

Sweetwater Propane, Inc.

51 Long Avenue
Ephrata, PA 17522
717-740-3430

Propane Supply Contract PA
HIC: PA127328

Propane Supply Contract

This Propane Supply Contract is entered into between the following parties:

Contractor: Mailing address and physical address: Sweetwater Propane, Inc. 51 Long Avenue Ephrata, PA 17522 Telephone: (717) 740-3430 Fax: n/a Website: www.sweetwaterpropane.com	Owner(s) Name(s): _____ _____ Mailing Address: _____ _____ Phone: _____ Email: _____
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Billing Address (if different from above mailing address): _____ _____

Delivery Location: _____ _____	Municipality: _____ County: _____
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1. Owner's Authorization of Propane Supply Delivery

Owner hereby authorizes Contractor to deliver and supply propane at the above-identified location as follows (CHECK ONE). Explanation of services described below.

Auto Fill

Monitor/Will Call

Auto Fill. Contractor will monitor the supply of propane in the tank at your location via a monitoring device on the tank. Owner expressly authorizes Contractor to refill the propane supply, and Contractor will unilaterally schedule the refill, when the tank is +/- 30% full, as indicated on the auto-monitor. This Auto Fill option qualifies for a \$0.05 per gallon discount. Further, the tank and equipment will be restricted by a lock-and-key system, and Contractor will be the only person with access. Owner agrees that it will not breach the lock-and-key. This Auto Fill option is a one (1) year contract, during which time Owner agrees that Contractor shall **be** the sole and exclusive provider of propane fuel to the property.

Monitor/Will Call. Contractor will monitor the supply of propane in the tank at your location via a monitoring device on the tank, and Contractor will notify Owner via phone or email to inquire on service needs when the tank is +/- 30% full, as indicated on the auto-monitor. Owner agrees and understands that Contractor will not schedule a fill until Owner responds to communication from Contractor. Owner also agrees that it will be responsible for any fees, costs, or expenses arising from running out of fuel or restarting the fuel system. This Monitor/Will Call option will incur an additional monthly fee of \$8.00 (\$84.00 annual fee) to pay for the monitor service. This Monitor/Will Call option is a one (1) year contract, wherein Contractor will notify Owner to inquire on service, but there is no lock-and-key on the system and there is no requirement to exclusively purchase the propane fuel from Contractor.

2. Payment Terms

Price of propane to be charged to Owner is the **market rate** of propane on the date of order. Owner will be promptly invoiced for the purchase, and **the invoice is due and payable in full 10 days net from the date of invoice.**

Additional fees and costs may be charged to the Owner for safety/inspection checks, restarting fuel systems, system or equipment servicing, transportation, and after-hours or emergency delivery. Said fees and costs will be shown on the invoice and are also payable 10 days net.

3. Owner's Additional Obligations

Owner is responsible for maintaining the propane tank and related equipment and systems, including but not limited to any servicing or repairs. Owner further promises that it will allow Contractor reasonable and safe access to the equipment/system to provide the propane fuel. Owner's breach of any obligation in this Propane Supply Contract or any Monthly Installment Payment Rider gives Contractor the right to immediately suspend or terminate the supply of

propane. Owner agrees that it is responsible for any damage that Owner causes to the auto-monitor. Further, if the tank and equipment are restricted by lock-and-key per terms of this or any other agreement, the Owner agrees that it will not breach the lock-and-key.

4. Length of Propane Supply Contract

This Propane Supply Contract is for a period of one (1) year. If the Auto-Fill option is selected, then, during this one (1) year time period, Owner agrees that Contractor will be the exclusive supplier of propane fuel to the property. Additionally, if Owner is under a Monthly Installment Payment Rider, then, Owner must remain under Auto-Fill during the full duration of the Payment Rider.

This Contract is terminable by either party by sending notice of termination at least 3 business days prior to the annual date, and if said notice is given, then termination will be effective on the annual date. The notice is to be given in writing and mailing to the address shown on the first page of this Contract. If no termination has been made, then, this Contract shall automatically renew for an additional one (1) year period. Additionally, Contractor will remind Owner of the automatic renewal and Owner's option to cancel by sending a written notice not earlier than 20 days prior to the date of renewal, but not later than 10 days prior to the renewal date.

5. Indemnification

Owner agrees to indemnify and defend Contractor (and its officers, employees, agents, representatives) from any claims, lawsuits, injuries, expenses, damages, costs or losses for property or personal injury caused in whole or in part by Owner's acts or omissions arising from or related to Owner's use, conditions, or maintenance of Owner's property, land, or structure; or Owner's improper handling or maintenance of the propane system equipment.

6. Owner acknowledges that it has received safety-related literature from Contractor regarding propane. OWNER'S INTITIALS: _____.

OWNER
x _____
By: _____
Date: _____

CONTRACTOR
x _____
By: _____
Title: _____
Date: _____