

# LIBERTY PROPANE, INC

## COMMERCIAL/INDUSTRIAL APPLICATION FOR SERVICE

### LOCAL INFORMATION

Account #

NAME OF BUSSINESS:	Tax Exempt Y / N (Must provide proof)	EIN#:
DELIVERY ADDRESS:	POC:	LOCAL NUMBER:
CITY:	STATE:	ZIP:
APPLICANT NAME:	TITLE:	

### COMPANY INFORMATION

TYPE OF BUSINESS:		YEARS IN BUSINESS:
BUSINESS STRUCTURE: (CORP., LLC., ETC.)	IF SUBSIDIARY, PARENT COMP.:	YEARS IN BUSINESS:
SENIOR OFFICER:	PHONE NUMBER:	TITLE:
BILLING ADDRESS:		PHONE:
CITY:	STATE:	ZIP:

### FINANCIAL INFORMATION

BANK NAME:	ADDRESS:	PHONE:
ACCOUNT MANAGER:		

### BILLING/ACCOUNT SETUP

CIRCLE HOW YOU WOULD LIKE TO BE BILLED:			EMAIL/ INVOICE/ PAY ON DELIVERY
ACCOUS PAYABLE PERSONEL:	EMAIL:	PHONE:	
PAY ON DELIVERY POC (IF APPLICABLE):			
CARD NUMBER:	EXP DATE:	SECURITY CODE:	

All charge accounts are on a 30-day billing. Payments will be considered late after 30 days. If a balance is beyond 30 days, there will be a 1.5% late charge billed. By signing this you acknowledge and accept responsibility for late charges.

AUTHORIZED SIGNATURE

PRINT

DATE



**References:**

Company Name:	Point of Contact:	Number or Email:

\*References **MUST** be given to be eligible for a charge account. Otherwise, services are paid at time of service.\*  
 References must also be confirmed before considered eligible for such account. Sister or Parent Companies will not be considered as a reference.

**Fuel Requests:**

Frequency (Circle One):	Twice a Week / Once a Week / Once every other week / Once a Month / Will Call
Tank Size Desired (Mark What Apply):	120 / 250 / 500 / 1000
If Multiples, State Quantities:	
Cylinder Cage <b>Amount</b> Desired:	
Service is for (Mark What Apply):	20# Exchange / Forklift / Emergency Heat / Heat / Bottle Filling / Other
If Other, Describe Use:	

If things change, or you are not sure which service you would like to sign up for, contact the office to find out which service will be best for you and your business. (912)408-3040

**1. Leased Equipment**

- A. **General Provisions.** Upon request, the Company (“we” or “us” or “our”) will lease and provide to customer various equipment, including a propane storage tank or cylinder, regulator(s), tank monitors and related equipment (the “Leased Equipment”). In the interest of safety, you will not allow anyone to make any adjustments, connections, or disconnections to the Leased Equipment.
- B. **Propane System Maintenance & Repair.** Except for the Leased Equipment, you are responsible for the maintenance and repair of your entire propane system, including compliance with applicable State Laws and Regulations. You are required to notify us in the event that you or your representative(s) do any alteration(s) to the equipment. You will notify the Company immediately if the Leased Equipment is damaged or malfunctions or if you experience any problems with the Leased Equipment.
- C. **Tank Rent.** You agree to pay the Company annual tank rent during the period the Leased Equipment is installed at the property. The amount of rent can vary depending on, among other things, the size of the tank, the location of the business, and your actual annual usage. Please contact us if you have any questions about the tank rent that is applicable to you.
- D. **Title of Equipment.** The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of your real property.
- E. **Access to Equipment.** You agree that the Company has an irrevocable right of entry and exit to your property, without prior notice, to deliver propane or to install, repair, service, or remove the Leased Equipment, or to perform any other services that the Company deems reasonably necessary. You agree to provide the Company with safe, free, and unimpeded access to the Leased Equipment, including, but not limited to access free of ice, snow, water, mud and other hazards. You will mark or otherwise identify the location of septic systems and similar underground features as necessary to allow the Company to safely install the Leased Equipment, perform services, and make deliveries. You agree that the Company has no obligation to contact you to access the Leased Equipment and may suspend deliveries or service in the event the Company is unable to reasonably access the Leased Equipment. You agree to promptly surrender to the Company the Leased Equipment when your relationship with the Company is terminated for any reason. You also agree that only Company representatives are allowed to service, repair, disconnect or otherwise touch the Leased Equipment without Company’s written permission.

- F. **While Leasing Equipment.** You are required to notify Liberty Propane when you disconnect your propane system, add, or remove appliances so that we may conduct a leak check. The Company reserves the right to change-out the Company Equipment if Customer's propane usage changes or to remove the Company Equipment during periods of non-usage.
- G. **Damages.** Leased Equipment damaged on Customer real property, not done so by Company, Customer is responsible for repairs or replacement of equipment. Replaced items must be of same quality, purchased through the distributor of Company choosing.
- H. **SAFETY INFORMATION.** If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately evacuate the premises and dial 9-1-1. You should also contact 912-408-3040 OR emergency contact number 912-271-6254. Safety information has been or will be supplied to you. IF you did not receive the safety information, please contact us at (912)408-3040 and we will email this information to you. Additionally, the Company's safety warnings are also contained on the website [www.propanesafetyfirst.com](http://www.propanesafetyfirst.com).
2. **PROPANE DELIVERY.** Automatic - The Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances. **Only propane sold by Liberty Propane will be used with Leased Equipment.**
3. **PRICING, FEES, RATES, AND CHARGES.** You agree to pay the Company's price per gallon, fees, rates and charges in effect on the date that propane is delivered for Automatic delivery, when services are rendered, or as may be set forth on the delivery ticket.
- A. **Price.** Unless you have an agreement which determines your price, you will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation, our costs to procure the propane, freight and transportation. This price may vary. You may contact us to receive current pricing information as pricing changes frequently and without prior notice to the customer.
- B. **Current Fees and Charges.** In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact us for specific questions regarding fees and charges and for updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES AND CHARGES WITHOUT PRIOR NOTICE.**

**HazMat & Safety Compliance Fee** - This fee, which is assessed to propane deliveries and service calls, helps to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety.

