



## 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 TFLEURREY@suburbanpropane.com
Agreement Date 5/11/2022	Account Number	Account Representative Name TINA	CSC Number 2707
Name ("Customer") LAUREN SOELCH			Telephone
Customer's Email LAUREN@STOWEVILLAGEINN.COM		Mobile 9788867806	Fax
Billing Address 97 ARGILLA RD	City ANDOVER	State MA	Zip Code 01810
Delivery Address 123 MOUNTAIN RD	City STOWE	State VT	Zip Code 05672
Delivery Address Owner if not Customer ("Landowner")		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](http://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](http://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 of 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.

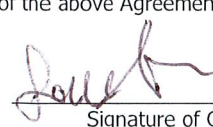
15. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate his/her credit prior to Suburban's acceptance of this Agreement.

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:  \_\_\_\_\_  
Signature of Customer

JOE GAGNE  
Print Name and Title \_\_\_\_\_

LAUREN SOELCH  
Print Name \_\_\_\_\_





## **DISPUTE RESOLUTION PROCEDURES ADDENDUM TO RESIDENTIAL AND COMMERCIAL PROPANE SERVICE AGREEMENTS ("AGREEMENT")**

Customer and Suburban hereby agree that any and all Disputes (as that term is hereinafter defined) between them arising from this Agreement or any prior agreement between them, and/or the relationship created hereby or thereby, or otherwise, will be exclusively resolved by final and binding arbitration. **Customer and Suburban agree that, by entering into this Agreement, they each are waiving the right to a trial by judge or jury or to participate in a class action with respect to any Dispute, and any other rights available in a lawsuit.** For ease of administration and convenience, the parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Procedures Addendum ("Addendum"). This Addendum shall survive termination of this Agreement.

Capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning as in the Agreement. For purposes of this Addendum, a "Dispute" shall be broadly interpreted to include, without limitation, any and all claim(s) arising out of or relating in any way to any aspect of the relationship between Suburban and Customer, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including, but not limited to, claims relating to advertising, marketing or other publicity), even if arising before this Agreement or any prior agreement between the parties or that may arise after the termination of this Agreement, including, without limitation, claims that are the subject of any purported class action litigation in which Customer is not a member of a certified class. Notwithstanding the foregoing, the term "Dispute" shall not include the following claims, and only the following claims:

- (a) claims by Customer (or Customer's legal representatives) for personal injury, death or damage to tangible property arising out of the physical delivery of Propane by Suburban to Customer, Customer's usage of such Propane, the condition of the Equipment or Suburban's actions or alleged inactions with respect to such Equipment; or
- (b) claims by Suburban to enforce Customer's indemnification, release and/or hold harmless obligations under this Agreement and/or for the payment of any amounts alleged to be owed by Customer to Suburban; or
- (c) claims which Customer could bring as an individual in a small claims or equivalent court; or
- (d) claims by either party to enforce the terms of this Addendum.

If either party believes that a Dispute has arisen, that party first shall send a certified letter to the other party (Customer should send the certified letter to the manager of the Suburban location identified on the first page of this Agreement (or any successor Suburban location then servicing Customer)), describing with reasonable particularity the nature and basis of the Dispute and the relief sought. If the parties do not reach an agreement to resolve the Dispute within 30 days after the date the party receives the certified letter, either party may commence an arbitration proceeding by sending another certified letter notifying the other party of its intent to commence arbitration.

Arbitration of Disputes will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted before a single arbitrator appointed in accordance with the AAA Rules. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. Unless the parties otherwise agree, any arbitration hearings will take place in the county (or parish) of Customer's Billing Address. Customer may direct that the arbitration be conducted telephonically or be based on written submissions.

All issues that relate to the Dispute are for the arbitrator to decide, but the arbitrator is bound by the terms of this Agreement and this Addendum. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim as stated in the Dispute. The arbitrator has the discretion, but not the obligation, to award fees and costs to the party prevailing in the arbitration. All awards by the arbitrator shall be in writing.

