

# SHOSHONE PROPANE

CALIFORNIA/NEVADA

1020 W. Hardy Ln. • Pahrump, NV 89048

1-800-354-FUEL

## EQUIPMENT/SERVICE AGREEMENT

The undersigned, herein called Customer, requests Shoshone Propane, herein called Company, to install Gas Service for LP-Gas at the location indicated below and in consideration thereof. Customer agrees to comply with the terms and conditions printed below.

Name \_\_\_\_\_

Billing Address \_\_\_\_\_ Tank Serial No. \_\_\_\_\_ Capacity \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Regulator Type \_\_\_\_\_ Pigtail(s) \_\_\_\_\_

Tank Location \_\_\_\_\_ Installation Fee of \_\_\_\_\_

Date of Installation \_\_\_\_\_ Equipment Fee of \_\_\_\_\_ Per \_\_\_\_\_

### TERMS AND CONDITIONS GOVERNING LP-GAS SERVICE

#### COMPANY AGREES:

1. Supply LP-Gas: To supply customer at the address listed above except as modified by Government Regulation.
2. Supply and Maintain Equipment: To provide the LP-Gas equipment listed above, to install the same in a thorough and workmanlike manner, and to maintain the same in safe working order for the convenience of customer.

#### CUSTOMER AGREES:

3. Purchase LP-Gas: To purchase a minimum of Two (2) times the capacity of the supplied tank in any Twelve (12) month period during this agreement.
4. Use of Tank: To assure safety in delivery and servicing, not to allow any other supplier or servicing agent to attempt to supply or service the equipment that the company provides.
5. Payment: To pay equipment fee at start of this agreement and per the equipment fee terms within Thirty (30) days of receipt of equipment fee billing. To pay LP-Gas invoices within Thirty (30) days of Delivery.
6. Taxes: To pay all licenses, personal property taxes or any other taxes or assessments that may be levied on any equipment covered by this agreement during the terms hereof.
7. Location: Not to change the location or manner of installation of the equipment unless Customer has first obtained written consent of the company.
8. Access and Removal: To provide safe and unobstructed access to equipment location. Customer authorized the agents of the Company to enter Customer's premises at any and all reasonable times to service equipment, deliver gas and upon termination of this agreement to remove said equipment from the premises. If gas is delivered without a signature on the invoice and the bill is disputed Shoshone Propane must be notified in writing within Ten (10) days of the date of the invoice or the invoice is deemed final.
9. Value of Equipment: Customer agrees to pay the current replacement value if equipment is lost, stolen or damaged during the terms of this lease.

#### COMPANY AND CUSTOMER MUTUALLY AGREE:

10. Substitution of Tank: If during any one Twelve (12) month period, the Customer's requirements for LP-Gas shall be less than Two (2) times the capacity of the supplied tank, company shall have, by giving Three (3) days written notice, the option to substitute a lesser minimum supply tank at then applicable rates or to terminate this agreement. In addition, the Company reserves the right to substitute a supply tank of greater capacity at the then applicable equipment fee at its discretion during any one Twelve (12) month period by giving Three (3) days written notice or to terminate this lease.
11. Duration of Agreement: This agreement shall commence on the date written above, and remain in effect until (A) cancelled by either party giving Three (3) days written notice from one to the other, or (B) cancelled by Company upon Customer's non-payment of LP-Gas bill or equipment fee, failure to purchase the amount of product specified in paragraph Three (3), or to protect itself against abuse, harassment, theft, fraud or potential liability upon Three (3) days written notice to customer.
12. Installation Charge Non Refundable: That the installation charge is non-refundable.
13. Upon termination of this agreement the Company reserves the right to charge a reasonable fee for equipment removal.
14. Equipment Fee: That the Equipment Fee is non-refundable during the first year of this agreement. Equipment Fee is refundable after one year on a prorated basis.
15. Charges: Charges for equipment fee and LP-Gas are subject to change by the company, without notice, from time-to-time during the term of this agreement.
16. Excusable Failure to Perform: Any failure of performance hereunder on the part of the Company shall be excused without liability when said failure results from accidents, weather conditions, acts of God, fire, floods, labor disturbances, breakdown or other failure of equipment, failure or supplies of LP-Gas or any other causes beyond the reasonable control of Company.
17. Title: That title to the equipment covered by this agreement shall remain in Company; that title to LP-Gas delivered by Company into the supplied tank shall remain in Company until LP-Gas invoice is paid in full.
18. Warranty Information: Company will repair or replace, at its option, any portion of the Equipment discovered in materials or workmanship during the term of this lease. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY USE.
19. Customer Assumes Risk: That customer assumes any and all risks in connections with the use of all equipment and will hold Company harmless for any damage or injury directly arising from such use. Customer shall be responsible for equipment loss or damage from fire, theft, natural disaster or other cause.
20. Agreement Not Assignable: This agreement shall not be assignable by customer without prior written consent of Company. This agreement shall not be transferred by operation or law or otherwise without the written consent of Company.
21. Attorney's Fees: In the event of legal proceeding involving this agreement, the prevailing party shall be paid reasonable attorney's fees by the other party.
22. On transfer or on termination of this agreement, any gas remaining in the tank is credited to your account at your last purchase price less a Twenty-Five (25) percent restocking fee.

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