



BRANCH BROOK

P.O. Box 967 • Kennebunk, Maine 04043-0967

Tel. (207) 985-1500 • Fax (207) 985-0271 • www.branchbrook.net

PROPANE SUPPLY & EQUIPMENT AGREEMENT

This Propane Supply Agreement and Equipment Lease is between Branch Brook Fuels (herein referred to as "BBF") of 14 Old Sawmill Lane, Arundel, Maine and:

_____ (herein referred to as "CUSTOMER") of

_____, Maine.
(Address) (City)

TERMS AND CONDITIONS

CREDIT APPLICATION

- The Terms and Conditions outlined in the Account Information & Agreement Form are incorporated herein and made a part of this Agreement.

EQUIPMENT

- BBF will provide CUSTOMER with propane storage tank(s), pad(s), and related equipment, as deemed necessary by a licensed technician who is employed by BBF, to provide CUSTOMER with propane service.

PROPANE EXCLUSIVE PURCHASE & SUPPLY

- CUSTOMER agrees to purchase propane exclusively from BBF.

MINIMUM ANNUAL PURCHASE REQUIREMENT

- CUSTOMER agrees to purchase a minimum in excess of tank capacity on an annual basis. BBF reserves the right to charge an annual minimum purchase fee equivalent to \$1 per gallon of product capacity of the tank if this purchase requirement is not met by the CUSTOMER.

TERM

- The initial term of this Agreement shall be Sixty (60) months for underground tanks, and Twenty-Four (24) months for above ground tanks, commencing on the date signed by the CUSTOMER, and continue thereafter until terminated in accordance with the terms set forth in the "TERMINATION & RELOCATION" paragraph.

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GENERAL CONDITIONS REGARDING EQUIPMENT & APPLIANCES

- **Equipment.** All items labeled as “No Charge” on the installation invoice will remain the property of BBF and will not become a fixture of the CUSTOMER's real property.
- **Access to Equipment.** BBF may, without prior notice to CUSTOMER, enter CUSTOMER's property to deliver propane or to install, repair, service, or replace the equipment provided to the CUSTOMER by BBF. CUSTOMER agrees to provide BBF with safe, unimpeded access to the tank and related equipment free of ice, snow, water, mud or other debris.
- **Shut-Off Requirement.** During the term of this Agreement and any extension hereto, the CUSTOMER agrees not to install any furnace, water heater, or other propane consuming appliance that does not have a 100% shut-off device. A 100% shut-off device means that in case of a pilot light failure, the main burner valve will completely close.
- **Modification to Equipment.** CUSTOMER will not allow anyone outside of / not employed by BBF to make adjustments, connections, or disconnections to the equipment or remove the equipment without the express written permission of BBF. If express written permission of BBF is given, the installer must provide a copy of the completed gas check and pressure test form, proving that there are no leaks and that all new connections were tested thoroughly.
- **Access to Appliances.** BBF shall be provided access at all reasonable times to all propane consuming appliances and equipment connected to the propane tank system for purposes of inspection. BBF shall have the right to disconnect from, or refuse to connect to, any appliance or gas equipment deemed unsatisfactory for use with propane. BBF shall not be liable for such acts or failures to act, nor for the subsequent use of propane in connection with said appliances and/or equipment.
- **Damage to Equipment.** CUSTOMER will notify BBF if the equipment becomes damaged or malfunctions, or if CUSTOMER experiences any problem with the equipment.
- **Emergencies.** CUSTOMER must provide emergency contact(s) for any unoccupied property/properties in case of an after-hours emergency.

TERMINATION & RELOCATION

- Either party may terminate this Agreement at the expiration of the initial term, or at any time thereafter, by giving the other party Thirty (30) day prior written notice. BBF may terminate this Agreement at any time, without prior notice to the CUSTOMER, if the CUSTOMER fails to satisfy the terms and conditions of this Agreement, the terms and conditions within the Account Information & Agreement Form, or if BBF determines that a condition exists that poses a health or safety threat. In the event the CUSTOMER terminates this Agreement prior to the expiration of the initial term, the CUSTOMER shall be in default of this Agreement and shall be required to pay any early termination penalties as set forth in the “SERVICE DISCONTINUANCE” paragraph.

