



## Residential Service Agreement

This agreement for propane fuel delivery is between Premier Propane and:

**Name:**   
Hereafter known as "the Customer"

**Delivery Address:**

**City:**

**Zip Code:**

**State:**

**Home/Mobile Phone:**

**Work/Fax:**

**Email:**

**Mailing Address:**   
(if different from Delivery Address)

<p><b>First Fill Price:</b> \$ <input type="text"/></p>	<p><b>Requested Tank Size:</b>  <input type="checkbox"/> 120 <input type="checkbox"/> 250 <input type="checkbox"/> 330  <input type="checkbox"/> 500 <input type="checkbox"/> 1,000  <input type="checkbox"/> Customer Owned Tank            Size: <input type="text"/></p> <p>Current Tank %: <input type="text"/></p> <p><input type="checkbox"/> <b>Pre-buy Program</b></p> <p><b>Scheduling Preference:</b> (Please select 1 option)  <input type="checkbox"/> Will Call <input type="checkbox"/> Auto Fill            Auto Fill required approved credit and/or a credit card payment authorization form.</p> <p><b>Payment Preference:</b>  <input type="checkbox"/> CoD <input type="checkbox"/> CC <input type="checkbox"/> Net Terms* <input type="checkbox"/> Budget*  <small>*Subject to qualification and season availability</small></p>
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**It is understood** that by signing below, the **Customer** is accepting the above selected fuel delivery program and pricing, and accepts the **Premier Propane** Fuel Delivery Terms (see page 2 of the Service Agreement). Customer acknowledges that **Premier Propane** is the owner of all equipment provided and is entitled to recover the equipment upon any breach of this agreement.

**It is also understood** that if the **Customer** fails to use a minimum volume of propane (according to tank size requirements) during a twelve (12) month period, a standard service charge and equipment rental fee (in accordance with standard company policies at the time of invoicing) may be applied to the customer's account. Tank size minimum usage requirements are as follows:

Tank Size	Required Annual Consumption
120 Gallon Tank	132 Gallons
250 Gallon Tank	275 Gallons
330 Gallon tank	400 Gallons
500 Gallon Tank	750 Gallons
1000 Gallon Tank	1500 Gallons

**It is further understood** that Premier Propane must first accept this agreement before it becomes effective and can revoke this agreement at any time.

The Customer must inform Premier Propane of all in-home and underground utilities (to include but not limited to electrical, telephone, data, security, cable, or any other supplied service) before any equipment is scheduled to be installed on the customer's property. Any damage to utilities not identified by the customer will be the responsibility of the customer.

The Customer is also responsible for monitoring fuel level in the propane storage equipment. Premier Propane is not responsible for either direct or indirect damage, injuries, or liabilities caused by the use of propane or by freezing temperatures.

In consideration for the services provided by Premier, the Customer will (to the fullest extent permitted by law) hold

harmless Premier Propane and its agents and employees against any claims, damages, losses and expenses, arising out of or resulting from the work of Premier Propane and its agents or employees.

#### Other General Information

- A. "Will call" (Customer authorizes delivery only upon customer's request) will incur a delivery charge of \$100 per trip if same day delivery is requested during regular business hours. A delivery charge of \$125 per trip will apply for will call customers if same day delivery is requested after regular business hours and on Saturday or Sunday.
  - a. Normal "will call" deliveries are performed within 3 business days following receipt of the order. Premier Propane must receive all "will call" orders by 3:00pm (business day) to be considered for routing on the next business day.
- B. "Keep full" (Customer authorizes Premier Propane to make deliveries on a route to keep the tank full) will be subject to the same delivery charge as will call customers if regular deliveries are not possible due to a credit hold or other situations beyond Premier Propane's control.
- C. **Price:** The propane price is the current prevailing price per gallon delivered for customer's usage, as provided on Premier Propane's price schedule, a copy of which is available at the office upon request. A metered ticket showing the number of gallons delivered and price per gallon will be left at or mailed to the customer's address.
- D. **Delivery:** The Customer authorizes delivery with or without customer present and authorizes Premier Propane to enter the property for deliveries; for maintenance, inspection and removal of Premier Propane equipment (without legal process); and for all other purposes related to this Agreement. Delivery is subject to availability of product, satisfactory condition of equipment, strikes and labor shortages, weather and other acts of God, embargoes, transportation contingencies, government orders or regulations, and any other conditions or circumstance beyond Premier Propane's control.
- E. **Payment:** Payment is due within 30 days of deliver (excludes pre-pay only) and interest accrues at the rate of 1.5% per month (18% annual interest rate) on the unpaid principal balance due. Customer shall additionally be liable for reasonable attorneys' fees and court costs in the event that debt collection is required for any amount past due. Customer shall be liable for all charges for returned checks as provided in G.S. 6-21.3 and G.S. 25-3-506. If Customer fails to timely pay any amount due under this Agreement, Premier Propane reserves the right, without terminating this Agreement, to make no further deliveries, to adjust or disconnect its equipment to prevent further withdrawal from the tank, and to require cash on delivery (CoD).
- F. **License, Fees and Taxes:** The Customer will acquire and pay any license, permit, and inspection fees, or other taxes imposed upon or with respect to the installation, storage, or use of LP gas or equipment installation location. If the Company acquires and/or pays the same, the Customer will reimburse the Company upon receipt of the Company's invoice.
- G. **Tank Removal Charges:** In the event either party terminates this Agreement with or without cause, Customer shall be entitled to a credit (or refund, if there are no other payments or charges due to Premier Propane after application of all charges and any security deposit) based on the gallons in the tank so removed at the last purchase price and the Customer shall be liable for a restocking fee of 20% of the refund. This section DOES NOT apply to Customer-Owned Tanks.
- H. Customer is obligated to: (a) purchase all propane requirements from Premier Propane (excludes customer-owned tanks); (b) notify Premier Propane of any apparent damage to Premier Propane or customer's equipment; (c) observe all safety codes and requirements; (d) notify Premier Propane prior to disconnecting or installing any propane appliances and for resumption of service after interruption; (e) not remove or deface Premier Propane's identifying tag on the tank; (f) not move, handle, disconnect or otherwise tamper with or damage Premier Propane's tank or equipment; (g) notify Premier Propane prior to moving to a new residence and be liable for continued service upon any failure to do so.
- I. Premier Propane's non-exclusive remedies upon customer's breach include the right to: (a) make no further deliveries; (b) apply any security deposit to total amount due; (c) obtain immediate possession (without legal process) of its tanks and equipment; (d) and to charge a tank removal fee and restocking fee in accordance with this agreement.
- J. Premier Propane will comply with all safety codes imposed by statute. Premier Propane warrants that it has good and marketable title to the propane delivered; Premier Propane makes no other warranties or representations of any kind, express or implied, including, without limitation, any warranty as to suitability or fitness for a particular use or purpose of the propane or equipment or facilities described above, or merchantability, and expressly disclaims and excludes all such warranties.
- K. **Termination:** This Agreement will continue in effect until terminated. Either party may terminate this Agreement with or without cause by giving 30 days written notice to the other party. Premier Propane may terminate this Agreement immediately and without notice for any of the following causes: customer fails to timely pay any amount due, files a petition in bankruptcy, or otherwise breaches this Agreement; the minimum annual purchase requirements are not made; customer obtains propane from another supplier or fills tank with propane from another supplier; customer assigns or transfers this Agreement without prior consent or abandons or vacates the premises; customer refuses or obstructs delivery; or the premises upon which the equipment is located is sold or conveyed, or is the subject of any foreclosure proceedings, or is the subject of

