

Customer to retain yellow copy



# Agreement for Propane Service and Equipment

INCORPORATED

Account # \_\_\_\_\_

Customer Name: \_\_\_\_\_  
(As account is to appear)

Delivery Address: \_\_\_\_\_  
Street number and name City State Zip

Owner Information: \_\_\_\_\_  
MPI or Customer Size Year Mfg. Serial No.

(Regulators and blocking are assumed to be the tank owner's property)

### Terms:

- General.** Customers agree to purchase entire requirements of propane from Company to be deposited in the equipment described above at the rate charged by the Company. The Customer is responsible for providing clear access to the equipment. Company shall not be responsible for any damage to Customer's driveway, access way, lawn, or landscaping resulting from the services reasonably provided under this agreement.
- Leased Equipment.** Leased equipment shall remain the sole property of the Company. Only the Company's representatives will be allowed to service the equipment. Company shall have the right to come upon the premises of the Customer at a reasonable time to inspect, adjust, install, relocate, replace or remove the Company equipment. Customer shall be responsible for the protection of the equipment and any resulting loss or damage, other than normal wear and tear.
- Customer Owned Equipment.** The safety and suitability of tank and associated equipment owned by the Customer shall be their exclusive financial responsibility. The Company assumes the same responsibility for the safety, servicing and suitability of Customer owned equipment as Company owned except for removal of equipment.
- Termination.** This Agreement shall continue until terminated upon written notice by Customer. The Company may terminate the Agreement immediately, without notice, in the event of nonpayment or other breaches of this Agreement by the Customer.
- Indemnity.** The Company provides service on a best effort basis. If, for any reason beyond its control, such as fire, storms, strikes, war, allocation or paralysis of product shipments, it is unable to supply propane or to otherwise perform the obligations called for under this Agreement, such as a failure or delay, this shall not be deemed a breach of this Agreement nor subject it to liability for failure to perform. Customer shall hold Company harmless from all claims for injury or damage, including attorney's fees, arising out of Customer's possession and use of the equipment. In no event shall the Company be liable for anticipated or lost profits or for incidental or consequential damages to Customer's real or personal property.
- Assignment and Notice.** Customer's rights or obligations under this Agreement shall not be assignable without Company's consent.
- Enforcement.** Any charges not paid within 30 days of delivery shall be subject to a late charge of 1 1/2% per month, compounded daily. Payment is due on delivery. For non-commercial and non-agriculture accounts, no deliveries will be made until all payments have been made for the prior deliveries. This Agreement shall be governed by the laws of the State of Wisconsin and the venue for any disputes shall be the Circuit Courts of Rock County, Wisconsin. Additional conditions are set forth on the reverse side which shall be considered part of this Agreement.

\_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Customer Signature Date

\_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Company Installer Signature Date

\_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Landowner Signature, (if different than customer) Date

\_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Branch Manager Signature Date

The above Customer and Landowner signature accepts the Agreement and also acknowledges receipt and understanding of Safety related materials called Propane Safety. The company installer's signature above is to signify that the equipment mentioned was installed in accordance with NFPA-58 and that both a "leak-test" (soap solution) and a "pressure-test" (presto tap) were performed.

<b>Milton</b>	<b>Sayner</b>	<b>Rochelle</b>	<b>Kaukauna</b>	<b>Waupun</b>	<b>Sturgeon Bay</b>
(800) 822-8046	(877) 445-3292	(866) 562-5999	(800) 747-1060	(800) 320-0375	(888) 909-4888

**Conditions:**

1. **Propane Dispatch.** There are two forms of dispatch with Courtesy Fill being the most popular method. Utilizing degree-day technology; the Company schedules delivery based on prior delivery patterns while adjusting daily in accordance with the temperature. Will Call is the other option available to customers who prefer to call us when they need a delivery. All Customers are required to periodically check their gauges especially with inconsistent use patterns including conservation and extreme weather conditions. Will Call Customers are to exclusively monitor their own propane tank gauge and contact us when it reaches no less than 30% of tank capacity, allowing 10-days to respond. The cost per gallon for Will Call service may be greater than Courtesy Fill for customers. Will Call dispatch service requires that we lock the fill-valve for both Company and Customer owned tanks to assure no other company is filling the tank.

2. **Propane Delivery.** The Company sells by the gallon and delivers its propane through state inspected meters that are annually measured for accuracy. An invoice showing the beginning/ ending meter read, total quantity delivered and total amount to be paid by Customer is printed with each delivery. This invoice will be left in a convenient location along with a self-addressed envelope. Cylinder deliveries are by exchange because of their portability, and DOT inspection requirements. Scales that are also State approved and annually inspected, measure the quantity and a per-gallon price conversion is done.

3. **Survey.** All Customers are surveyed when new and every three years there after as to how they would rate our service. They are asked if they would like information regarding safety, Pre-purchase, maintenance or to give comment regarding service. All customers are given the opportunity to formally express any concern relating to the safety, pricing or maintenance and allow us to better serve their needs. All customers are welcome to participate in the optional Pre-purchase Agreement by pre-buying propane during the generally lower priced time of the summer months to be delivered at a fixed price for the upcoming season.

5. **24 Hour / 7 Days a Week Service.** We maintain gas service on the outside of Customer's home or structure. The remainder of the gas system is the sole responsibility of the Customer. Branch offices are open 7:30 a.m. to 4:00 p.m. Monday - Friday. After hours calls will be directed by an answering service to the on-call employee who will return the call as soon as possible.

