



SHARPGAS PROPANE SUPPLY AGREEMENT (COMPANY OWNED EQUIPMENT)

This PROPANE SUPPLY AGREEMENT is made and entered into this ____ day of _____, 20____, between Sharpgas, Inc. d/b/a Sharp Energy ("Company"), and the undersigned customer(s) (individually and collectively, "Customer").

Customer Name(s) _____
Last First Last First

Mailing Address _____
PO Box or Street City, State & ZIP

Property/Delivery Address _____
PO Box or Street City, State & ZIP

E-mail Address _____ Phone Number _____

If Customer is not the owner of the property for which propane gas is to be supplied (the "Property"), please provide the following:

Property Owner Name/Address _____
Last First PO Box or Street City, State & ZIP

E-mail Address _____ Phone Number _____

This Propane Supply Agreement shall have an initial term of 1 () years, after which time it will renew automatically for consecutive one-year renewal terms unless Customer notifies Company at least ninety (90) days prior to the expiration of the initial term or the then current renewal term.

Customer agrees to pay Company's price per gallon, plus fees, rates, and charges under this Propane Supply Agreement and the Terms and Conditions (as defined below) (collectively, the "Agreement") in effect when propane is delivered for Automatic Delivery, when Will Call Delivery services are rendered, as may be set forth on the delivery ticket for other supply arrangements, or when other services as rendered. Customer's initial price per gallon of propane gas is 2.5499. Such price and charges are subject to change as provided herein and in the Terms and Conditions.

Company Owned Equipment: Customer has agreed to lease from Company, and Company has agreed to provide to Customer, the below described equipment necessary for propane gas service for the Property. Company also agrees to install the underground service line(s), if necessary. Upon completion of the installation of the underground service line(s) and commencement of the propane gas service, title to the underground service line(s) passes to the Customer and Customer assumes all responsibility for maintaining the underground service lines. As used in this Propane Supply Agreement, with respect to Customer, the term "Leased Equipment" shall mean and be comprised of the tank(s), regulator(s), meter(s), piping and other equipment provided by Company related to the gas system and located on the Property:

\$150.00 no lines \$125.00 with lines

Customer agrees to pay with respect to the Leased Equipment an installation charge of \$____ and rental charges of \$⁹⁹____ per _____, in advance, together any applicable sales or similar taxes. Company may charge an increased rental charge (or impose a rental charge if one is not provided for in this Agreement) as set forth in the Terms and Conditions. Customer shall bear the sole risk of loss related to the Leased Equipment from injury, loss, damage, or destruction until such time as it is redelivered to Company.

A gas safety check is required upon the occurrence of certain events described in the Standard Terms and Conditions. There is a charge for gas safety checks. As of the date of this Agreement, such charge is \$⁹⁵____.

Initial Delivery Method Automatic Delivery ☐ Will-Call ☐ Other (Please describe) _____

This Propane Supply Agreement includes the Supplemental Terms and Conditions set forth on the reverse side of this document (the "Supplemental Terms and Conditions") and the Standard Terms and Conditions now or hereafter incorporated herein by Company (as the same may be amended from time to time, the "Standard Terms and Conditions" and, together with the Supplemental Terms and Conditions, the "Terms and Conditions"). Customer acknowledges that it has received a copy of the Standard Terms and Conditions as in effect on the date hereof and agrees to be bound by the terms and conditions in this Agreement, including the Terms and Conditions in effect from time to time.

Customer Initials _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CUSTOMER

SHARPGAS, INC.

By: _____

By: _____

Print Name: _____

Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

SUPPLEMENTAL TERMS AND CONDITIONS

Gas Supply and Delivery

1. During the term of this Agreement, Customer shall purchase from Company, on an exclusive basis, Customer's entire propane gas requirements for the Property.
2. Customer grants Company the right and license to enter the Property and all portions thereof at any time for any purpose connected with (i) the delivery of propane under this Agreement; (ii) the servicing, maintenance, or repair of any equipment; or (iii) the exercise of any rights and the performance of any obligations under this Agreement. Customer shall maintain the Property in a safe condition and shall not at any time take any action to impede or inhibit Company's access to the Property.
3. Customer represents and warrants to Company that, if Customer is not the owner of the Property, Customer has the right to enter into the Agreement and has obtained such Owner's consent and agreement to (a) the Agreement and the terms and conditions thereof, (b) Company's access to the Property and the rights and licenses related thereto granted to Company as set forth in the Agreement, and (c) Company's provision of propane gas service to the Property in accordance with the terms of the Agreement.

