



G & B OIL COMPANY, INCORPORATED



667 North Bridge Street
Post Office Box 811
Martinsburg, West Virginia 26156
Telephone: (304) 263-8888
www.gbenergy.com

INFORMATION ONLY

Account # _____

PROPANE GAS SERVICE AND PURCHASE AGREEMENT

On this _____ day of _____, 20__ G & B Oil Company, Incorporated (“G&B”) with a service center located in _____, and _____ (“Customer”) enter into this agreement under the following terms and conditions:

1. G&B agrees to install the following “Leased Equipment” on Customer’s premises located at:

LP Tank Size _____ Serial # _____ # Regulators _____ AG or UG #Anode Bags: _____

List other items _____

2. Customer agrees to purchase from G&B, and G&B agrees to sell to Customer all of Customer’s propane requirements at the above premises. Customer agrees that only propane sold by G&B will be used with any Leased Equipment.
3. Customer agrees to pay an annual lease on the above Leased Equipment in the amount of \$_____ per year, billed annually in June. The first year’s lease amount will be prorated at the time of installation.
4. Customer agrees to pay an annual equipment rental fee of \$_____ per year, however, this fee shall be waived if Customer purchases a minimum of _____ gallons of propane each year (measured May 1st through April 30th). Partial fill of tank by Customer request may be assessed an additional delivery fee*.
5. Customer agrees to pay all applicable licenses, permits, taxes, inspection fees and installation fees.
6. Customer agrees to maintain driveways and access to the tank in a passable condition.
7. G&B agrees to maintain the Leased Equipment in good working condition. Customer agrees that all service to Leased Equipment will be performed solely by G&B or its agents. Customer is solely responsible for the maintenance and repair of all other equipment in Customer’s propane system.
8. Customer grants G&B the necessary access to Leased Equipment in order to inspect, service, change or remove all of the equipment. G&B shall be held harmless for unauthorized servicing of Leased Equipment and for damages caused by Customer owned equipment.
9. G&B shall not be liable for failure to deliver propane if such failure is a result of circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, supply shortages or extreme weather conditions. 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.
10. In the event the Customer terminates this agreement, a tank removal fee* (based on the then current rate) may be assessed. G&B will reimburse the Customer for any unused product at the price paid by customer less a delivery recovery fee*.
11. 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 Leased Equipment or to 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.
12. Limitation of Liability: Under no circumstances will G&B be liable for incidental, consequential or special damages, including without limitation, damage to Customer’s plumbing (and water damage from frozen pipes), septic systems, driveways and/or landscaping.

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

Customer (Printed) & Date

G&B Representative (Printed) & Date

Customer Signature

G&B Representative Signature

ADDENDUM-UNDERGROUND TANK AGREEMENT

At the time of installation and/or removal of the underground tank and equipment, Customer will mark or otherwise accurately identify the location of all 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, underground ponds and similar underground features. In the event that the underground tank must be removed, Customer is responsible for all costs of the excavation and removal of the Leased Equipment and G&B is not responsible for furnishing fill, resurfacing, landscaping or restoring Customer's property to its previous condition when the Leased Equipment is removed. The charge to remove an underground tank can vary greatly and is affected by the size of the tank, access to the tank, the soil conditions and other impediments near or around the tank, among other factors. Customer will be billed on an hourly basis for this work with local labor rates prevailing. G&B will invoice Customer for any third party excavation work performed in conjunction with the removal of the underground tank.

Customer agrees upon choosing an underground tank to provide propane service, that the tank 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.

Customer’s failure to make an election within 10 days shall constitute an election under (a) above. It is agreed that if the Customer sells the property on which the underground tank is located and the new owner agrees to sign a similar Underground Tank Agreement, the Customer will be released from these provisions of this agreement. All terms of the Propane Gas Service and Purchase Agreement shall 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 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 shall apply to this Addendum.

Customer (Printed) & Date

G&B Representative (Printed) & Date

Customer Signature

G&B Representative Signature