



# Propane Gas Service & Purchase Agreement

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ G & B Oil Company, Inc. ("G & B") with a service center located in \_\_\_\_\_ and \_\_\_\_\_ ("Customer") enter into an agreement whereby the Customer agrees to purchase propane gas from G & B under the following conditions:

1. G & B agrees to sell, and Customer agrees to purchase all propane required by Customer. G & B shall not be liable to Customer or other parties for failure to deliver propane if such failure is a result of shortages, labor unrest, extreme weather conditions or due to any condition beyond the control of G & B. It is further agreed that G & B shall not be liable to the customer or other parties for personal injuries, property damages or other damages, losses or expenses resulting from the exhaustion of Customer's propane supply.
2. G & B agrees to install the following on Customer's premises located at:

Tank Info: Size \_\_\_\_\_ Serial # \_\_\_\_\_ AG or UG (UG see pg 2)

Anode Bag: YES / NO      Regulators \_\_\_\_\_ #      Lease \$ \_\_\_\_\_

List other items \_\_\_\_\_

3. Customer agrees to purchase a minimum amount of propane each year (May 1st thru April 30th). Should Customer's propane consumption be less than \_\_\_\_\_ gallons per year, Customer may be charged a minimum annual equipment usage fee of \$\_\_\_\_\_ per year. Partial fill of tank by Customer request may be assessed an additional delivery fee\*.
4. Customer agrees to pay any taxes, permits, inspection fees and any agreed upon installation fees.
5. Customer agrees to maintain driveways and access to the tank in a passable condition. G & B is not responsible for any damage to driveways which are not caused by the negligence of G & B employees.
6. This agreement is not assignable or subject to transfer by the Customer in any manner and shall be subject to termination by G & B if the Customer ceases to use or occupy the property to which the propane is delivered. It is the Customer's responsibility to notify G & B in writing when this occurs. Notification does not release the Customer of any of the provisions of this agreement.
7. In the event the Customer terminates this agreement, a tank removal fee (current service fee) may be assessed. It is agreed Underground tank removal fees shall be based on actual costs at time of removal. G & B will reimburse the Customer for any unused product at the price paid by customer less a restocking fee\*.
8. G & B agrees to maintain the tank, regulators and other associated equipment, which are the property of G & B. Customer agrees that all service to G & B owned equipment will be performed by G & B employees. Customer grants G & B the necessary access to equipment in order to inspect, service, change or remove all of the equipment. G & B shall be held harmless for unauthorized servicing of G & B's equipment and for damages caused by Customer owned equipment.

\*Fees are subject to change with increased business related costs.

\_\_\_\_\_  
Customer (Printed) & Date

\_\_\_\_\_  
G & B Representative (Printed) & Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
G & B Representative Signature



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**ADDENDUM-UNDERGROUND TANK AGREEMENT**

Customer agrees upon choosing an underground tank to provide propane service, that the tank(s) remains the property of G & B and in the event this agreement is terminated for any reason, including the Customer selling the property, Customer at their option shall:

- (a) Purchase G & B's underground tank(s) in place for the price of \$\_\_\_\_\_.
- (b) 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 retain.

It is agreed that if the Customer sells the property on which the underground tank is located and the new owner refuses to sign a similar Underground Tank Agreement, that the Customer must pay G & B \$\_\_\_\_\_ for purchase of the tank(s). 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 (Printed) & Date

\_\_\_\_\_  
G & B Representative (Printed) & Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
G & B Representative Signature

**ADDENDUM- SECONDARY, VACATION OR RENTAL HOMES**

G & B Energy cannot accurately forecast deliveries to homes that are not occupied year round due to the unpredictable variances in usage. G & B will attempt to offer automatic delivery with "keep fill service" but will not be responsible for any damage due to the exhaustion of the fuel supply. Customer acknowledges that it is their sole responsibility to monitor the propane gas or fuel oil supply and contact G & B if the tank level falls below 20% of capacity.

Customer agrees that G & B is not responsible for any damages that may result from an out of gas situation, including but not limited to, personal injuries or damage of any kind to the residence caused by or related in any way to an out of gas or oil situation.

If Customer leaves the residence unattended at any time during the year, especially during the winter months, Customer acknowledges that they must take special precautions to monitor the conditions in the house. G & B highly recommends a "freeze alarm" to notify the owner in the event of the household temperature drops below 40 degrees Fahrenheit. All terms of the Propane Gas Supply and Purchase Agreement apply to this Addendum.

\_\_\_\_\_  
Customer (Printed) & Date

\_\_\_\_\_  
G & B Representative (Printed) & Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
G & B Representative Signature