



RESIDENTIAL CUSTOMER SERVICE AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK - VT

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 512 BROOKLYN ST MORRISVILLE VT 05661			
Telephone 802 - 888 - 2345		Fax 802 - 888 - 7444	
Email TLONGLEY@suburbanpropane.com			
Agreement Date 11/15/2021	Account Number	Account Representative Name TONYA	CSC Number 2707
Name ("Customer") NANCY DUMONT		Telephone 802-793-1430	
Customer's Email NANCYJDUMONT@GMAIL.COM		Mobile	Fax
Billing Address 1241 TABER HILL RD	City STOWE	State VT	Zip Code 05672
Delivery Address 4494 MOUNTAIN RD UNIT 2	City STOWE	State VT	Zip Code 05672
Delivery Address Owner if not Customer ("Landowner") VERY VERMONTY		Telephone	Mobile

1. **PROPANE AND EQUIPMENT:** Customer agrees to purchase all requirements for LP-Gas ("Propane") from Suburban, and to use Propane only as a fuel source for heating units and appliances. Seller shall lease, maintain (and install when necessary) at the Delivery Address Suburban-owned storage tanks, regulators and/or meters as is necessary for Propane service, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment"). Seller may replace, add or adjust Equipment if necessary in Seller's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Title to Equipment shall remain with Suburban at all times and shall not pass to Customer, any subsequent purchaser of the Delivery Address or other third party (including creditors). Equipment shall not become fixtures notwithstanding the manner in which it is affixed to property. Customer warrants that he/she has the legal right and Landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only Suburban and its authorized representatives shall deliver Propane to, and have contact with, the Equipment. Title to any exterior and/or interior propane piping installed by Suburban is hereby conveyed to Customer. Customer is responsible for proper grounding/bonding of propane piping, shall arrange for protection of regulators from the elements and, where applicable, for protection of piping and Equipment from the forces of accumulated snow/ice.

2. **PRICE AND FEES:** As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) fees and charges identified in a Fee Disclosure Form in effect on the date of billing and incorporated herein by reference ("Fees" or "Charges"). **Customer understands and agrees that, unless otherwise stated by Suburban in writing, any Price quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery.** Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index. Customer may obtain information about Suburban's current Price and Fees, and delivery terms and options, applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at www.suburbanpropane.com.

3. **PROPANE USAGE AT DELIVERY ADDRESS:** Customer shall notify Suburban: a) of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) at least ten (10) days prior to any change in use and/or occupancy of the Delivery Address; and c) before any Propane-fueled unit or appliance at the Delivery Address is worked on, moved, altered, connected, disconnected, removed or replaced, and before start-up of seasonal equipment.

4. **TERM OF AGREEMENT:** This Agreement shall continue for three (3) years from the Agreement Date ("initial term") and thereafter shall automatically renew on a month to month basis unless terminated at the end of the initial term or a subsequent anniversary date by Suburban or Customer upon not less than thirty (30) days prior written notice to the other party as set forth in paragraph 13 of this Agreement. If during the term of this Agreement, Customer shall purchase Propane from a supplier other than from Suburban, Suburban may elect to terminate this Agreement for Customer's breach. Either party can terminate this Agreement immediately upon a default by the other. This Agreement may be terminated by Suburban for health and/or safety reasons. Suburban's right to collect Late Payment Charges shall not prohibit or restrict it from declaring a payment default.

5. **PAYMENT TERMS AND POLICY; SECURITY DEPOSITS:** A Delivery Invoice may be left at the Customer's location even if Customer is not present at the time of delivery. Payment in full is due upon the earlier of the Customer's receipt of Suburban's Invoice or monthly Statement. Suburban may suspend Propane delivery, and disconnect and/or lock Equipment if the account balance for Propane or Fees/Charges for leak/pressure test, Equipment reconnection, special trip charge and/or meter read is sixty (60) days past due. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. A Late Payment Charge will be assessed on any balance of \$10.00 or more not paid within thirty (30) days of the delivery date. The Late Payment Charge will be calculated based upon an interest rate of 12% per annum or the maximum amount permitted by law, whichever is lower, on the overdue or average daily balance beginning from the earlier of the Invoice date or Statement date. If Customer's credit shall for any cause be deemed unsatisfactory by Suburban, Suburban shall have the right to deny a credit application or effect a change in credit status to require payment in advance or at the time of deliveries. Title to Propane shall transfer from Suburban to Customer upon delivery and is subject to recovery by Suburban in the event of non-payment. Security Deposits shall not earn interest unless required by law.

