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other subsequent breach.

12. Company and Customer will establish how deliveries of Propane will be made to Customer. For "automatic delivery" Customers, Company will use commercially reasonable efforts to deliver Propane to Customer to maintain an adequate supply. **AUTOMATIC DELIVERY IS NOT A GUARANTY OR PROMISE THAT CUSTOMER WILL NOT RUN OUT OF PROPANE.** Company cannot absolutely predict or anticipate the rate at which Customer will use its Propane. Customer shall monitor the Propane supply and notify Company immediately if Customer's Propane supply is at risk of running out. If the location is not Customer's primary residence or is not occupied on a full-time basis, automatic deliveries may not be available to the Customer. If Customer is not on automatic delivery, then Customer is solely responsible for requesting deliveries of Propane. Customer must request such deliveries not less than five (5) business days prior to the date upon which delivery is expected. Customer shall pay Company's then current charges for all special deliveries of Propane, including off-route, weekend and after business hours deliveries. Customer understands and agrees that Company shall not (i) have any responsibility or liability if Customer runs out of Propane or (ii) be liable for any direct, indirect or consequential damages resulting from any such event, even if Customer is on automatic delivery.

13. **Customer agrees that it shall defend, indemnify and hold harmless the Company and all of its respective directors, officers, agents, employees and insurers from and against any and all claims, demands, damages, liabilities, losses, causes of action, judgments, fines, assessments, costs and expenses of any kind or nature, including attorneys' fees and costs and expenses of litigation for damages to or loss of property, and/or injury to, or death of any person or persons, including without limitation persons employed or engaged by Customer, and/or damages to the environment caused by or resulting from: (i) the transportation, delivery, storage or use of Propane; (ii) Customer's use and/or possession of the equipment; (iii) the installation, removal, use, misuse, breakage or malfunction of equipment not owned by the Company; (iv) the exhaustion of Customer's propane supply; (v) service discontinuance; (vi) Customer's breach of any of its representations, warranties, undertakings, promises and agreements set forth herein; (vi) any negligent acts or omissions of the Customer; and (vii) Customer's failure to comply with any and all federal, state or local laws, orders, ordinances, permits, rules and regulations with regard to Customer's use and/or possession of the equipment; provided, however, that Customer shall not have any indemnity obligations to Company for any damages, injuries or deaths to the extent they were caused by the Company's SOLE negligence.**

14. Company's obligation to perform hereunder is subject to strikes, floods, fires, war, whether declared or not, accidents, delays, embargoes, contingencies of transportation, governmental orders or regulations, compliance with requests or recommendations of any governmental authority, inability to obtain sufficient or suitable raw materials or supplies, Acts of God, natural disasters, weather conditions or other causes beyond Company's reasonable control.

15. Customer agrees that to the extent allowed by law, Customer's sole and exclusive remedy against Company shall be for the replacement or repair of any defective equipment provided by the Company. Customer agrees that no remedy, including but not limited to any remedy for special, indirect, incidental or consequential loss shall be available to Customer.

16. This Agreement shall insure to the benefit of and be binding on the parties and their respective successors, heirs, legal representatives and assigns, except that the agreement may not be assigned by Customer without written consent of Company.

17. Company hereunder means Beck Suppliers, Inc. may perform its duties and obligations hereunder either directly through its own employees or through a local authorized representative.

18. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contemporaneous negotiations, representations, agreements or understandings, both oral and written, between the parties hereto and neither party shall be liable or bound to the other in any manner by any representations not set forth herein. No employee, representative or agent of the Company has any authority to vary, amend or modify the terms of this Agreement.

19. Company is not responsible for furnishing fill, resurfacing, or restoring Customer's premises to the condition premises were in prior to delivery of and / or the installation, service and / or removal of equipment or Propane by Company.

20. **A leak test must be conducted whenever there is an interruption in gas service caused by an out-of-gas situation or otherwise. Customer understands that the Company requires access to the premises and buildings at the location in order to perform a leak test after delivering gas following an interruption in service.** Customer understands that the Company will turn off gas service to the location if Customer cannot provide the required access to do a leak test following such a delivery. Customer further understands that gas service cannot be restored in that situation until a leak test has been completed. Customer agrees that Customer will not turn on the valve to the propane container, turn on the equipment or provide a supply of Propane in that situation, nor will Customer allow a third-party to do so.

21. All fees are subject to change without notice.

22. Except as otherwise provided herein, if any provision of this Agreement is found to be invalid, the rest of the Agreement will remain enforceable.

23. **Customer acknowledges the receipt of propane safety information and instructions from the Company and agrees to read and follow the information and instructions and provide it to any residents, employees or tenants. Customer further acknowledges that he/she will contact Company if he/she does not understand any of the propane safety information and instructions. (please initial):**
 Receipt of Propane Safety Information _____,
 Can recognize the odor of propane _____,
 Has been instructed how to shut off the tank in an emergency _____.

Tank Installation Address: _____

City / State / Zip: _____

Tank Size: _____ Date: _____

Beck Suppliers, Inc. _____ Print

Beck Suppliers, Inc. _____ Signature

Customer _____ Print

Customer _____ Signature