

TERMS OF PROPANE SUPPLY AGREEMENT AND EQUIPMENT LEASE

1. **EQUIPMENT:** Parker Oil will lease to and provide customer with a Parker Oil-owned above ground and/or underground propane storage tank, pigtail and regulator(s) ("Related Equipment") for use at Customer's residence. Customer agrees that if Customer sells the residence at which the storage tank and Related Equipment have been installed, Customer will notify Parker Oil that the sale is taking place and will notify the buyer that the tank and Related Equipment are owned by Parker Oil. Customer shall execute an Easement or UCC-1 Financing Statement evidencing Parker Oil ownership of the above ground and/or underground propane storage tank and Related Equipment if requested to do so by Parker Oil. Once installed, the above ground and/or underground line is owned by Customer who is responsible for its maintenance and compliance with all applicable laws, codes and regulations.
2. **PROPANE SUPPLY:** Customer agrees that only propane sold by Parker Oil will be used with the Parker Oil-owned above ground and/or underground tank and Related Equipment.
3. **TERMS:** The terms of this Agreement will commence on the date that the above ground and/or underground propane storage tank is installed and shall continue in effect for three (3) for above ground tank or five (5) years for underground tank and from year-to-year thereafter. Either party may terminate the Agreement at the end of the three or five-year term or any extended term by providing the other party with thirty (30) days advance written notice of termination. The above ground and/or underground tank and Related Equipment will at all times be and remain the property of Parker Oil.
4. **RENT:** At its sole discretion, Parker Oil may charge rent for the lease of the above ground and/or underground propane storage tank and Related Equipment and Customer agrees to pay the equipment rental established by Parker Oil where applicable.
5. **FEES, RATES, SURCHARGES, AND OTHER CHARGES:** Customer agrees to pay fees, rates, surcharges and other charges in effect on the date that propane is delivered or services are rendered. Parker Oil reserves the right to change its fees, rates, surcharges and other charges from time to time without prior notice. Customer acknowledges that Parker Oil's fees, rates and charges may vary depending upon the volume of propane purchased, customer classification, ownership of equipment and competitive conditions. Parker Oil's fees, rates, surcharges and other charges, if any, are not refundable except to the extent that a refund may be required by law.
6. **PAYMENT TERMS:** Customer agrees to pay all fees, rates, surcharges and other charges required by this Agreement within 10 days after the invoice date or on the due date shown, whichever is later, to the location designated by Parker Oil. If customer fails to pay any fees, rates, or surcharges or charges within 25 days after the invoice or due date, Parker Oil may, unless prohibited by law, add a monthly late charge of one and one-half percent or a minimum of \$29.00, whichever is greatest, to all past due amounts. Parker Oil reserves the right to require Customer to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by Parker Oil at any time in whole or in part to the outstanding balance.
7. **LICENSES, PERMITS AND TAXES:** Customer agrees to pay all taxes, and all license, permit, inspection and requalification fees and expenses associated with the sale or use of the propane, tank and Related Equipment covered by this Agreement.
8. **PROPANE SYSTEM MAINTENANCE & REPAIR:** Except for the tank and Related Equipment leased from Parker Oil, Customer is responsible for the maintenance and repair of Customer's entire propane system (including, but not limited to the above ground and/or underground line, appliances, indoor gas plumbing and shut-offs (Customer's Propane System"), and Customer is responsible for the compliance of Customer's Propane System with all applicable laws, codes and regulations.
9. **TITLE TO EQUIPMENT:** The tank and Related Equipment leased to Customer by Parker Oil will at all times remain the property of Parker Oil and will not become a fixture or a part of Customer's real property. *IN THE INTEREST OF SAFETY, CUSTOMER WILL NOT ALLOW ANYONE TO MAKE ANY ADJUSTMENTS, CONNECTIONS OR DISCONNECTIONS TO THE TANK AND/OR RELATED EQUIPMENT OR REMOVE OR PUMP OUT THE TANK AND/OR RELATED EQUIPMENT WITHOUT THE WRITTEN PERMISSION OF PARKER OIL. CUSTOMER WILL NOTIFY PARKER OIL IMMEDIATELY IF THE TANK AND/OR RELATED EQUIPMENT ARE DAMAGED OR MALFUNCTION OR IF CUSTOMER EXPERIENCES ANY PROBLEMS WITH THE TANK OR RELATED EQUIPMENT.*
10. **ACCESS TO EQUIPMENT:** (a) Parker Oil may, without prior notice enter Customer's property to deliver propane or to install, repair or service the tank or any Related Equipment or to perform any other services that it deems necessary under this Agreement, or with reasonable prior notice, remove the tank or any Related Equipment leased to Customer by Parker Oil. Customer agrees to provide Parker Oil with safe, free and unimpeded access to the tank and Related Equipment, including, but not limited to, access free of ice, snow, water, mud and other debris. At the time of installation and removal, Customer will mark or otherwise accurately identify the location of all above ground and/or underground systems that are not marked by the State's "Call Before You Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits and underground ponds. (b) Customer will also identify the location of septic systems, leach pits and underground ponds and similar underground features as necessary to perform service and make deliveries. Customer agrees to surrender to Parker Oil the tank and Related Equipment when this Agreement is terminated for any reason and acknowledges that Parker Oil is not liable for any damages resulting from the removal of the tank or Related Equipment.
11. **WARRANTIES:** PARKER OIL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO ANY PROPANE TANK AND/OR RELATED EQUIPMENT OR SERVICE SUPPLIED OR PERFORMED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.
