

**PROPANE GAS SERVICE AGREEMENT**

This Propane Gas Service Agreement (“Agreement”) is entered into by and between Shaver Lake Propane (“SLP”) and the Customer identified below (“You” or “Customer”) as of the date last set forth below (“Effective Date”):

Customer Name:	Telephone Number: (_____)_____
Service Address (“Premises”):	Email:_____
	Billing Address (if different from Premises):

**1. Acceptance of Terms and Conditions:** By accepting or requesting propane-related services from SLP, Customer agrees to be bound to the terms and conditions of this Agreement and SLP’s Terms and Conditions, which can be found at [www.shaverlakepropane.com](http://www.shaverlakepropane.com). Customer acknowledges that SLP’s Terms and Conditions may be amended from time to time upon prior notice to Customer (except for changes to pricing, fees, or charges which may be changed without prior notice). The notice may be in the form of a bill insert, email, stand-alone mailing, online account notification, or other written notification. Customer agrees that the amendment or modification will become effective fifteen (15) days from the date of the notice unless Customer contacts SLP in writing prior to its effective date and terminates service. By continuing to accept service, Customer will have acknowledged its consent to the amended Terms and Conditions. SLP requires that any Customer wishing to terminate their account must notify SLP in writing.

**2. Invoices/Late Charges.** Customer agrees to pay SLP’s fees, rates, and charges in effect at the time of service. Customer shall pay all taxes, license, permit, or inspection fees, imposed upon or with respect to the provision of services by SLP hereunder. SLP RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES FROM TIME TO TIME WITHOUT PRIOR NOTICE. Customer acknowledges that SLP’s fees, rates, and charges include its procurement costs and may vary depending upon, among other things, price volatility, competitive conditions, and economic conditions. Customer may obtain SLP’s current fees, rates, and charges by contacting SLP. Customer acknowledges that all invoices are due and payable upon

receipt and become delinquent twenty-five (25) days from the invoice date. A late charge of 1.5% per month (minimum late charge of \$2.00) will be added to all delinquent Customer balances of Fifty Dollars (\$50) or more and Customer shall reimburse SLP for any collection costs or fees for delinquent accounts. An NSF charge will be assessed for all checks returned by Customer's bank for insufficient funds. Customer acknowledges that service may be suspended or terminated by SLP for any Customer accounts that are more than sixty (60) days delinquent. Reconnection charges will be made to restore service: (a) which was discontinued and reconnected at the request of the Customer at the same Premises within the past year; or (b) which was discontinued for nonpayment of bills.

**3. Right-Of-Way.** Customer shall at all times, day or night, ensure SLP or its authorized agent a satisfactory and lawful right-of-way, at no cost to SLP, through the Premises for purposes of inspection, service, connection, termination, or reconnection. The right-of-way granted hereunder is irrevocable and must be sufficient for access by SLP, its employees, contractors, agents, and equipment necessary or incidental to the furnishing of service. The right-of-way granted hereunder shall be inclusive of the service line, main line, and any necessary farm tap or regulation needed to obtain gas service on or through the Premises. Customer acknowledges that access must be granted to SLP safely and without hindrance by Customer or its agents and that SLP may enter at any time without prior notice. Customer shall be responsible for maintaining accessibility for SLP on the Premises, including removal of hazards.

**4. Propane Gas Safety Brochure.** By his/her signature below, Customer acknowledges that Customer

has received and read the Propane Gas Safety Brochure provided by SLP. If you would like an additional copy, please contact SLP. Customer is responsible for providing all occupants of the Premises with the safety information provided by SLP and ensuring that all occupants are familiar with the odor of propane. For any commercial Customers, Customer will properly train each of its employees and contractors with proper use and maintenance of the system, identification of the odor of propane, and provide its employees and contractors with all necessary safety information, including information provided by SLP.