**Leak Check Charge** - This charge is applied when the Company must perform a Leak Check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which many include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service, or in the event a leak in the system is suspected. Contact us with any questions on when a leak check is required and the current charge.

**Pump-Out/Restocking Charge** (Otherwise referred to as Disconnect Fee). This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent water capacity in order to remove a Company owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder this charge will fluctuate.

**Disconnect Fee** - This fee will be billed as the labor for picking up and disconnecting such services, no matter the percentage of propane in the tank.

**Reconnect Charge** - In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a leak check and put your propane system back into service.

**Returned Check Fee** - **\$35.00** - This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds.

**Special Trip Charge** - This charge is incurred by customers who request deliveries or service during after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request. This is not a labor fee, and you are subject to pay labor fees when applicable.

**Tank Rent** - See Section 1C.

4. **PAYMENT TERMS AND LATE FEES.** If you have received credit terms from the Company, you will be billed after propane is delivered or services are rendered, unless other payment arrangements have been agreed to in advance. If you dispute an invoice or believe your invoice is inaccurate, you must contact us within thirty (30) Days of receipt of services. You agree to pay the Company's price per gallon and all fees, rates and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the Company by the applicable due date, the Company will add a monthly late charge of 1.5% to account that must be paid alongside balance. In the event you fail to make a payment on the outstanding amount owed, the Company may suspend service and/or place a lock on the Leased Equipment. If the Company places a lock on the Leased Equipment, all amounts outstanding (including the applicable Reconnect Fee) must be paid in full before service will be restored. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance. If a balance is left unpaid and requests for payment have been refused, Liberty Propane seeks remedies that may include collection company involvement. Collection companies report to credit reporting agencies and we are required to notify each customer of this possibility.
5. **LICENSES, PERMITS and TAXES.** You agree to pay for all licenses, permits and taxes associated with the sale or use of the propane and Leased Equipment or service covered by the Terms and Conditions.
6. **INDEMNIFICATION.** Both Company and Customer agree to indemnify, defend, and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.
7. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF COMPANY'S SUPPLY OF PROPANE.
8. **DISCLAIMER OF WARRANTIES.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, ANY CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OF UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **TERMINATION OF PROPANE SERVICE.** Unless otherwise specified, your propane service may be terminated for convenience at any given time, with 30 Day Notice.
  - i. For Leased Equipment customers only: Company may bill for damages. The Company may also charge you a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is greater than 5% water capacity, and the HazMat and Fuel Recovery Fee, if applicable. Company will bill for Disconnect Fee at time of termination of services. See 3B.
  - ii. Company will repurchase propane remaining in the tank or provide customer refunds for any unused propane. The Company, may however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If the Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or the Company's current daily market price.
  - iii. The Company may terminate service with you at any time, without prior notice, if you fail to satisfy any of these Terms and Conditions or if the Company determines, in its sole discretion, that a condition exists that poses a health or safety threat.
10. **EXCUSED PERFORMANCE.** The Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, the Company's inability to obtain propane or equipment from its customer suppliers, terminal refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customer in any manner that the Company, in its sole judgement, deems reasonable.
11. **TERMS AND CONDITIONS.** From time to time, the Company issues Terms & Conditions. The issuance of the Terms & Conditions will replace the terms & conditions in this Agreement thirty (30) days after your receipt or upon the effective date listed on the Terms & Conditions, whichever is later. By accepting delivery of propane, or by paying any invoice, fees rates, or charges, you are deemed to have accepted the Terms & Conditions and does not require your signature. The notice may be in the form of a bill insert, email or other written notification.

12. **TRAINING.** Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment, as to how to safely fill containers, if applicable, and use propane. Customer will not allow anyone to handle propane or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgements, including those claims brought by Customer's employees or agents.
13. **NOTICE:** Any notice by you shall be sent by U.S Mail, postage prepaid, to the Company at 4420 E Oglethorpe Hwy, Hinesville, GA 31313. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.
14. **WAIVER.** If we delay in exercising any of our rights, the Company will not be prevented from exercising our rights at a later date. The Company's waiver of any breach of the Terms & Conditions at any time shall not excuse future breaches by the customer.
15. **SURVIVAL.** Paragraphs 1, 5,6,7,8,9,10,13,14 and 16 shall survive termination of your relationship with the Company.
16. **CUSTOMER OWNED EQUIPMENT.** The following provisions do not apply to Customer-Owned equipment:
  - a. Paragraph 1 - Leased Equipment
  - b. Paragraph 4(B) - Pump-Out/Restocking Charge as it relates to the pick-up of the Company-owned Equipment; however, the remaining provisions of this paragraph apply
  - c. Paragraph 6 - Licenses, Permits & Taxes as it relates to permits for tank installation; however, the remaining provisions of this paragraph apply.

**By Signing below, I acknowledge that I have read, understand, and agree to the terms above.**

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Customer Date

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Authorized Person's Printed Name

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Authorized Person's Signature

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Rep Printed Name Date

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Rep Signature