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SERVICE DISCONTINUANCE

- If propane service is discontinued, BBF reserves the right to assess tank pick-up fees. BBF does not reimburse CUSTOMER for any fuel remaining in tank(s) if the tank gauge reads less than 20% at the time of retrieval. An additional pump out charge may apply for any tank where the gauge reads more than 20% at the time of retrieval. Pick-up fee and pump out/pump down charges are subject to change without prior notice to the CUSTOMER.

LIMITATION OF LIABILITY

- Under no circumstances will BBF be liable for incidental, consequential, or special damages, including without limitation, lost profits and interruption of business damages. This limitation will apply regardless of whether a claim is made or a remedy is sought under contract, tort, or product liability law.

TEMPORARY EXHAUSTION OF PROPANE

- The tank(s) will be delivered to automatically and may be monitored remotely by a satellite device. The CUSTOMER is required to notify BBF of any substantial changes in usage at least 48 hours prior to the change. The CUSTOMER is required to promptly notify BBF if the propane remaining in the tank is Twenty percent (20%) or less on the tank gauge.

FORCE MAJEURE

- BBF will not be held liable for any events or circumstances beyond its reasonable control, including and without limitation: acts of God, terrorism, fire, storms, floods, labor disputes, compliance with laws or regulations, BBF's inability to obtain propane or equipment from its customary suppliers, terminal shutdowns, refinery or pipeline disruptions, allocations, lack of or inadequate transportation facilities, under any circumstances/in any manner that BBF in its sole judgement deems reasonable.

ASSIGNMENT

- The CUSTOMER acknowledges that this Agreement is not re-assignable by the CUSTOMER without the express prior written consent of BBF and that the equipment may not be disconnected or moved from the CUSTOMER's premises, or from the original installation location, without express prior written consent of BBF.

INDEMNIFICATIONS

- The CUSTOMER agrees to indemnify and hold BBF harmless from and against any and all claims, liabilities, damages, and expenses directly arising out of, or in connection with, the CUSTOMER's use and/or handling of the equipment, the propane delivered to it, and the appliances connected to it, pursuant to the terms of this Agreement, unless such claims, liabilities, damages, or expenses are directly caused by the negligent omission or action of BBF or BBF's agents or employees.

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UNDERGROUND TANK (IF APPLICABLE)

- In the event this Agreement is terminated and BBF removes the equipment from the CUSTOMER's property, BBF will not be responsible for securing the open hole or cost of filling, repairing or landscaping, and/or any environmental cleanup.
- In the event this Agreement is terminated for any reason, CUSTOMER at CUSTOMER's option shall:
 - Purchase BBF's equipment in place, at the current retail price
 - Purchase and deliver to BBF, new equipment to replace everything that BBF owns at the CUSTOMER'S site(s)
 - If CUSTOMER elects either choice above, CUSTOMER shall execute an Agreement to indemnify and hold BBF harmless from any and all damages arising out of, or relating to, the equipment, servicing, and use of the equipment after the transfer of the equipment to CUSTOMER. Any equipment transferred to CUSTOMER is provided "as is", "where is", and with no warranties or representations, express or implied, regarding the equipment
- In every case, CUSTOMER shall indemnify and hold BBF harmless from any damages arising before and after the transfer of the equipment, including, but not limited to, environmental liabilities or personal injury, except to the extent caused by BBF's gross negligence or willful misconduct.
- CUSTOMER's failure to make an election within ten (10) days of termination shall default to the purchase of BBF's equipment in place, at the current retail price.

CUSTOMER hereby acknowledges receipt of a copy of this Propane Supply & Equipment Agreement and a copy of the Account Information & Agreement Form. By executing this Propane Supply & Equipment Agreement, the CUSTOMER accepts the Terms and Conditions of this Propane Supply & Equipment Agreement and the Terms and Conditions of the Account Information & Agreement Form. This agreement will be made valid and begin once executed by a Branch Brook Representative.

Customer

Date

Branch Brook Representative

Date

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