

Shawley's Terms of Service

Company hereby agrees to sell and Consumer hereby agrees to purchase Propane from Company and to pay for same on presentation of statement or invoice.

In Consideration of which, it is mutually agreed that Company shall provide and install equipment necessary for the consumption of propane; that the title of said equipment shall always remain to Company that said equipment is only provided to Consumer for the exclusive use of Propane to be furnished by Shawley's Superior L.P. Gas Co. Your fuel rate includes a monthly charge to help offset the expense of maintaining this equipment.

This agreement shall continue for a period of 5 years from the date hereof and thereafter from year to year, subject, however to the following rights of termination; (a) by either party at any time after this agreement shall have been in effect for 3 years, upon not less than 30 days prior notice in writing to the other party; (b) by either part upon the failure to the other party to fulfill or conform to any terms or conditions thereof; (c) by Company upon the failure of Consumer to purchase the minimum usage requirements applicable to Consumer's type of usage; (d) by Company upon Consumer's permanent removal from the installation address shown on other side of this contract; (e) by Company for non-payment of amount due Company by Consumer

Shawley's L.P. Gas Co. agrees to keep the above mentioned equipment in good operating condition and repair it at its own expense and to furnish the services of its own employees to inspect said equipment of consumer supplied with same, as may be necessary, without charge to Consumer so long as Propane is purchased from Company, except when equipment has been tampered with or maliciously abused by Consumer or unknown parties.

Consumer agrees to buy from Shawley's L.P. Gas Co. upon the terms herein, all of the Consumer's requirements of Propane for Consumer's purposes upon or at the Consumer's premises aforesaid so long as Company's gas equipment be installed and to pay for same Company's then stated or published current price at time of delivery, applicable in Consumer's locality.

Consumer agrees to permit only employees of Shawley's Superior L.P. Gas Co. to service or move this leased Propane equipment when either is necessary.

Company may refuse to connect to, or may disconnect, any appliances deemed by company to be unsatisfactory for use with Shawley's Superior L.P. Gas Co. Even though Company connects to, or fails to disconnect, any such appliances, Company shall not be liable for such acts or failures to act, nor for subsequent use of gas in connection with such appliances.

Company shall not be liable for any loss sustained by consumer as a result of the temporary exhaustion of Consumer's supply of Propane now for any injuries to persons, animals, or fowls or damage to property arising out of the storage use of Propane or the use, operation, maintenance or repair of any equipment or appliance storing or utilizing Propane.

Consumer grants to company free right of ingress and egress to and from the premises for all purposes reasonably necessary in connection with Shawley's Superior L.P. Gas Co., or for any other purposes proper under this agreement, and grants to Company free right to store Equipment, Tanks, Fittings, and Piping upon these premises. Consumer understands that the location selected for the Equipment must be within the area covered by Company's operations and must conform to existing safety regulations.

It is further mutually agreed that, upon termination of said contract, Company or its agent, is hereby authorized to enter Consumer's premises and remove said equipment without process of law, and said Consumer covenants that said equipment when removed, shall be in good condition as when installed, natural wear expected; and that in the event said equipment is damaged, said Consumer shall compensate Company for said damage. WHERE UNDERGROUND EQUIPMENT IS REMOVED, COMPANY SHALL NOT BE RESPONSIBLE FOR FURNISHING FILL, RESURFACING OR RESTORING PREMISES TO PREVIOUS CONDITION. When removing company equipment from a customer's property, there will be a labor fee charge for this service. If it is a large container where fuel must be removed, a pumping fee will be charged.

Neither this agreement or any rights thereunder may be assigned by Consumer without written consent of Company.

It is understood and agreed that Company may perform its duties and obligations hereunder either directly through its own employees or through a local authorized representative. No local employee or authorized representative of Company has any authority to make or promise any modification of this agreement. This writing is the final expression of the agreement of Consumer and Company and is the complete and exclusive statement of the terms agreed upon.

The undersigned owner, mortgagee or tenant of the described premises on this contract, hereby agrees that the Propane equipment installed hereunder shall be considered personally regardless of how annexed to the realty and may at any time be removed from the premises described, by Shawley's Superior L.P. Gas Co. during the term of either the foregoing contract or any superseding or supplemental contract between the parties there to and the undersigned hereby waives and releases any and all rights whatever to hold or levy on same or any part thereof.