



PROPANE CUSTOMER SERVICE AND GAS SYSTEM AGREEMENT



Account # \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_
State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Date of Inspection \_\_\_\_\_ Branch/Location \_\_\_\_\_

PROPANE SERVICE [ ] WILL CALL [ ] SCHEDULED DELIVERY [ ] COD REASON FOR AGREEMENT:
EQUIPMENT LEASE BILLING FREQUENCY (if applicable) [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Annual [ ] N/A
JURISDICTIONAL ACCOUNT [ ] Yes [ ] No SEASONAL RESIDENCE [ ] Yes [ ] No HOME TEMP. MONITOR INSTALLED [ ] Yes [ ] No
TANK LEVEL MONITOR INSTALLED [ ] Yes [ ] No

Table with columns: EQUIPMENT LEASED UNDER THIS AGREEMENT, MANUFACTURER, SIZE, SERIAL NUMBER, TYPE, %, CUSTOMER OWNED, EQUIPMENT LEASED, INITIAL ANNUAL LEASE FEE. Rows include CONTAINER(S), REGULATOR, and METER.

OTHER EQUIPMENT: Y/N Y/N \$
Table with columns: INITIAL PRICES AND FEES, TAX, TOTAL. Values: \$, \$, \$

The customer agrees to the purchase of gallons and payment of fees as shown below. Except as otherwise provided herein, these prices and fees are in effect as of the Agreement Date and are subject to future change based on market fluctuations and other conditions.
Minimum Annual Purchase: \_\_\_\_\_ Gallons
Minimum Delivery: \_\_\_\_\_ Gallons
Initial Gas Price per Gallon: \_\_\_\_\_
[ ] Installation Fee \$\_\_\_\_\_(per tank)
[ ] Removal Fee \$\_\_\_\_\_(per tank)
[ ] Reconnection Fee \$\_\_\_\_\_(per tank)
[ ] Other Charges \$\_\_\_\_\_(per tank)
List Other Charges \_\_\_\_\_

COMMENTS

DISCLOSURES UNDER THE FEDERAL CONSUMER LEASING ACT. CUSTOMER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT HE/SHE HAS CAREFULLY REVIEWED THE LEASE SUMMARY INFORMATION SET FORTH AT THE BEGINNING OF THIS AGREEMENT, AND HAS SATISFIED HIMSELF/HERSELF CONCERNING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

I, the undersigned Customer, acknowledge that I have received copies of warning brochure(s). I have agreed to read and follow the safety rules in those brochure(s) and to share the information with my family and/or employees to help keep everyone safe and to reduce the risk of serious and potentially fatal injury, fire, and explosion.
I have read, understand, and agree to all of the terms of this Agreement, which include those contained on all two pages of this Agreement.

Santa Energy Representative Name \_\_\_\_\_ Customer Name - Print \_\_\_\_\_
Santa Energy Representative Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

- Equipment Charges.** If Equipment is leased customer agrees to pay the applicable Equipment deposits and non-refundable service and lease fees shown on the face of this Agreement. Santa Energy herein after referred to as "the Company" shall have the right to increase these deposits and fees at any time upon 30 days notice to Customer.
- Propane Charges.** The charge for propane sold to Customer will be calculated at the current price charged by the Company at the time of delivery for the applicable class of Customer. For propane stored in metered tanks on Customer's premises, the Company will charge Customer for propane usage as measured through the meter.
- Payment Terms.** Customer agrees to pay all invoices for products or services promptly upon receipt and a late charge of 1.5% per month (or the maximum allowed by law in your state) on any balance remaining unpaid 30 days after the invoice date. In addition, Company shall be entitled to recover from Customer its reasonable collection costs, including attorneys' fees.
- Ownership of Leased Property.**

\_\_\_\_\_ (a) **CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS THE SOLE RIGHT TO FILL THE LEASED EQUIPMENT**  
Initial here **WITH PROPANE GAS AND THAT CUSTOMER SHALL NOT FILL THE LEASED EQUIPMENT WITH ANY SUBSTANCE OR PERMIT ANY PERSON**  
**OTHER THAN THE COMPANY OR THE COMPANY'S AUTHORIZED AGENTS TO DO SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS**  
**AGREEMENT, THE PARTIES SPECIFICALLY AGREE THAT IN THE EVENT THE CUSTOMER FILLS, OR PERMITS ANY PERSON OTHER THAN THE COMPANY**  
**OR THE COMPANY'S AUTHORIZED AGENTS TO FILL, THE LEASED EQUIPMENT WITH ANY SUBSTANCE, THE COMPANY MAY TERMINATE THE AGREEMENT**  
**IMMEDIATELY UPON GIVING NOTICE TO CUSTOMER.**

\_\_\_\_\_ (b) **[UNDERGROUND TANKS ONLY]. CUSTOMER SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO PURCHASE ANY UNDERGROUND**  
Initial here **PROPANE TANK AND RELATED APPURTENANCES COVERED BY THIS AGREEMENT FROM THE COMPANY DURING THE TERM OF THE**  
**AGREEMENT. THE PURCHASE PRICE OF THE UNDERGROUND TANK AND RELATED APPURTENANCES IS \_\_\_\_\_ AND WILL REMAIN THE SAME**  
**DURING THE TERM OF THE AGREEMENT. PARAGRAPH 18 OF THIS AGREEMENT, COVERING CUSTOMER OWNED TANKS AND EQUIPMENT, WILL**  
**APPLY TO AN UNDERGROUND TANK PURCHASED BY THE CUSTOMER.**