**CUSTOMER AND SUBURBAN AGREE THAT EACH PARTY TO THIS ADDENDUM MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Suburban otherwise agree in writing and in their sole discretion, the arbitrator may not consolidate more than one entity's claims, and may not otherwise preside over any form of a representative or class proceeding relating to the Dispute. If this specific provision is found to be unenforceable, then the entirety of this Addendum shall be null and void.**



**READ AND PROVIDE THIS IMPORTANT SAFETY INFORMATION TO ALL END USERS!**

Llame 1-888-223-0029 para información sobre los avisos de seguridad en español.

**WHAT IS PROPANE?**

Propane (also called LPG-Liquefied Petroleum Gas or LP-Gas) is a liquid fuel stored under pressure. In most systems, propane is vaporized to a gas before it leaves the tank. Propane is highly flammable when mixed with air (oxygen) and can be ignited by many sources, including open flames, smoking materials, electrical sparks, and static electricity. Severe "freeze burn" or frostbite can result if propane liquid comes in contact with your skin.

**IF YOU SMELL, HEAR OR SEE 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 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. To close the valve, turn it to the right (clockwise).



4. **REPORT THE LEAK.** From a safe location 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 it is leak-free.

**CAN YOU SMELL IT?**

Propane smells like rotten eggs, a skunk's spray, or a dead animal. Some people may have difficulty smelling propane due to their age (older people have a less sensitive sense of smell); a medical condition; or the effects of medication, alcohol, tobacco, or drugs. Consider purchasing a propane gas detector as an additional measure of security.

**ODOR FADE** is an unintended reduction in the concentration of the odor of propane, making it more difficult to smell. Although rare, several situations can cause odor fade:

- The presence of air, water, or rust in a propane tank or cylinder
- The passage of leaking propane through soil
- The exposure to building materials, masonry or fabrics



**Since there is a possibility of odor fade or problems with your sense of smell, you should respond immediately to even a faint odor of gas.**

To learn what propane smells like, Customers unfamiliar with that smell should call Suburban's Safety Information Request Center 1-888-223-0029 and order the pamphlets called "Important Propane Safety Information for You and Your Family" and/or an expansive "Propane Safety" booklet to obtain a Scratch and Sniff Test, free of charge.



## PROPANE GAS DETECTORS ARE RECOMMENDED

Propane gas detectors sound an alarm if propane is detected in the air. Suburban recommends the installation of UL-listed propane gas detectors in basements and where recommended by the manufacturer to provide an additional warning of the presence of propane. They can provide an additional measure of security in structures with little-used areas and for individuals who have difficulty smelling propane.



**GUIDELINES** regarding propane gas detectors:

- Buy only units that are listed by Underwriters Laboratories (UL).
- Follow the manufacturer's instructions regarding installation and maintenance.
- Never ignore the smell of propane, even if no detector is sounding an alarm.

## CARBON MONOXIDE AND YOUR SAFETY



### WHAT IS CARBON MONOXIDE (CO)?

You can't taste or smell CO, but it is a very dangerous gas, produced when any fuel burns. High levels of CO can come from appliances that are not operating correctly, or from a venting system or chimney that becomes blocked.

**CO CAN BE DEADLY!** High levels of CO can make you dizzy or sick (see below). In extreme cases, CO can cause brain damage or death.

#### Symptoms of CO poisoning include:

- Headache
- Shortness of breath
- Dizziness
- Nausea
- Fatigue



### IF YOU SUSPECT CO IS PRESENT, ACT IMMEDIATELY!

1. Get everyone out of the building and call 911 or your local fire department.
2. If it is safe to do so, open windows to allow entry of fresh air, and turn off any appliances you suspect may be releasing CO.

### TO HELP REDUCE THE RISK OF CO POISONING:

- Have a qualified service technician check your propane system appliances and related venting systems annually, preferably before heating season begins.
- Suburban recommends the installation and maintenance of UL-listed carbon monoxide detectors in accordance with manufacturer's instructions.
- Never use a gas oven or range-top burners to provide space heating.
- Never use portable heaters indoors unless they are designed and approved for indoor use.
- Never use a barbecue grill (propane or charcoal) indoors for cooking or heating.
- Regularly check your appliance exhaust vents for blockage.