6. **SAFETY:** Customer agrees to provide occupants of the Delivery Address and all end users of the Propane sold hereunder with safety information provided by Suburban. For additional safety information, including natural disaster/weather-related warnings, visit www.suburbanpropane.com or call 1-888-223-0029. Customer shall ensure that all end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide. Customer warrants that it shall maintain the area in which the Equipment is located free of any obstruction, source of ignition or other unsafe condition, and shall comply with all applicable laws, codes, regulations regarding the use, operation and storage of Propane. By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of Suburban's Safety Tips attached hereto.**

7. **MAINTENANCE; ACCESS; SERVICE:** Customer agrees that no service, connections, disconnections or the like will be made to Equipment except by Suburban's employees, affiliates or authorized representatives. Customer shall at all times provide Suburban with unobstructed access (without risk or liability for trespass) to deliver to, test, service, change or remove Equipment and/or to remove from Equipment those gallons of Propane for which Customer has not made full payment within sixty (60) days of the date of delivery thereof. If access across a Customer-owned bridge is required, Customer shall, as a condition precedent to Suburban's obligations, satisfy Suburban that the bridge will safely accommodate the weight of the delivery vehicle. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way. Suburban may disconnect any appliance or Equipment, regardless of ownership, deemed by Suburban to be unsafe. Customer shall surrender Equipment upon any termination of this Agreement in the same condition as received, normal wear excepted. Customer further agrees to notify Suburban immediately, both orally and in writing, of any apparent Equipment malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

8. **TERMINATION:** Customer hereby agrees that upon termination of this Agreement, Suburban shall have the absolute right to remove the Equipment without notice or process of law, and Suburban shall not be liable for any injury or damage to the Delivery Address property in connection with Equipment removal, or to charge Customer up to the replacement cost of the Equipment. When authorized by law Customer shall be solely responsible to pay for all labor and material costs associated with Equipment removal, Closeout Fee, Restocking (Pump Out) Fees, and other applicable fees.

9. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for him/herself, his/her employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless and to the extent resulting from the negligence of Suburban; (2) Customer's use of Equipment, or tampering, unauthorized servicing or theft of Equipment; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) any force majeure condition; (5) damage to a driveway or Customer-owned bridge failure or other premises liability; (6) failure to maintain safe conditions near and around the Equipment (7) exhaustion of Customer's Propane supply; (8) service discontinuance; (9) Customer's breach of this Agreement; (10) any negligent act or omission on part of Customer. Customer agrees that Suburban's liability shall be limited to proven direct damages. This paragraph shall survive the termination or expiration of this Agreement.

10. **EXCUSED PERFORMANCE:** Customer agrees that Suburban shall not be liable to Customer or other party for any injury, loss or damage, for delay or for failure to supply Propane or for any other failure to perform this Agreement when any of the foregoing is due to or results from any "force majeure" condition such as flood, fire, lightning or other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Suburban's reasonable control whether or not similar to the foregoing.

11. **LICENSES, PERMITS AND TAXES:** Customer shall pay all taxes imposed upon the Customer, and fees for all licenses, permits or inspections required by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder.

12. **SUCCESSORS; ASSIGNMENT; SUBCONTRACTING:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Suburban. It is agreed that Suburban may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement.

13. **NOTICES:** All communications and notices provided for or permitted hereunder shall be effectively given if in writing and sent to the parties' respective address/email address. Customer authorizes Suburban to provide notice by alternative means of any condition preventing Propane delivery, resulting in service discontinuance, or otherwise requiring Customer's attention.

14. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction where the Delivery Address is located. This Agreement, including the **Dispute Resolution Procedures Addendum** attached hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. This Agreement may only be amended by a writing executed by both parties and provisions herein may only be waived by Seller in writing. Any Addendum to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated in such Addendum.

15. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate his/her credit prior to Suburban's acceptance of this Agreement.

16. **LANDOWNER'S CONSENT:** If Customer is not the owner of the Delivery Address, Customer agrees to provide Suburban with a copy of Suburban's "Landowner's Consent to Installation of Propane Gas Equipment," signed by the Landowner.

☐ Unless this box is checked, Customer expressly authorizes Suburban to conduct business with Customer electronically.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date.

SUBURBAN By: _____
Signature of Suburban Manager (see instructions)

CUSTOMER: Nancy Dumont
Signature of Customer

JOE GAGNE
Print Name and Title _____

NANCY DUMONT
Print Name _____