\_\_\_\_\_ (c) **[ABOVE GROUND TANKS ONLY]. CUSTOMER SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO PURCHASE A NEW ABOVE GROUND**  
Initial here **TANK AND RELATED APPURTENANCES FROM THE COMPANY DURING THE TERM OF THE AGREEMENT AFTER THE CUSTOMER SIGNS THIS**  
**AGREEMENT. THE PURCHASE PRICE OF THE ABOVE GROUND TANK AND RELATED APPURTENANCES IS \_\_\_\_\_ PLUS AN INSTALLATION FEE OF \_\_\_\_\_.**  
**THE PURCHASE PRICE AND INSTALLATION FEE WILL REMAIN THE SAME DURING THE TERM OF THE AGREEMENT. PARAGRAPH 18 OF THIS AGREEMENT,**  
**COVERING CUSTOMER OWNED TANKS AND EQUIPMENT, WILL APPLY TO ANY ABOVE GROUND TANK PURCHASED BY THE CUSTOMER.**

5. **Installation, Maintenance, and Service.** the Company agrees that it shall install the leased Equipment on the premises in a manner consistent with recognized safety standards existing at the time of installation. the Company also agrees that it shall be responsible for maintenance and service of the leased Equipment, and shall undertake all repairs necessary to keep the leased Equipment in safe working condition, provided that the Company's responsibility for maintenance and service of the leased Equipment is subject to provisions of Section 6 herein. At its sole option, the Company may from time to time substitute property of similar description for the leased Equipment, or any part thereof, and the property substituted in place of the original leased Equipment shall thereupon become the leased Equipment.

6. **Customer's Obligations. (a) Loss and Damage.** Customer specifically agrees that it shall not commit any waste or damage of or to the leased Equipment; nor shall Customer deface, remove, or conceal any name, mark, and/or identifying device on the leased Equipment; **nor shall Customer make any repairs to the leased Equipment.** Customer agrees to notify the Company of any damage to, or destruction of, the leased Equipment as soon as Customer becomes aware of such damage or destruction. In the event of any damage or destruction, the Company shall make repairs or replace the leased Equipment as the Company believes reasonably necessary, and Customer specifically agrees to reimburse the Company for all expenditures of labor and materials incurred by the Company to repair or replace any damage to, or destruction of, leased Equipment caused by, or arising from, Customer's intentional and/or negligent acts, and/or failures to act, in violation of this Agreement. Customer acknowledges that the Company does not carry any property damage insurance coverage on the leased Equipment, and that Customer may, at Customer's option and its sole expense, purchase property damage insurance covering the leased Equipment. **(b) Control of Equipment.** Customer shall have exclusive control of the leased Equipment and propane product so long as they remain in Customer's possession. **(c) Access to Equipment.** Customer agrees to provide safe and unobstructed access by the Company to the leased Equipment, and grants the Company the irrevocable right to enter upon Customer's premises to install, service, fill, repair, replace, and remove the leased Equipment. Customer agrees to bear the risk of damage and the cost of repairing any damage to driveways, sidewalks, curbs, lawns, septic systems, and other property resulting from such access and entry. **(d) Modifications. Customer warrants and agrees that the Company shall not be responsible in any way 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, caused by or arising out of the repair, modification, alteration, installation, removal, or maintenance of Customer's propane piping, propane appliances, or any other component of the Customer's propane distribution system by the Customer or Customer's employees, agents, or representatives, or any other third-party not affiliated with the Company. **(e) Notice of Modification.** Customer shall notify the Company within 10 days of any alteration, modification, repair, or maintenance performed on the Customer's propane distribution or any installation or removal of any propane distribution system component including, but not limited to, propane piping, appliances, and equipment. **(f) Pet(s).** We are not responsible for customers' pets. It is Customer's responsibility to keep pets inside during delivery and/or in a separate room when a technician is servicing the equipment.

7. **Taxes.** Customer shall be responsible for all personal property taxes and all other taxes, assessments, or similar charges imposed by any governmental authorities upon the Equipment or its use during the term of this Agreement. Company shall have the right to pay such taxes on behalf of Customer and to recover same from Customer upon written notice.

8. **Agreement Term.** The term of this Agreement shall continue in effect until terminated as provided in this Agreement.

