



104 Sunland Reservation Rd.
Bishop, California 93514
phone: (760) 872-2955
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PROPANE GAS SERVICE AGREEMENT

The undersigned, herein called Customer, requests Eastern Sierra Propane, herein called Company, to install Gas Service for LP-gas at the location indicated below and in consideration thereof, Customer agrees to comply with the terms and conditions printed below.

CUSTOMER - PLEASE COMPLETE THE SECTION BELOW

Customer's Name (print)
Mail Address
City, State, Zip
Phone #
Service Location
Dated

After Installation, you will receive a copy of this form with your information below

Value of Equipment Installed by Company
Tank No.
Capacity
Other Equipment
Installation fee of
Equipment fee of
Meter #

TERMS AND CONDITIONS GOVERNING LP-GAS SERVICE

COMPANY AGREES:

1. SUPPLY AND MAINTAIN EQUIPMENT. To provide the LP-gas equipment listed above, to install the same in a thorough and workmanlike manner, and to maintain the same in safe working order for the convenience of Customer.

CUSTOMER AGREES:

- 2. USE OF TANK. To assure safety in delivery and servicing, not to allow any other supplier or servicing agent to attempt to supply or service the equipment that the Company provides.
3. PAYMENT. To pay equipment fee and LP-gas invoices within ten (10) days of receipt.
4. TAXES. To pay all licenses, personal property taxes or any other taxes or assessments that may be levied on any equipment covered by this agreement during the term hereof.
5. LOCATION. Not to change the location or manner of installation of the equipment unless Customer has first obtained written consent of the Company.
6. ACCESS AND REMOVAL. To provide safe and unobstructed access to tank location. Customer authorizes the agents of the Company to enter Customer's premises at any time and all reasonable times to service equipment, deliver gas and upon termination of this Agreement, to remove said equipment from the premises. Company assumes no responsibility for damage caused by Customer's breach of agreement to provide safe and unobstructed access.

COMPANY AND CUSTOMER MUTUALLY AGREE:

- 7. SUBSTITUTION OF TANK. If during any one twelve (12) month period the Customer's requirements for LP-gas shall be less than two (2) times the capacity of the supplied tank, Company shall have, by giving seven (7) days' written notice, the option to substitute a lesser size storage tank.
8. DURATION OF AGREEMENT. This Agreement shall commence on the date written above and continue in effect until (a) cancelled by either party giving thirty (30) days' written notice from one to the other or (b) cancelled by Company upon Customer's non payment of LP-gas bill, or to protect itself against abuse, harassment, theft, fire or potential liability upon seven (7) days' written notice to Customer.
9. INSTALLATION CHARGE NON-REFUNDABLE. That the installation charge is non-refundable.
10. CHARGES. Charges for equipment fee and LP-gas are subject to change by the Company, without notice, from time to time during the term of this Agreement.
11. EXCUSABLE FAILURE TO PERFORM. Any failure of performance hereunder on the part of the Company shall be excused without liability when said failure results from accidents, weather conditions, acts of God, fire, floods, labor disturbances, breakdown or other failure of equipment, failure of supplies of LP-gas, or any other causes beyond the reasonable control of Company.
12. TITLE. That title to the equipment covered by this Agreement shall remain in Company, that title to LP-gas delivered by Company into the supplied tank shall remain in Company until LP-gas invoice thereof be paid in full.
13. CUSTOMER ASSUMES RISK. That Customer assumes any and all risks in connection with the use of all equipment and will hold Company harmless for any damages or injury directly or indirectly, on such use. Customer shall be responsible for equipment loss or damage from fire, theft, natural disasters or other causes.
14. AGREEMENT NOT ASSIGNABLE. This Agreement shall not be assignable by Customer without prior written consent of Company. This Agreement shall not be transferred by operation of law or otherwise without the written consent of Company.
15. ATTORNEY'S FEES. In the event of legal proceedings involving this Agreement, the prevailing party shall be paid reasonable attorney's fees by the other party.

EASTERN SIERRA PROPANE

Customer

By

Customer