**6. Schedule of Fees;**

a. Additional or changes to services and related fees may occur without notice. Any service other than safety will be a chargeable item, based on time and materials. Hourly Rates start after a minimum charge of \$60.00. Rates are \$20.00 every 20 minutes after this. Tanks may be purchased within the first 30-days of becoming a customer or only if the customer already owns a tank or requires an underground tank. We do not sell cylinders 60# and larger.

b. Will Call customers requiring a Special Delivery for receiving a delivery in less than 10 days, less than the minimum gallon requirements or those who require an After-Hours Delivery, will be charged an extra fee of \$60.00, \$120.00 or \$240.00 depending upon the rerouting caused at the manager's discretion.

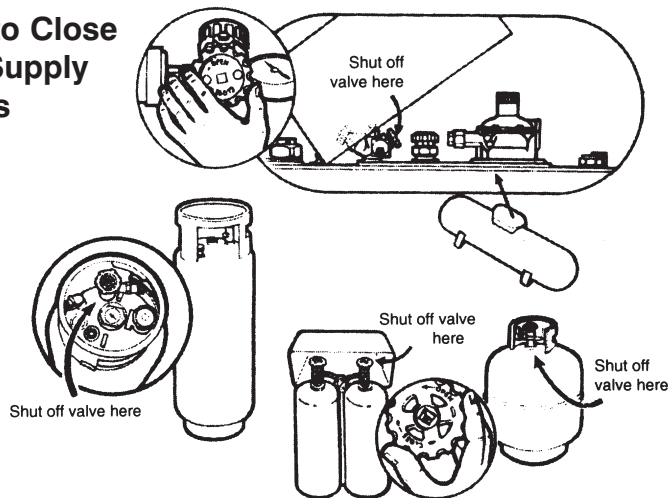
c. Returned checks will be charged \$60.00, which includes the bank processing charge.

d. Tank rental charges will be billed at the beginning of each year to accounts with annual usage from the year prior, less than the water capacity and pro-rated use of associated tank.

e. If this Service Agreement is terminated, a maximum termination fee of \$120 will be charged prior to issuing any refund.

f. Refunds will be calculated based on either the retail price of propane on the day of service termination or the price at which the propane was purchased, whichever is less.

g. Each delivery will be assessed a Fuel Recovery and Hazmat and Safety compliance fee. The first is designed to offset the significant cost and related increase of fuel used to power our fleet. Although the cost is currently \$4.94 per delivery, it is subject to change based on the cost of fuel. We will also charge a HazMat & Safety Compliance Fee. This fee covers a portion of the cost which must be expended in order to comply with federal, state and local government regulations concerning hazardous material, homeland security, emergency preparedness and workplace safety. It is also used to fund vital employee safety training, cylinder re-qualification, safety inspections and environmental compliance. Although the fee is not mandated by the government nor is it paid to any government agency, it offsets the costs we incur to meet these standards. This fee is currently \$4.95 per delivery.

**How to Close Gas Supply Valves****Take Immediate Action!**

- Put out smoking materials and other open flames.
- DO NOT**
  - Operate electric switches
  - Light matches
  - Use your phone

Any spark in the area where propane gas is present may ignite the gas. This could include the spark in a light switch, telephone, appliance motor, and even static electricity from walking across a room.
- Get everyone out of the building, vehicle, trailer, or area. **Do that IMMEDIATELY.**
- Close all gas tank or cylinder supply valves. (See diagram above.)
- Use your neighbors phone and call Milton Propane and the fire department. Even though you may not continue to smell gas, do not turn on the gas again. **Do not re-enter the building, vehicle, trailer, or area.**
- Let our propane service person and fire fighters check for escaped gas. Have them air out the area before you return.
- Have our properly trained propane service person repair the leak, then check and relight all of your gas appliances for you.

**Important Safety Reminders**

- Don't enter an area where you suspect a gas leak. If you are in such an area leave immediately.
- Be alert for propane odor when working in areas where propane is used. Even a faint odor may indicate a hazardous situation.
- Do not try to judge for yourself the level of danger of a gas leak by trying to determine if one smell of gas is weak or strong. All gas leaks pose a serious risk.
- Repeated pilot outages could indicate a hazardous condition. Don't attempt to relight the pilot, or service your equipment. Call your Propane Dealer.
- If you choose to light your own pilots, call your Propane Dealer for instructions.
- Before lighting a propane gas appliance, sniff around the area at floor level. If you smell gas, don't light the appliance!
- Shut off the gas immediately at the tank, if your appliance has been flooded. Do not use your heating system again until the wet or flooded equipment has been checked and serviced.
- Improperly vented or defective appliances can cause potentially fatal carbon monoxide poisoning. Have your propane system and appliances periodically inspected by your Propane Dealer.
- Don't tamper with or use tools to operate controls. If controls are difficult to operate by hand call your Propane Dealer immediately.
- Keep combustible products, like gasoline, kerosene or cleaners in a separate room from propane appliances. Your appliance pilot lights could ignite fumes from these combustibles.
- Don't operate any gas appliance without reading the instructions carefully.

**Ask About Purchasing A Leak Detector**

IT HAS BEEN SUGGESTED THAT:

- Some people (especially the elderly) are unable to detect the smell of gas.
- Colds, allergies, sinus congestion, and the use of tobacco, alcohol, or drugs, may diminish your sense of smell.
- Cooking odors or other strong odors can cover-up the smell of gas.
- On rare occasions, propane gas may lose its distinctive odor - this is called "odor fade." Air, water, and rust in a propane tank or cylinder may weaken the gas odor, especially if the valves were left open after the container has been emptied.
- Sometimes propane gas can lose its odor if a leak occurs underground.