## LIGHTING PILOT LIGHTS



IF A PILOT LIGHT REPEATEDLY GOES OUT or is very difficult to light, there may be a safety problem. **DO NOT** try to fix the problem yourself. It is strongly recommended that only a **QUALIFIED SERVICE TECHNICIAN** light any pilot light that has gone out.

**YOU ARE TAKING THE RISK** of starting a fire or an explosion if you light a pilot light yourself. Carefully follow all of the manufacturer's instructions and warnings concerning the appliance before attempting to light the pilot.



## APPLIANCE AND SYSTEM MAINTENANCE



**LEAVE IT TO THE EXPERTS.** Only a qualified service technician has the training to install, connect, disconnect, inspect, service, maintain, and repair propane equipment and piping. Have your appliances and propane system inspected just before the start of each heating season.

**HELP YOUR APPLIANCES "BREATHE."** Check the vents of your appliances to be sure that flue gases can flow easily to the outdoors; clear away any insect or bird nests or other debris. Also, clear the area around your appliances so plenty of air can reach the burner for proper combustion.

**DO NOT TRY TO MODIFY OR REPAIR** valves, regulators, connectors, controls, or other appliance and cylinder/tank parts. Doing so creates the risk of a gas leak that can result in property damage, serious injury, or death.

**HAVE OLDER APPLIANCE CONNECTORS INSPECTED.** Certain older appliance connectors may crack or break, causing a gas leak. If you have an appliance that is more than 20 years old, have a qualified service technician inspect the connector. Do not do this yourself, as movement of the appliance might damage the connector and cause a leak.



**FLAMMABLE VAPORS ARE A SAFETY HAZARD.** The pilot light on your propane appliance can ignite vapors from gasoline, paint thinners, and other flammable liquids. Be sure to store flammable liquids outdoors or in an area of the building containing no propane appliances.



**DON'T RISK IT!** If you cannot operate any part of your propane system, or if you think an appliance or other device is not working right, call your propane retailer or qualified service technician for assistance.

## RUNNING OUT OF GAS

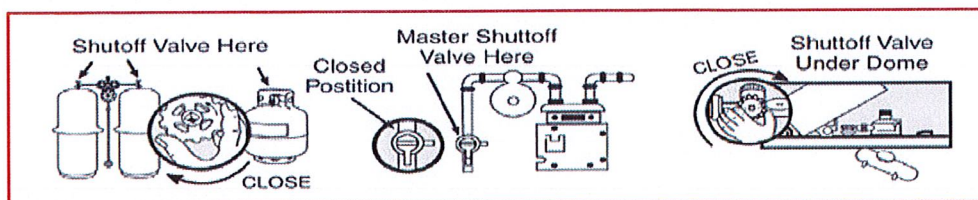


**DON'T RUN OUT OF GAS. SERIOUS SAFETY HAZARDS, INCLUDING FIRE OR EXPLOSION, CAN RESULT.**

- If an appliance valve or gas line is left open, a leak could occur when the system is recharged with propane.
- If your propane tank runs out of gas, any pilot lights on your appliances will go out. This can be extremely dangerous.
- **A LEAK CHECK IS REQUIRED.** In many states, a propane retailer or a qualified service technician must perform a leak check of your system before turning on the gas.

## EQUIPMENT AWARENESS

**KNOW HOW TO SHUT OFF YOUR GAS SUPPLY.** Know where the gas supply shutoff valve to your premises is located. Tank and cylinder valves must be turned to the right (in a clockwise direction) to stop the flow of gas.



**MANUFACTURER'S INSTRUCTIONS.** All new appliances sold by Suburban will come with an owner's manual and manufacturer's instructions. Keep and consult them for correct operating and maintenance procedures. Contact the appliance manufacturer for replacement instructions, if needed.



**KNOW WHERE UNDERGROUND GAS LINES AND TANKS ARE LOCATED** to avoid damaging them when digging or working on your premises. Notify your propane supplier before you dig. Contact your state's "Call Before You Dig or One Call" – by dialing 811.