9. **Termination.** Either party may terminate this Agreement at any time without cause upon 30 days written notice to the other party. In addition, the Company may terminate this Agreement, discontinue propane sales or the provision of services, seal and "lock off" the tank, and exercise any other available remedies at law or in equity immediately and without notice if Customer fails to make timely payment for any lease fees, propane purchases, or other payment obligations hereunder, or fails to abide by or perform its obligations under any of the terms of this Agreement. Upon any termination of this Agreement, Customer nevertheless shall remain obligated to pay all amounts due to the Company hereunder, including the removal fee and shall remain responsible for safekeeping of the Equipment until removed by the Company. Customer shall receive credit for any unused gas remaining in the tank at the price charged per gallon during the most recent delivery prior to termination or be reimbursed for such gas if the amount cannot be credited. Customer agrees to bear the expense necessary to make the Equipment accessible to the Company, including bringing underground tanks and other equipment to ground level for service or removal. Company shall have no obligations for restoration or change to Customer's premises.

10. **Exclusion of Warranty.** Customer agrees that, to the extent allowed by law, all warranties, whether expressed 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, lease, or loan of any Equipment; nor to the provision of any services by Company. The Company makes no warranty or guaranty to maintain Customer's propane supply at a specific level or inspect Customer's propane supply on a specific schedule even if the Customer is on automatic delivery. Accordingly, Customer acknowledges that under no circumstance shall the Company be liable for any direct, indirect or consequential damage resulting from out-of-gas situations and that the Company is immune from any liability whether based on negligence, breach of warranty or contract or otherwise.

11. **Limitations of Remedy.** 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 items provided by Company. Customer agrees that no other remedy including, but not limited to, any remedy for special, indirect, incidental, or consequential loss shall be available to Customer.

12. **Delay or Failure of Performance.** Any delay or failure of performance hereunder on the part of the Company including the failure to supply propane shall be excused without liability if the delay or failure of performance results from accidents, weather conditions, acts of God, government regulation, fire, floods, labor disturbances, terrorism, breakdown or other failure of equipment, inadequate wholesale supplies of propane, or any other causes beyond the reasonable control of the Company. Additionally, the Company will not be responsible for damages for failure to deliver propane to vacant or unattended premises or premises that are not readily accessible by our employees.

13. **Non-Assignability of Agreement.** Customer agrees that, at all times during the term of this Agreement, it shall not assign, transfer, sublease, pledge as security, or otherwise dispose of its limited interest in the leased Equipment as set forth in this Agreement without the prior written consent of the Company.

14. **INDEMNIFICATION.** Customer agrees that it shall defend, indemnify, and hold harmless the Company, and all of its affiliates and all of their respective directors, officers, agents, employees, and insurers, from and against any and all claims, demands, damages, environmental damages and/or liabilities, losses, causes of action, judgments, fines, assessments, costs, and expenses of any kind or nature, including all attorneys' fees and all costs and expenses of litigation and court costs (including attorneys' fees and costs and expense of litigation and court costs incurred in enforcing this provision) 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 arising or resulting from: (a) Customer's use and/or possession of the leased Equipment; and/or (b) Customer's breach of any of its representations, warranties, undertakings, covenants, promises, and agreements as set forth in this Agreement; and/or (c) Customer's failure to comply with any and all applicable federal state or local laws, ordinances, order, permits, rules, and regulations with regard to Customer's use and/or possession of the leased Equipment, provided however, that Customer shall not have any indemnification obligations to the Company for any damages, injuries, or deaths to the extent that such damages, injuries, or deaths are caused by, or arise or result from, the Company's negligence.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes any and all prior or contemporaneous negotiations, representations, agreements, or understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and neither party shall be liable or bound to the other in any manner by any representations not set forth herein. This Agreement may not be altered, modified, or amended unless done so by a writing signed by each party hereto.

16. **Severability.** If any term or provision set forth in this Agreement shall be determined to be invalid or unenforceable the remainder of this Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

17. **Choice of Law.** This Agreement, and all rights, obligations, and duties arising hereunder, and any disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the State of Connecticut.

18. **Customer-Owned Tanks and Equipment.** All terms and conditions stated herein shall apply to Customer-owned tanks and equipment except for paragraphs 1, 4, 5, and 6(a). Paragraphs 6(b) through 6(f), inclusive, shall apply not only to leased Equipment, but to Customer-owned tanks and equipment. Customer further agrees and acknowledges that Customer is solely and entirely responsible for the maintenance, servicing, and repair of all Customer-owned tanks and equipment and that Customer must comply with all applicable codes, rules, and regulations with respect to Customer-owned tanks and equipment. the Company further reserves the right to refuse to deliver propane to any Customer-owned tanks or equipment that it finds to be unsafe or that otherwise fail(s) to meet applicable codes, rules, and regulations.

19. **Landlord Responsibilities.** Landlords agree to provide the safety warning brochure to all tenants, along with all other safety information provided by the Company. the Company will provide additional copies of the safety information upon request.

## AGREEMENT:

If applicable, customer agrees to lease the container(s), meter, pump, and related equipment identified throughout this document as the "Equipment." Customer agrees to purchase from the Company all of Customer's propane gas requirements for use at the applicable address indicated within this document, all in accordance with this Agreement, including the Terms and Conditions. Customer agrees to use the Equipment and propane gas products in accordance with the safety information provided by the Company as of the date of this Agreement up until the termination of this Agreement. Customer will not allow anyone other than the Company to supply propane to any container being leased from the Company. Customer will not allow anyone other than the Company to disconnect or move any container being leased from the Company.