**5. Ownership of Lines and Gas Service Facility.** In

the interests of safety, Customer agrees that Customer will not allow anyone to make any adjustments, connections, or any modifications to any portion of the service line, main line, or meter without prior written consent of SLP. Customer should ensure that the locations of any underground lines are identified and marked prior to excavation or digging on the Premises. Customer acknowledges that the lines from the meter to the Premises (“downstream”) are owned by and the responsibility of Customer (see attached Non-Maintenance of Customers’ Piping Notice). If a leak is suspected, Customer shall immediately contact SLP for an inspection. If a leak is discovered “downstream” from the meter, Customer shall contact a licensed plumber immediately to repair the unsafe condition at Customer’s sole cost and expense. SLP does not maintain or repair Customer owned lines. If Customer fails to immediately repair the leak, SLP may suspend service until the leak is repaired. The upstream gas service facility, which includes the gas service line from the gas main to the exterior wall of the Premises, inclusive of the gas meter, is the property of SLP. Maintenance of the upstream gas service facility will be the responsibility of SLP at its expense. If a leak is discovered “upstream” from the meter, or if there is damage to the meter, SLP shall be responsible for repair, except to the extent that such leak or damage to the upstream line or meter is caused by, arises from, or is related to any acts or omissions of Customer, or its tenants, agents, employees, or contractors.

**6. Protection of Installations.** Customer is required

to regularly inspect any visible lines, meters, SLP installed equipment on the Premises, to look for e.g. overgrown bushes, fallen tree branches, snow or ice accumulation, or any other issue that might impair SLP’s access or create a safety issue for operation of the propane gas system. Customer acknowledges that Customer is required to appropriately protect propane intake systems with adequate maintenance or installation of protective equipment to shield the system from accumulating snow or ice as a condition to SLP service. If Customer does not yet have a snow shield installed, it is highly recommended that Customer contact a licensed contractor to assess the

Premises and determine what protective measures are recommended to protect the propane intake and meter from falling snow and ice. It is important that any protective cap, dome, or shelter is installed in a safe manner, designed/engineered properly for snow loads, allows for proper operation of the system (such as adequate venting), and complies with all applicable laws and regulations. If Customer engages a contractor to construct a shield, please have the contractor contact SLP so that SLP can provide its clearance and access specifications to the contractor. Customer may also elect to purchase a prefabricated utility shelter, provided that any prefabricated shelter must allow sufficient clearance and access for SLP to provide service. In addition to installation of a utility shelter, Customer agrees to follow these additional safety recommendations: A) Use a broom, instead of a shovel where possible, to clear snow or ice off gas meters and outdoor appliances, including regulators, associated piping, and propane appliances; B) When shoveling, plowing, or using a snow blower, don't pile snow on gas meters or outdoor appliances; C) Keep all outside gutters free of leaves and debris, including those above or near the gas meter and outdoor appliances; 4) Gas appliances require proper exhaust and ventilation. It’s important to know the location of the air supply and exhaust ducts, and keep them free of snow, ice, leaves, or other debris. Keeping vents clear can prevent operational problems for appliances and the accumulation of carbon monoxide in buildings. SLP will immediately suspend service when damage from snow and ice is discovered at a gas meter or on Customer’s receiving piping. Service will be restored once snow and ice are cleared, adequate meter protection is installed, and the Customer complies with any requirements imposed by the local jurisdiction.

**7. Meter Installation Guidelines.** Customer is

responsible for ensuring adequate safety measures for any SLP installed meter, including, e.g. ice and snow protection caps or domes, guard posts for any meters installed in a location where they might suffer damage from vehicles or equipment, etc. SLP will not be responsible for damage to any meter improperly protected. All meters and gas related equipment must have clearance of: (a) at least 5ft in all directions from sources of ignition, direct vent appliances and mechanical ventilation air intake and; (b) at least 3ft. from openings into the building at or below the equipment.

