



SERVICE AND PURCHASE AGREEMENT

On this _____ day of _____, 20____ G & B Oil Company, Inc. (“G&B”) and _____ (“Customer”) enter into this agreement under the following terms and conditions:

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

Tank Size _____ Serial # _____ Make/Year _____ Regs _____ AG or UG #Anode Bags: _____

All above listed equipment is “Leased Equipment” (owned by (G&B) OR Customer Owned

- 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. Customer agrees that all service to Leased Equipment will be performed solely by G&B or its agents.
- 3. Customer agrees to pay an annual lease on the above Leased Equipment in the amount of \$ _____ per year, billed annually in June.
- 4. Customer agrees to pay a minimum annual usage fee (MAU Fee) of \$ _____ per year; provided, however, this fee shall be waived if Customer purchases a minimum of _____ gallons of propane during each year (measured May 1st through April 30th).
- 5. Customer agrees to pay all applicable licenses, permits, taxes, inspection fees and installation fees. Customer agrees to mark or otherwise identify the location of sprinkler lines, septic systems, leach pits, underground ponds and similar features as necessary to allow G&B and its agents to install leased equipment, perform services and make deliveries.
- 6. Deliveries will be made at the address listed above on an Automatic Delivery basis according to our computerized delivery system, unless you have requested Will Call delivery service. If your account is established as a Will Call account, then a FIVE business day notice is required to schedule your delivery. A meter printed delivery invoice will be left each time a delivery is made. Customer agrees to accept each delivery and pay the full amount on the metered delivery invoice per the Customer’s approved credit terms. Customers with approved credit must pay the invoice within 30 days or with any additional period of time authorized by G&B for payment. Cash on Delivery Customers must pay the invoice at the time of delivery. G&B reserves the right to require pre-payment of any delivery at its sole discretion.
- 7. Customer agrees that G&B representatives have an irrevocable right of entry and exit to the Customer property at any time without notice for the purpose of making deliveries, gaining access to equipment, for repairs and maintenance, for installing or removing G&B property, for investigating the cause of any fire or accident and for any other purpose related to G&B’s service. G&B may refuse to provide service if we believe we cannot safely do so, due to conditions on or approaching your property, including unsafe road conditions, dangerous animals or locked gates. Customer agrees to maintain the property in a condition so that the weight of G&B vehicles will not damage any driveways, bridges, or yards, and agrees to hold G&B harmless for any such damage. Customer agrees to not erect structures or grow plants that restrict access to any equipment provided by G&B Energy.
- 8. 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, billing disputes, 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.
- 9. Customer agrees that the Leased 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 shall be responsible for the value of said tank as determined by G&B. In the event that the tank, above or underground, must be removed, Customer is responsible for all costs of the removal of the said tank and G&B is not responsible for excavation and/or furnishing fill, resurfacing, landscaping or restoring Customer's property to its previous condition when the Leased tank is removed. It is agreed that if the Customer sells the property on which a G&B Leased tank is located and the new owner agrees to sign a similar Service and Purchase Agreement, the Customer will be released from the provisions of this agreement.
- 10. In the event the Customer owns the tank where the Customer has requested G&B to deliver product, G&B reserves the right to inspect the Customer owned equipment including the tank and regulators. G&B may determine that the system is unsafe

and require the Customer to upgrade the equipment at the Customer's expense prior to fulfilling the delivery request. By inspecting the propane system, G&B makes no representation or warranty to the safety or adequacy of said system. It is the Customer's sole responsibility to maintain and repair the propane system in accordance with federal, state and local laws at the Customer's sole expense. Customer certifies that they own the above-mentioned tank(s) and that they authorize G&B Energy / Appalachian Energy to make deliveries to the tank(s).

11. In the event the Customer's property is unoccupied during the heating season (vacation and/or rental homes), it is the sole responsibility of the Customer to ensure that the heating system is operational and has an adequate fuel supply. Power outages and system malfunctions can leave the property without heat. G&B will not be responsible for losses associated with the Customer's failure to adequately monitor the operation of the heating system in the Customer's absence.
12. Service may be terminated under this agreement without cause by either Customer or by G&B by delivering written notice 30 days prior to termination. If Customer fails to perform any obligations listed under this agreement or if G&B, at its discretion, believes any part of Customer's system to be unsafe, we may at our option immediately suspend service or terminate service until repairs are made at the Customer's expense. In the event the Customer terminates this agreement, a tank removal fee based on the then current rate will be assessed. G&B will reimburse the Customer for any unused product based on the then current daily price or the price at which Customer purchased the product, whichever is lower, when G&B takes possession of the product. Any product remaining in the tank will be charged a product recovery fee.
13. 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.
14. G&B reserves the right to change, add, and/or discontinue any and all existing programs, plans, service charges, or fees without prior notice.
15. **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, HEATING SYSTEMS, DRIVEWAYS AND/OR LANDSCAPING. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. IF YOU SMELL PROPANE OR EXPERIENCE ANY OTHER ADVERSE PROPANE CONDITION OR SAFETY-RELATED MATTER, CUSTOMER SHOULD IMMEDIATELY CONTACT G&B AT _____.**
16. **DISCLAIMER OF WARRANTIES: G&B MAKES NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
17. **Arbitration Agreement:** Upon the election of either party, a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to the relationship between Customer and G&B, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against G&B or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents; (3) claims that arose before or after the expiration or termination of this or any prior agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" shall not, however, include: (1) issues relating to the scope, validity or enforceability of this arbitration agreement; (2) claims filed by you or G&B on an individual basis in small claims court; or (3) claims filed by or on behalf of G&B to collect money Customer owes G&B. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by this arbitration agreement.
18. All terms in sections 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17 will remain in force after the termination of service.

Customer (Printed)

G&B Representative (Printed)

Customer Signature

G&B Representative Signature