

Social Security # \_\_\_\_\_

Will Call - Keep Full \_\_\_\_\_

Driver's License # \_\_\_\_\_

**Kohler Propane South L.L.C.** Guaranteed Cash/Budget Price \_\_\_\_\_  
Per Gallon For 1 Year

1-877-392-9556

ACCOUNT

NUMBER \_\_\_\_\_

**BULK SERVICE FUEL AGREEMENT****2904**

THIS AGREEMENT, made and entered into by and between the named Customer and Kohler Propane South L.L.C., a Michigan corporation, hereinafter referred to as "Company". In consideration of the respective obligations of the parties hereto, it is hereby agreed as follows:

Customer Name _____					Telephone No. _____					
Service Location _____										
HOUSE NUMBER		STREET		CITY		TOWNSHIP		COUNTY		
Mailing Address _____					City _____		State _____		Zip _____	

**1. PURCHASES.**

The customer agrees to purchase "Kohler Propane South L.L.C." propane at the Company's current price schedule subject to the annual minimum gallonage and minimum delivery requirements established by the Company from time to time.

**2. PAYMENT.**

The customer agrees to promptly pay for all propane ordered or delivered and to pay any and all state, local or federal taxes and any ad valorem taxes, which are now in effect or which may be subsequently imposed, upon the propane supplied by the Company, or the tanks and other equipment provided by the Company.

**FEDERAL TRUTH IN LENDING DISCLOSURE:** Amounts for which payment is not received by the due date may be subject to a late payment charge of 1.7% per month. Any account 60 days delinquent or more are subject to further collective action and may be sent to collection agency. You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.

**3. DRIVEWAY.**

The customer shall provide a driveway capable of handling the Company's bulk delivery trucks, free of snow and other obstacles, so as to permit the Company's trucks free access to within one hundred feet of the storage tank at all times. The Customer specifically acknowledges and understands that the Company cannot deliver propane from a public thoroughfare.

**4. INDEMNIFICATION.**

The Customer agrees to indemnify and hold the Company harmless from and against any and all claims, liabilities, damages and expenses directly arising out of or in connection with the Customer's possession and control, storage, use or handling of the bulk service operating equipment and the propane delivered to it pursuant to the terms of this Agreement, unless such claims, liabilities, damages or expenses are directly caused by the negligent omission or commission of the Company or the Company's agents or employees.

**5. ASSIGNMENT AND NOTICE.**

The Customer acknowledges that this Bulk Service Fuel Agreement is not assignable by the Customer without the prior written consent of the Company and that the tank, regulator and other accessories may not be moved from the Customer's premises or from the original installation location except with the prior written consent of the Company.

**6. RENDERING.**

The Company agrees to provide the Customer with a reliable supply of propane at the customer's address set forth in this Agreement. The Company further agrees to furnish bulk service operating equipment for the use of propane by the Customer and to furnish without charge, labor and any necessary replacement parts during the term of this Agreement, subject to the terms of any Equipment Rental Agreement which may be signed between the Company and the Customer.

**7. FORCE MAJEURE.**

Neither party shall be liable in damages or otherwise to the other for any failure to perform hereunder when performance is prevented, delayed or otherwise effected by or in connection with any embargo, order, requisition or request of any government or acting authority, act of God, fire, explosion, strike, industrial disturbance, accident, war, failure, loss or impairment of the Company's supplies at the shipping point designated herein, or facilities of production or transportation, or any other causes whatsoever beyond such party's control.

**8. EQUIPMENT.**

The Company shall furnish to the Customer, bulk service operating equipment consisting of a \_\_\_\_\_ gallon propane storage tank.

Serial No. \* \_\_\_\_\_, manufactured by \* \_\_\_\_\_ together with all necessary valves, regulators and accessories.

Receipt of \$ \_\_\_\_\_ is hereby acknowledged as payment of installation charge and/or transfer fees.

Receipt is acknowledgment of a copy of the foregoing Agreement and disclosure prior to the completion of the installation and by this execution the Customer accepts the terms and provisions set forth on both sides hereof.

