

**Rice Oil & Propane  
Consumer Propane Gas Agreement**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 200 \_\_\_, by and between Rice Oil & Propane, a Massachusetts corporation with its principal place of business at 334 Chapman Street, Greenfield, MA, hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "Consumer", with an installation and billing address of: \_\_\_\_\_.

Tank	Size	Serial #	Lease: Y/N	If Y – Lease Amount

IN CONSIDERATION of the payment made to The Company, or its authorized agent, for the above referenced items, by the Consumer, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Equipment**

**A. Installation.**

The Company agrees to supply and install a complete Bulk Gas Service System, hereinafter referred to as "System", at the Consumer's installation address listed above. The System shall consist of a Bulk Tank and/or Filler Valve Cylinder, including the pressure regulating equipment suitable to use with liquefied petroleum gas (LPG) which is owned and maintained by the Company at no charge.

**B. Repairs and Adjustments.**

The Company agrees to repair and properly adjust the system, as required, during the term of this Agreement. The Company reserves the right to charge the Consumer a reasonable amount for such repairs or adjustments. The Consumer agrees to take proper care of the System and to be responsible for any loss or destruction of the System during the term of this Agreement. The Consumer agrees to notify The Company of any changes made to the system after the last gas check or of any repairs or adjustments that become apparent to the Consumer during daily use.

**C. Access to Equipment.**

The Consumer agrees to allow The Company, or its authorized agent, access to the System at all reasonable times for purposes of inspection, service, repair and removal at the termination of this Agreement or at any other time removal of the System is permitted by this Agreement.

**D. Ownership of System.**

The parties agree that the System, and all of its related equipment and parts, are and will remain at all times the property of The Company. The parties agree that the System includes all tank(s) and regulators. The appliances and piping are the Consumer's responsibility.

**E. Removal of System.**

The Company shall have the right to remove the System from the premises described above at the installation address in its discretion at any time subsequent to a disconnection of service to such premises. The Company shall also have the right to remove the System if the Consumer discontinues use of LPG marketed by The Company. If at any time the

Consumer's LPG usage does not warrant the existing storage capacity, as determined by The Company, The Company may exchange the System, replacing it with another tank(s) of more appropriate size.

F. Consumer's Actions.

The Consumer agrees to make no adjustments, connections, disconnections, or any alterations to the System, or any of its parts or components. The Consumer also agrees not to permit anyone except The Company or its authorized agent, to make any adjustments, connections, disconnections or other alterations to the System. If the Consumer fails to abide by this section of the Agreement, the Consumer will be held liable for any and all damages, including, but not limited to, bodily injury and/or property damage that may arise as a result of the Consumer's actions.

**2. Supply Agreement.**

A. Sale and Delivery.

The Company agrees to sell and deliver LPG sold under The Company's Trade Name to Consumer at the installation address and into the System supplied by the Company in sufficient quantities to meet all of the Consumer's requirements. Pricing is subject to increase or decrease without notice.

B. Term and Renewal.

The parties specifically agree that this Agreement shall automatically renew each year with the same terms and conditions, unless either party gives written notice of his/her intent to terminate within thirty (30) days of the annual expiration date.

C. Purchase Price.

The Consumer agrees to pay the purchase price of the delivered LPG on demand by the Company under its existing schedule of prices applicable to the Consumer's product classification, which said prices may be amended as the market requires. The parties agree that payment will be based on The Company's credit terms as specified at the time of entering into this Agreement. The Consumer further agrees to pay all taxes applicable by law to sales and deliveries under this Agreement.

D. Deliveries.

The Company reserves the right to establish minimum delivery requirements consistent with applicable State and Federal laws. The Company, at its discretion, may also charge a fee for disconnection, removal, or pump-out of system, when such work becomes necessary.

E. Delivery Fees.

The Consumer may be charged a reasonable fee for any delivery made outside of normal business hours or outside normally scheduled deliveries in the Consumer's geographical area.

F. Delivery Requirement Exceptions.

The Company shall not be obligated to make deliveries to the Consumer when the supplies or facilities of production, manufacture, transportation, distribution or delivery contemplated by the Company are interrupted or unavailable by reason of any requirement or request of any governmental authority, wars, public disorder, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, acts of God, accidents or breakdowns, whether or not preventable, or any cause beyond the Company's control.

**G. Liability.**

The Company is not responsible for loss of heat or any resulting damage arising from a freeze-up in an occupied/empty or unoccupied dwelling or home. It is the Consumer's responsibility to protect their home against damage arising from a drop in heat and/or freeze-ups. The Consumer should arrange for daily temperature monitoring if he/she plans to be away from the premises for any length of time. The Company is not and will not assume the role of Caretaker of the Consumer's home at any time.

**3. Delinquency, Disconnection.**

If a valid bill remains unpaid thirty (30) days after billing or delivery, the Company may send out a Notice of Disconnection to the Consumer. The Consumer will be given at least fourteen (14) days, but no more than twenty (20) days before the date on which a disconnection is to take place. Thereafter, the Company may refuse, interrupt or disconnect service as provided by applicable State and Federal law.

**4. Release.**

To the extent permitted by law, the Consumer agrees to release and hold the Company harmless for all claims for bodily injury or property damage rising from the Consumer's use of LPG, including, but not limited to any act or omission committed by the Consumer in its use of LPG (see also Paragraph 2G).

**5. Safety Warnings.**

The Consumer verifies at the time of signing this Agreement that he/she has been advised of the following safety steps required for the use of a Propane System:

- Know how to turn off the gas in case of emergency \_\_\_\_\_
- Have smelled propane and can detect its odor \_\_\_\_\_
- Have received the consumer safety information and material \_\_\_\_\_
- Gas system deficiencies and/or corrections, if any, have been clearly explained to me \_\_\_\_\_

**6. Assignment.**

This Agreement is not assignable or transferable to the Consumer without the prior written consent of the Company.

Accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_:



Terry Veber  
Branch Manager  
Rice Oil & Propane  
413-773-3693  
334 Chapman Street  
Greenfield, MA 01301

\_\_\_\_\_  
Consumer's Signature