any sale pursuant to judicial process.

- L. **Amendment:** This Agreement may be amended by Premier Propane upon written notice to customer or by posting written agreement on company website, provided that customer may reject such amendment by written notice to Premier Propane of termination of this Agreement given within 10 days of the notice of amendment.
- M. Premier Propane shall not be liable for any loss or damage caused by or arising out of: (a) any service interruptions or Premier Propane's inability to make delivery due to labor strikes, acts of God, or shortage of propane, failure under this agreement due to fire, explosion, lightening, pest damage, power surges or failure, water, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, or any other condition or circumstance beyond Premier Propane's control; (b) Premier Propane's non-delivery due to customer's failure to pay or other breach of this agreement; (c) any interruption of service, filling of tank, or disconnect of service without prior notice to Premier Propane; (d) any defect in or damage to any line, equipment or appliances of customer; (e) any acts or omission of another supplier; (f) damage to customer's driveway or landscaping or any failure of customer to remove impediments to Premier Propane's installation and service of tank.
- N. **Miscellaneous:** This agreement is severable such that the invalidity of any provision shall not affect the remaining provisions. Any failure or delay of Premier Propane's enforcement of this agreement shall not be deemed a waiver of any present rights or any subsequent breach by customer. This agreement is binding upon and shall inure to the benefit of customer's and Premier Propane's successors and assigns; except that it may not be assigned by customer without Premier Propane's prior written consent.
- O. **General:** This agreement constitutes the entire Fuel Delivery and Payment Agreement between the Customer and Premier Propane and replaces all prior Agreements, both oral and written. No oral promises, understandings, warranties – expressed or implied, shall be deemed part of this Agreement. No alterations, amendments, or waivers shall be binding upon the Company, unless it is in writing and signed by the Company's authorized representative.

Please adhere to the following rules:

1. Your tank and the area around it must be kept clear of all trash, debris, and any type of structure not previously approved by Premier Propane's representative. If you plant flowers, shrubs, trees, or other items, please leave 3 feet between the tank and what is planted for filling, inspections, and maintenance. Damage to plants or other items around the tank are not the responsibility of Premier Propane.
2. A readable address must be legible and seen from the road.
3. Gates must not be locked at delivery time.
4. Animals (dogs or other animals that may pose a threat to our driver) must be restrained at delivery time.

**By signing below**, the Customer acknowledges that both documents have been read (both the "Service Agreement" and the Premier Propane "Fuel Delivery Terms"), and are understood by the Customer.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer Name (Printed):** \_\_\_\_\_

## Fuel Requirement Survey

Total square footage of the heated area in your house (approximations are acceptable):

Please indicate the appliances that use propane in your house by placing a check mark in the appropriate box:

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> Furnace                     | <input type="checkbox"/> Water heater                  | <input type="checkbox"/> Pool heater |
| <input type="checkbox"/> Dryer                       | <input type="checkbox"/> Stove                         | <input type="checkbox"/> Spa heater  |
| <input type="checkbox"/> Garage heater               | <input type="checkbox"/> Generator                     | <input type="checkbox"/> Fireplace   |
| <input type="checkbox"/> Permanent outdoor gas grill | <input type="checkbox"/> Other (Please describe) _____ |                                      |
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Do you use alternative heating?

Yes     No

Estimated (or past) annual fuel consumption:

How did you hear about us?

Yellow Pages     Internet     Newspaper  
 Referral         Signage     Other: \_\_\_\_\_

Current LP Service Provider:

\_\_\_\_\_