Approved By: \_\_\_\_\_ X \_\_\_\_\_  
Kohler Propane South L.L.C. Date CUSTOMER Date

\*Serial Number and Manufacturer to be provided on the YELLOW COPY after installation and final approval.  
The Customer receives the PINK COPY immediately after the Customer's signature.

#### 9. TERM.

- (a) This Agreement shall continue in effect for a period of one (1) year from the date hereof and shall continue thereafter until cancelled by either the Company or the Customer upon thirty (30) days prior written notice. In the event that the Customer vacates the property as described in this contract, fails to pay his account when due, or uses gas or equipment other than the gas or equipment supplied by the Company, the Company shall have the right to immediately terminate this Agreement and recover possession of the equipment supplied pursuant to this Agreement or pursuant to any Equipment Rental Agreement signed by the Customer.
- (b) It is agreed and understood that title to the equipment shall at all times remain in the Company and that the Company shall have access at any time to the Customer's property for service or for removal of its property in the event of termination of this Agreement. The Company reserves the right to alter or change the size of the equipment from time to time when it is found necessary to do so to fit the Customer's consumption rate or the delivery schedules of the Company.
- (c) This Agreement shall not become effective until approved by an authorized representative of the Company.

#### 10. GENERAL CONDITIONS.

The Customer hereby acknowledges and represents that he has been informed by the Company.

- (a) That various additives and odorants have been added to the gas product so that any escaping gas can be readily detected.
- (b) That during the period of this Agreement, the Customer agrees not to install any furnace, water heater or other gas consuming appliance that does not have a 100% shutoff device. A 100% shutoff device means that in the case of a pilot light failure, the main burner valve will completely close.
- (c) That there is a valve on the top of the storage tank which when shut off will stop the entire flow of gas to all appliances and gas operating equipment. The Customer agrees to instruct all of his family members or other residents of this home of the location and function of this valve in the case of any emergency.
- (d) That the Customer will engage only licensed furnace companies, licensed plumbers or licensed appliance repair companies in the case of any failure, malfunction or detection of gas. The Customer agrees that in attempting to locate any leak, the Customer will not attempt to discover such leak by the use of any flame. The Customer agrees only to use a sudsy agent, such as soap and water, or other approved methods for determining the location of any gas leak.
- (e) That the Company only services equipment that it owns (the tank, operating equipment, including piping and regulators) on the outside of the residence, building or mobile home. The Company is not responsible for any repair, adjustment or replacement of any gas line, appliance, water heaters, furnaces or other equipment inside the residence, building or mobile home.
- (f) That the Company shall be provided access at all reasonable times to all gas consuming appliances and equipment connected to the bulk service operating equipment for purpose of inspection. The Company shall have the right to refuse to connect to or disconnect from any appliances or gas equipment deemed unsatisfactory for use with propane. The Company shall not be liable for such acts or failures to act, nor for the subsequent use of propane in connection with said appliances and equipment.
- (g) That the Company has a system which attempts to predict when a delivery is needed. Due to varied patterns of usage by the Customer, such as adding or deleting appliances, periods of absence, various forms of conservation, or periods of increased usage, the system is only an estimate and will only work with the aid of the Customer. The Customer requesting this service agrees to be aware of the amount of propane remaining in the tank at periodic intervals and to promptly notify the Company when the propane remaining is no less than 25% on the tank gauge.
- (h) That the tank percentage gauge is not a perfect instrument and is not to be construed as an exact measurement of gallons remaining in the tank. A vibration of the tank is sometimes required to position the gauge float on the surface of liquid remaining. This is usually accomplished by dropping the tank cover either open or closed and then reading the gauge.

#### MISCELLANEOUS.

The invalidity of any term or condition of this Agreement shall not affect the validity of any other term or condition.

All rights of the Company shall inure to the benefit of the Company's successors and assigns and all obligations of the Customer shall bind the heirs, executors and administrators of the Customer.