12. **LIMITATION OF LIABILITY:** EXCEPT AS PROVIDED IN THIS PARAGRAPH, UNDER NO CIRCUMSTANCES WILL PARKER OIL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO CUSTOMER'S PLUMBING, SEPTIC SYSTEM, DRIVEWAY AND/OR LANDSCAPING. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A CLAIM IS MADE OR A REMEDY IS SOUGHT UNDER CONTRACT, TORT OR PRODUCT LIABILITY LAW, CUSTOMER'S EXCLUSIVE REMEDY FOR ANY LOSS SUSTAINED AS A RESULT OF THE TEMPORARY EXHAUSTION OF PROPANE SUPPLY WHERE THE CUSTOMER PARTICIPATES IN PARKER OIL'S AUTOMATIC DELIVERY PROGRAM, IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED \$10,000 FOR ANY LOSS OR PROPERTY DAMAGE AND WILL NOT APPLY WHEN THE EXHAUSTION OF PROPANE IS THE RESULT OF CIRCUMSTANCES BEYOND PARKER OIL'S CONTROL, OR KNOWLEDGE, INCLUDING, WITHOUT LIMITATION, AN INCREASE IN USAGE BY CUSTOMER, REPLACEMENT OR ADDITION OF PROPANE-POWERED APPLIANCES WITHOUT PRIOR NOTICE TO PARKER OIL OR DUE TO LACK OF ACCESS TO THE EQUIPMENT, HOWEVER, IN NO EVENT WILL DAMAGES BE PAID AS A RESULT OF THE TEMPORARY EXHAUSTION OF PROPANE WHERE A RESIDENCE IS OR BECOMES USED AS A VACATION HOME OR SEASONAL RESIDENCE, WHICH IS NOT USED YEAR-ROUND.
13. **TERMINATION:** Parker Oil may terminate this Agreement at any time without prior notice if Customer fails to satisfy the terms and conditions of Customer's agreement or if Parker Oil determines that a condition exists that poses a health or safety threat. The provision shall in no way, however, affect the terms of any other contract involving a special promotion entered into between Customer and Parker Oil. Before terminating this Agreement, Customer agrees to use all propane in the tank. Parker Oil reserves the right to charge Customer a service termination fee and/or a restoring fee. Customer is responsible for all costs of the excavation and removal of above ground and/or underground propane supply tank and Parker Oil is not responsible for furnishing fill, resurfacing or restoring Customer's property to its previous condition when the above ground and/or underground tank is removed.
14. **EXCUSED PERFORMANCE:** Parker Oil will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, flood, labor disputes, wars, hostilities, terrorism, compliance with laws or regulations, inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities. Under any of these circumstances, Parker Oil may allocate propane and equipment among its customers in any manner that Parker Oil in its sole judgement deems reasonable.
15. **CHANGES TO THE AGREEMENT:** Parker Oil reserves the right to change the applicable terms and conditions (other than fees, rates, surcharges and other charges which may be changed without prior notice) at any time by giving Customer thirty (30) days prior written notice of the change. The notice of change may be in the form of a bill insert or other written notification. By accepting delivery of propane or by paying any fees, rates, surcharges or other charges after Customer has been given notice of changes, Customer will be deemed to have agreed to the changes. This Agreement may not be modified orally.
16. **CUSTOMER-OWNED EQUIPMENT:** The following paragraphs apply only if customer is leasing a tank or cylinder and Related Equipment from Parker Oil. Paragraphs 1, 2, 4, 9 and 10(b).
17. **CUSTOMER WITH RESIDENCES THAT ARE NOT OCCUPIED YEAR-ROUND:** Customer acknowledges that if the residence for which propane service is provided pursuant to this Agreement is or becomes a seasonal/vacation home which is not occupied year-round, Parker Oil cannot forecast deliveries due to unpredictable variances in usage and will not be able to provide propane on a keep-full or forecasted basis. Customer acknowledges that it is the Customer's exclusive responsibility to monitor the propane usage and to provide to Parker within 3-5 business days to make a delivery to prevent an out of gas situation and that Parker is not responsible for any damages that result from an out of gas situation, including, but not limited to, personal injuries or damage of any kind to property caused by or related in any way to the exhaustion of propane supply. If Customer leaves the home unattended at any time during the year, Customer acknowledges that Customer must take special precautions to monitor the propane level.
18. **ARBITRATION:** Customer and Parker Oil agree that, if either party requests, any dispute or controversy between the parties that in any way arises out of or relates to this agreement or a prior agreement, or Parker Oil provision of goods or services to Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Upon a sufficient showing that Customer cannot afford to pay for arbitration costs, the arbitrator may direct that Parker Oil bear the costs of arbitration (but not including attorney's fees) that the arbitrator finds should not be borne by the Customer. Neither Customer nor Parker Oil shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claims as a representative, or member of a class or in or as part of a private attorney general capacity. Judgement upon any arbitration award shall be final and binding on Customer and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, execute it from this agreement by sending a written notice to Parker Oil stating that Customer wishes to opt out of this arbitration provision).
19. **SURVIVAL:** Paragraphs 8, 9, 10, 11, 12, 18 and 20 shall survive termination of Customer's relationship with Parker Oil.
20. In the event that the Agreement is terminated prior to the end of the three (3) or five (5) year term, Customer shall pay Parker Oil the "Deferred Charge for Equipment & Services" from Parker Oil set forth herein.