

REDWOOD FUEL OIL & PROPANE

ROUTE 40 EAST | P.O. BOX 52 | REDWOOD, VIRGINIA 24146 | 540-483-7726

PROPANE SERVICE TANK AGREEMENT

On this _____ day of _____, 20_____

Redwood Propone and _____

Customer Social Security # _____

Address or Route # _____

Town _____ County _____

State _____ Zip _____

Tank Size _____ Serial # _____

Appliance Type: _____

Redwood agrees to sell and deliver to Customer, subject to the conditions here in. Customer agrees to purchase from Redwood all of Customer’s requirements of propane for use at the above address. The current terms, initial price, and other fees necessary for the rendering of services are the standard terms, price and charges in effect at the date of each delivery hereunder, and are subject to change without notice. Gas delivered to customer shall be priced at the rate posted for customer’s usage as provided on company’s price schedule.

This agreement shall be effective for a period of one year from and after the date hereof, and from year to year thereafter, unless written notice is given by Redwood Propane or customer 30 days prior to end of term or subsequent term. The customer agrees to purchase at least 200 gallons of propane within each of said periods of 12 consecutive months. If said customer fails to purchase such minimum quantity of gas, customer will be charged a tank rental fee of \$72.00.

X _____ Customer Initial

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

- 1. Redwood Propane hereby loans the above container to the consumer(s) and title to the container and all accessories used in delivering gas shall remain in Redwood Propane and shall not become a part of the realty where installed. This equipment shall not be removed and reinstalled except by Redwood Propane. Customer agrees to give immediate notice to Redwood of any damage to, defect in, or malfunction of such equipment or of any leakage of gas from such equipment. Customer understands that the use of damaged, defective or malfunctioning equipment is dangerous and will not use such equipment when such conditions exist.

2. The customer shall provide a suitable space for the installation of Redwood's equipment and shall permit access to his premises for Redwood employees or representatives at all Redwood hours for the purpose of filling, inspecting, and determining the capacity and condition of Redwood's equipment. No one other than authorized employees or representative of Redwood shall be permitted to adjust Redwood's equipment.
3. Redwood shall undertake to deliver to and maintain sufficient propane in the tank or tanks as required from time to time to meet Customer's estimated needs for the characteristics and volume of usage indicated. In the event of service cancellation, a tank pickup fee of \$150.00 will apply. Any remaining product in tank will be refunded to customer after any account balances or rental fees are satisfied.

X _____ Customer Initial

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4. The terms of payment for the purchases shall be directed from time to time by Redwood's Credit Department. Invoices not paid within 30 days of billing date are subject to FINANCE CHARGES which shall be computed separately at a monthly periodic rate of one and one-half percent (1.5%) corresponding to an annual percentage rate of eighteen percent (18%) per annum, and the customer hereby agrees to payment of said FINANCE CHARGES when incurred, and in the event of any action if filed for collection of account, Redwood, in addition to all sums owed, shall be entitled to award for reasonable attorney's fees.

X _____ Customer Initial

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5. Redwood reserves the right to discontinue service after reasonable notice and recover its equipment when any of the following occur:
 - a. Unsafe conditions of Customer's appliance or pipings;
 - b. When propane other than that furnished by Redwood have been put in Redwood's equipment;
 - c. When Redwood has been denied access to Redwood's equipment installed on Customer's premises;
 - d. When Customer fails to fully and punctually pay bills when due;
 - e. If the premises upon which the equipment is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon the sale, transfer or conveyance of the premises or leave it unoccupied for any extended period.

6. Redwood will use reasonable diligence to provide continuous service, but should service be interrupted or become defective through acts of God, or the public enemy, or state, municipal or other public authority, or because of accident, strikes or labor troubles, insufficiency of disrupting of supply, or any other cause beyond the reasonable control of Redwood or its suppliers, then Redwood shall not be liable for such failure, interruption or defect.
7. Redwood reserves the right to charge the Customer its standard emergency service fee and pressure test fee if the customer runs out of gas due to customer's account being delinquent. Delinquent accounts are defined as being over 30 days due or not meeting with any other written terms agreed to by Redwood and the Customer.
8. The Customer shall install only such appliances as are suitable for operation with propane and meet accepted standards. The Customer understands that use of propane sold and delivered by Redwood to the Customer in appliances or equipment not designed or properly adjusted use or consumption of propane may be dangerous, and further understands that Redwood shall not be responsible for any defect or malfunction in any such appliance or equipment, or for any defect or malfunction of such piping or related equipment as may connect Redwood's tanks and equipment with the Customer's appliance or equipment. Redwood will assist in the selection of appliances and equipment for propane operation and may perform, at the cost of the customer, installation, adjustment, repair and maintenance work of Customer piping, appliances, and equipment at the request of the Customer.
9. Redwood shall not be liable for loss, injury, or damage to any person or to any property whatsoever resulting directly or indirectly for use, misuse, or presence of gas on the Customer's premises and elsewhere. Redwood shall not be held liable for any damage to lawn, trees, shrubbery, flowers, etc., if recovery of tank is necessary.
10. The Customer does waive and relinquish unto Redwood all rights, all claims and demands of every kind against the propane tanks and regulating devices above mentioned.

This waive is to continue so long as this equipment is so installed and the Customer agrees that said equipment shall not become part of the freehold.

11. The Customer acknowledges he/she has been made aware of the odor of propane and has received a pamphlet, "How's Your Nose," describing the odor of propane.

X _____ Customer Initial

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ACCEPTED:
REDWOOD FUEL OIL & PROPANE

By: _____

By: _____

Title: _____

Date: _____

ACCEPTED:
CUSTOMER

By: _____

By: _____

Home #: _____

Work #: _____

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