**8. Indemnification and Limitation of Liability.**

Customer shall indemnify, defend, and hold harmless SLP from and against any and all claims, losses, damages, liens, or injury arising from or related to Customer’s, or its tenants’, licensees’, invitees’, agents’, employees’, or contractors’ use or operation of the gas facility, breach of this Agreement or any applicable Terms and Conditions, negligent act, or omission, or conduct, except to the extent arising from the gross negligence or willful misconduct of

SLP. IN NO EVENT SHALL SLP BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE. SLP shall not be responsible for any direct or indirect loss sustained by Customer for the exhaustion or limitation of SLP's supply of propane, including but not limited to damage to the Premises or personal property resulting from water damage caused by frozen pipes. SLP makes no representation or warranty, express or implied, with respect to the meter, lines, or related equipment or service performed under this Agreement or any prior agreement, including but not limited to warranties of merchantability or fitness for a particular purpose. SLP intends to disclaim any warranties and limit its liability to the maximum extent permitted by law.

**9. Excused Performance.** SLP will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including acts of God, fire, storms, floods, labor disputes, wars, hostilities, pandemic, supply chain, compliance with laws or regulations, SLP's inability to obtain propane or equipment from its customary suppliers, terminal, refinery, or pipeline disruptions, lack of or inadequate transportation facilities, or terrorism. In any such event, SLP may allocate propane and equipment among its customers in any manner that SLP deems reasonable.

**10. General Conditions/ Miscellaneous.** SLP may choose not to provide service to Customer if SLP, in its sole discretion, believes that doing so will pose an unnecessary risk of injury or harm to Customer, the Premises, SLP's employees, contractors, or agents, or to the public. Customer acknowledges that service may be suspended or terminated if SLP believes an unsafe condition exists. This Agreement shall be construed under the laws of California, and the rights and obligations of each of the parties to this Agreement during the term hereof and upon its termination shall be governed exclusively by California Law. To the fullest extent

permitted by applicable law, customer hereby irrevocably and expressly waives all right to a trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort, or otherwise) arising out of or relating to this agreement or the transactions contemplated hereby or the actions of SLP. If any legal proceeding, arbitration or other action is brought or threatened in connection with this Agreement, then the prevailing party shall recover any legal fees, including, but not limited to, attorneys' fees, paralegal fees, expert witness fees, and other similar costs from the other party. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives and successors. Customer may not assign this Agreement without the prior written consent of SLP. SLP may assign this Agreement in its sole discretion. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. SLP's delay in exercising any of its rights against Customer or waiver of a breach or enforcement of SLP's Terms and Conditions, or this Agreement shall not prevent SLP from exercising such rights at a later date, nor excuse any future breaches by Customer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

"CUSTOMER"

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

"SLP"

Cloud Nine Pipelines, Inc. dba Shaver Lake Propane

By:  \_\_\_\_\_

Its: \_\_\_\_\_ CEO \_\_\_\_\_

Date: \_\_\_\_\_

## **NON-MAINTENANCE OF CUSTOMERS' PIPING NOTICE**

Per 49 CFR, 192.16 Shaver Lake Propane (SLP) is required to notify you that SLP owns and maintains only the gas piping that delivers gas to the gas meter. Piping downstream of our meter, including buried yard line and the piping in the walls of buildings, is owned, operated and maintained by the customer, not SLP.

Customers' piping that is not installed, operated and maintained properly can be a source of hazard due to corrosion and leakage. Customers should retain the services of a licensed plumber or heating contractor to periodically check their piping system to be sure it is gas-tight and free of corrosion. This is especially true for buried metallic piping, which can corrode quickly if exposed to the soil.

Corrosion, leakage or other unsafe conditions should be repaired promptly by a qualified professional.

If you are unsure of the safety of your gas piping, contact a licensed plumber or heating contractor, or call Shaver Lake Propane @ 559.841.3437 for assistance.

Buried gas lines can also be damaged by excavating, including shallow excavating done by hand. Persons planning to excavate should contact USA North by calling 811 a minimum of 48 hours prior to beginning the excavation(s) USA North notifies companies having buried lines in the vicinity to locate their lines for you at no charge. It is your responsibility to carefully expose and protect buried lines in the area of your excavation.