Rates

Company shall have the right at all times during the term of this Agreement to alter its schedule of rates, fees, and charges, as well as Customer's classification, without prior notification to Customer.

Payment

The terms of Payment and related provisions are set forth in the Standard Terms and Conditions.

Leased Equipment

The provisions applicable to Leased Equipment, including Customer's covenants related thereto, are set forth herein and in the Standard Terms and Conditions. Company shall have the right to increase the deposit amount and rental charges for the Leased Equipment at any time upon not less than thirty (30) days' notice to Customer.

Liability and Indemnification

1. Customer agrees to indemnify and hold harmless Company and its affiliates, and their respective successors and assigns, and the owners, officers, directors, managers, employees, contractors, subcontractors, agents, and representatives of the foregoing, and all persons acting by, through, under or in concert with any of them, of and from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorney's fees and costs), of any nature whatsoever, in law or equity, arising from or in any way related to the use of Company's services or equipment hereunder, including the Leased Equipment, any breach by Customer of this Agreement, including any representation or warranty set forth in the Agreement, and any and all other acts and omissions of Customer and its contractors, licensees and invitees, including any actual or alleged violation of any federal, state or local law, statute, rule, regulation, ordinance or common law relating to the propane equipment located on the Property. This provision shall survive the expiration or termination of this Agreement.
2. No breach or termination shall release Customer from any indebtedness or liability to Company.
3. Customer releases and discharges Company from any liability on account of the injury or death of any person or the loss or damage to any property, which may arise from the delivery or use of propane gas, the Leased Equipment, or any other equipment, material or services performed in connection with this Agreement. Company shall not be responsible for damage to the Property, including damage to improvements or landscaping on the Property such as, without limitation, curbs, culverts, septic tanks, sidewalks, driveways, trees, shrubs, fences, walls, sprinkler lines, electric lines, structural foundations and appurtenances due to the delivery of propane gas, repair, replacement or removal of Leased Equipment or any other equipment on the Property, or performance of any other work or services with respect thereto.
4. The provisions of this Section entitled "Liability and Indemnification" are in addition to, and cumulative with, any similar provisions set forth in the Standard Terms and Conditions and shall survive the expiration or termination of this Agreement.

Modifications to Terms and Conditions

Company may, in its sole discretion, modify, amend, and supplement the terms and conditions to which this Agreement is subject at any time and from time to time by providing Customer written notice of such modifications, amendments and supplements (other than fees, rates, and charges, which may be changed without prior notice). The notice may be in the form of a bill insert, email, or other written notification and may include the modifications, amendments and supplements or refer Customer to Company's website where such modifications may be posted. Unless otherwise provided, the modified, amended, and supplemented terms will take effect thirty (30) days after notice. If any modification is unacceptable to Customer, Customer's sole recourse is to terminate this Agreement. Customer's failure to terminate this Agreement within thirty (30) days after notice of such modifications, amendments and supplements shall constitute Customer's binding acceptance and agreement to the modifications, amendments, and supplements. This Agreement, including the Supplemental Terms and Conditions and the Standard Terms and Conditions, may not be modified orally.

Miscellaneous

Customer may not assign this Agreement or any rights or obligations hereunder without Company's consent. This Agreement supersedes and cancels any and all prior agreements between the parties with respect to Company's propane gas service for the Property. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns and is for their sole benefit and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

PROPANE SAFETY INFORMATION: Yes, Propane has an odor.

In the event of a gas leak or if you smell gas:

1. **NO FLAMES OR SPARKS!** Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or a fire.
2. **LEAVE THE AREA IMMEDIATELY!** Get everyone out of the building or area where you suspect gas is leaking.
3. **SHUT OFF THE GAS.** Turn off the main gas supply valve on your propane tank, *if it is safe to do so and you feel safe doing this* (to close the valve, turn it to the right (clockwise). Do NOT turn any switches on or off.
4. **REPORT THE LEAK.** From a neighbor's home or other nearby building away from the gas leak, call your propane retailer right away. If you can't reach your propane retailer, call 911 or your local fire department.
5. **DO NOT RETURN TO THE BUILDING OR AREA** until your propane retailer determines that it is safe to do so.
6. **GET YOUR SYSTEM CHECKED.** Before you attempt to use any of your propane appliances, your propane retailer or a qualified service technician must check your entire system to ensure that it is leak-free.