

60 SHUMWAY ST
AMHERST, MA 01002
413-253-5999



34 MONTAGUE CITY RD
GREENFIELD, MA 01301
413-773-5999

Propane Customer Service and Supply Agreement

This propane supply agreement is between Surner Heating Co. Inc. ("Surner") located at 60 Shumway St., Amherst, MA 01002 and _____ / _____ ("Customer")

Delivery Address _____

Mailing Address (if different) _____

Home Phone _____ Work Phone _____ Cell Phone _____

Email Address: _____

PROPANE EQUIPMENT – COMPANY OWNED

Applicant, and Co-Applicant, if jointly occupied (hereinafter referred to as "Customer"), and Surner Heating Co., Inc (Surner) agree to: Install on the premises of Customer the following equipment ("Equipment") and related appurtenances for propane service. Customer agrees that **they are responsible** for the cost to bring their property to current code regulations.

Description of Equipment	Size / Model #	Serial Number	Rental Amount (If Applicable)

In consideration for the installation/service of said Equipment, Customer agrees to the following terms:

Tank Rental: Complete a Payment Authorization form with a valid credit card or checking/savings account. Your account will automatically be charged annually for the tank rental for usage under 200 gallons or less a year. (Annual tank rental is per tank)

Title to Equipment:

Surner will provide the Customer with appropriate propane storage tank(s) and related equipment which will, at all times, remain the property of Surner and will not become a fixture or part of Customer's real estate. A UCC-1 may be filed with the State of Massachusetts. From time to time, Surner may change the Equipment to coincide with Customer usage and government regulations. The authorized representative(s) of Surner will be allowed necessary access at any time to inspect, service, remove, replace, or move any part of the Equipment owned by Surner. Only authorized representatives of Surner will deliver propane, provide service, and have contact with the Equipment. Customer agrees to keep the area around the Equipment free of landscaping debris and other hazards, including animals, which may damage the Equipment or cause injury to Surner's authorized representative. Customer is liable for the loss of, and damage to, the Equipment while in the Customer's possession, normal wear and tear excepted. Customer agrees to notify Surner immediately if Customer believes there may be a problem with the Equipment, such as, but not limited to, a gas odor, leak, puncture, or other potential hazard.

Price & Fees:

The prices charged for the propane and service will vary periodically based on market conditions and other factors. Customer agrees to pay Surner's fees or rates, town permit fees, pricing and charges in effect on the date that propane or equipment is delivered or services are rendered. There may be a special/off-route delivery fee or a tank removal fee if applicable. Other fees and charges may also apply. A complete schedule of charges is available for Customer's review at the offices of Surner Heating Co. Inc.

Propane Supply: Customer agrees to purchase exclusively from Surner Heating all propane required at the address listed above, in accordance with current Massachusetts Container Law.

Applicant's Signature: _____ Date: _____

When signing this agreement, you acknowledge and state that you have read the additional terms and conditions on the reverse side of this contract.

Account Termination and Collection:

Payment Terms (Not applicable to C.O.D.):

When Credit approved payments are due net 15 days or by your next delivery, whichever comes first. Payments not received within 30 days after the delivery or service are subject to finance charges of 1.5% (18% Annual Percentage Rate). The minimum finance charge is \$.50. Finance charges are computed until the date payment is received and begin on the date of service or delivery.

Delivery and Service Suspension:

Delivery and services may be suspended if payment in full is not made within 30 days after delivery. This may result in a device being installed on Sumner Heating tank equipment which will prevent any propane from being dispensed from the tank.

C.O.D. Payment Terms: Customer payment is due prior to or at time of delivery.

Returned Checks:

All returned checks are subject to a bank charge and a handling fee as allowable by law. A returned check may result in the loss of credit with Sumner.

An account may be referred to a collection agency and an account may be terminated, and all Sumner Equipment removed if payment in full is not received within 60 days after a delivery or service provided. **Customer will be responsible for paying the past due balance, collection fees and attorney's fees, as well as a service charge to remove the Equipment.** If Customer chooses to terminate service with Sumner, with a 30-day written notice, any balance on Customer's account will become immediately due and payable. Equipment removal fees and/or termination fees may also apply. In the case of a termination with **underground tanks**, Customer is responsible for all costs of the excavation of the leased equipment and the Company is not responsible for furnishing fill, resurfacing, landscaping, or restoring Customer's property to its previous condition when the leased equipment is removed. There is \$500.00 Charge for underground tanks removed from customer site.

Taxes; Security Deposits:

Customer will be solely responsible to pay all taxes imposed on all sales and services under this Agreement, whether or not billed by Sumner. Security deposits shall not earn interest unless required by law.

Force Majeure Clause (Beyond Control of Either Party):

If Sumner is prevented from completing performance of any or all of its obligations under this Agreement by an act of God, the conduct of third parties, or any other occurrence beyond its control, then Sumner shall be excused from performance as long as it is reasonably necessary to complete performance.

Indemnification; Damages:

Customer releases, indemnifies, defends, and holds Sumner, its officers, directors, employees, authorized representatives, successors and assigns harmless from any and all demands, claims, liability, expenses and damages ("Claims") resulting from or caused by action or inaction which affects the proper function of the Equipment, unauthorized contact, use or servicing of the Equipment. Sumner will not be responsible for any damages, claims, liability, losses or expenses resulting from the exhaustion of Customer's propane supply nor for any injuries to persons, damage to property or loss due to the negligence by Customer, its employees or assigns, Customer agrees to provide said indemnification and defense within ten (10) days of Sumner's written notice to Customer of such Claim. This provision will survive termination or cancellation of this Agreement.

Entire Agreement; Assignment:

This Agreement is comprised of **two** pages and constitutes the entire understanding between Customer and Sumner regarding the provision of propane and related services to Customer. Sumner may assign this Agreement to its successors or affiliates at any time without written notice. This Agreement is not assignable by Customer without the written consent of Sumner. No modifications to this Agreement may be made except in writing by Sumner. Customer agrees to be subject to the terms of this Agreement and that purchase(s) will constitute acceptance of those terms. By signing this agreement, you are accepting these terms for all owners of this property. Customer agrees Sumner may request a consumer credit report in connection with this application and Agreement, and upon request, Sumner will inform Customer of the name and address of the consumer reporting agency furnishing the credit report. Sumner may also report Customer's credit performance under any agreement entered into with Sumner.