



G&B Oil Company, Inc.
D.B.A.

* Contractor, Developer, Realtor other (Spec Home) _____
Signed and filed UCC-1 Form _____
I agree to have future buyer/owner of home sign a G&B Energy
Underground Tank Agreement, or exercise an option to terminate
service provided in this agreement _____
Location _____
Lot # _____ Date _____

PROPANE GAS SERVICE AND PURCHASE AGREEMENT

This agreement, made this the _____ day of _____, _____, between G & B Oil Company, Inc., which is based in Elkin, N.C. with a service center in _____ (“G & B”) and _____ residing at the address of _____ (“Customer”)

- Agreement to buy and sell-** G & B agrees to sell, and Customer agrees to purchase from G & B all propane required by Customer.
- Installation and Title to Equipment-** G & B agrees to install the following on Customer’s premises:

<u>ITEM(S)</u>	<u>QUANTITY</u>	<u>SIZE</u>	<u>SERIAL #</u>	<u>RENT/LEASE \$</u>

G & B may substitute or adjust equipment as necessary. Title of all equipment remains with G & B.

- Price and Payment-** Customer agrees to pay G & B for all propane delivered to the above premises listed above in accordance with G & B’s schedule of prices then in effect and applicable to Customer’s class of usage and volume, plus applicable taxes. The one-time installation fee is nonrefundable. Where applicable, Customer shall also be responsible for rental fees and or security deposits. Late charges consistent with applicable law will be assessed on past due invoices.
- Minimum Purchase Requirement-** Customer agrees to purchase a minimum amount of propane, indicated below, each year that this agreement remains in effect. 12-month consumptions are reviewed annually beginning May 1st and ending April 30th of each year. Should Customer’s propane consumption be less than the minimum, Customer may be charged a minimum annual usage (M.A.U.) fee. Rental and M.A.U. fees are subject to change with increased business related costs. Partial fill of tank(s) requests by Customer may be assessed a delivery charge.
- Maintenance-** Customer agrees that all service of G & B owned equipment shall be performed by G & B personnel. At all times Customer shall grant G & B the necessary access to Equipment in order to inspect, service, change or remove all or part of the equipment. Customer agrees to maintain driveway surface to support weight of delivery trucks, and G & B assumes no repair liability if driveway construction is inadequate. G & B shall be held harmless for unauthorized servicing of G & B’s equipment and for liabilities caused by Customer owned LP equipment.
- Change of Ownership of Premises-** Customer agrees to notify G & B within (5) days of any sale or change of title to premises pursuant to this Agreement.
- Cancellation and Default-** This Agreement may be cancelled by either party upon (10) days written notice, provided however, that either party may immediately terminate this Agreement should there be a material default of this Agreement. Customer hereby grants G & B the absolute right upon termination, to remove its Equipment without notice to Customer. It is further agreed that G & B shall not be liable for any damage to the above described premises occasioned by any removal of G & B’s Equipment including the removal of underground tanks and piping.
- Damages; Interruption of Services-** It is agreed that G & B will supply Customer with all of its propane requirements, but G & B shall not be liable to Customer or other parties for failure to do so if such failure is caused by an act of God, war, labor disturbances, or any other cause beyond its control. G & B shall not be liable to Customer or other parties for personal injuries, property damage or other damages, losses or expenses resulting from the exhaustion of Customer’s propane supply.
- Taxes-** Customer shall be solely responsible to pay all taxes, including taxes for installation and service charges and all sales tax on propane.

CUSTOMER agrees that he/she has read, understands, and will abide by the terms of this Agreement.

*SCHEDULE OF CURRENT FEES

RATE CODE _____ INSTALLATION FEE \$ _____ DEPOSIT \$ _____
MINIMUM ANNUAL USAGE _____ gallons M.A.U. FEE \$ _____ (If applicable)

CUSTOMER _____ G & B OIL COMPANY, INC.
REPRESENTATIVE _____

ADDENDUM—UNDERGROUND TANK AGREEMENT

Customer agrees that the underground storage tank(s) remains the property of G & B, and in the event this agreement is terminated for any reason, Customer at their option shall:

- Pay G & B the full cost of removing the underground storage tank(s) from Customer’s property, including the cost of filling, repairing or landscaping; or,
- Purchase G & B’s underground tank(s) in place at the then retail price of a new tank(s) of similar size and design; or,
- Deliver to G & B, at a location designated by G & B, a new underground storage tank(s) of similar size and design to replace the tank(s) Customer elects to keep.

Customer’s failure to make an election within (10) days shall constitute an election under (a) above. All terms of the Propane Gas Service And Purchase Agreement apply to this ADDENDUM.

Customer _____ Date _____