**DO NOT STORE PROPANE CYLINDERS OR CONTAINERS INSIDE BUILDINGS.**

**MAKE SURE REGULATOR REMAINS PROTECTED** so operation will not be affected by the elements (rain, sleet, snow, ice, mud, debris). Regulator vent should be pointed down and be checked regularly.

**MAKE SURE BUILDING OPENINGS ARE NOT CREATED AND SOURCES OF IGNITION ARE NOT SITUATED WITHIN THE AREA OF PROPANE TANKS, REGULATORS, METERS AND OTHER PROPANE EQUIPMENT IN THE SYSTEM.**

**REVIEW MANUFACTURERS' WARNINGS AND IMPORTANT SAFETY INFORMATION AVAILABLE AT [www.suburbanpropane.com](http://www.suburbanpropane.com) REGARDING CORRUGATED STAINLESS STEEL TUBING (CSST)**, which is a flexible pipe used to supply gas in homes and buildings. A nearby lightning strike can create holes and/or damage CSST. This can result in a gas leak and potentially cause a fire or explosion. Proper grounding and bonding of CSST can reduce the risk of a fire or explosion. **MAKE SURE ALL PROPANE PIPING IS PROPERLY BONDED AND GROUNDED.** Contact a licensed electrician for more information.

## **BE PREPARED FOR WEATHER-RELATED EMERGENCIES**

**FLOODING** – If a flood is predicted for your area or your gas-fired appliance(s) or equipment has been submerged due to flooding:

- **DO NOT** turn the gas back on until a qualified service technician has checked the system.
- **Turn off the gas** valve at the container or cylinder.

**HEAVY SNOW OR ICE** – Heavy accumulations of snow or ice falling from roof eaves on regulators, piping, tubing and valves may cause damage that could result in a gas leak. Regulator vents must remain clear of snow and ice to operate properly. Check the regulator vents on the propane system to be sure they are free of condensation, which if frozen, could cause a malfunction. If a regulator vent is clogged with ice or snow, contact Suburban Propane immediately. Appliance vents, chimneys and flues must be kept clear of snow and ice so appliances may vent properly, especially on roofs of mobile homes. For installations in areas of heavy snowfall, arrange for the protection of piping, regulators, meters and other equipment installed in the piping system from the forces of accumulated snow or ice. A protective cover or structure may be an appropriate form of protection in some circumstances, and is required in some jurisdictions. Contact your local building or fire official for guidance. When removing snow:

- Use care around tanks, piping, tubing, valves, regulators and other equipment to prevent damage.
- Use a broom instead of a shovel.
- Do not shovel snow from roofs onto propane equipment. The weight could damage propane equipment causing a leak.

## **SAFE ACCESS**

Provide structurally sound access to propane equipment free from snow, ice, debris or other obstructions.

## **FURTHER CONSUMER SAFETY INFORMATION**

We urge you to visit [www.suburbanpropane.com](http://www.suburbanpropane.com) for Consumer Safety Information prepared by the Propane Education & Research Council (PERC). Pamphlets called "Important Propane Safety information for You and Your Family," "Important Propane Safety Information for Users of Small Cylinders" (including cylinder transportation, storage and inspection procedures), an expansive "Propane Safety" booklet, weather/natural disaster information, and a Propane Safety Data Sheet (SDS) may be read and downloaded online. These documents are also available free of charge by calling Suburban at 1-888-223-0029.



**CREDIT CHECK AUTHORIZATION AND INFORMATION FORM  
RESIDENTIAL AND COMMERCIAL**

Date 5/11/2022	Account Number	Account Representative Name TINA	CSC Number 2707	CSC Fax Number 8028887444
Customer Name ("Customer") LAUREN SOELCH		Telephone Number	Cell Telephone Number 9788867806	
Customer's Tax Identification Number 88-1573455		Fax Number	Email Address LAUREN@STOWEVILLAGEINN.C	
Billing Address <del>97 ARGILL RD</del> 123 MOUNTAIN RD		City ANDOVER STOWE	State MA VT	Zip Code 01810 05672
Delivery Address 123 MOUNTAIN RD		City STOWE	State VT	Zip Code 05672
Previous Address (If Billing Address Is Less Than One Year)		City	State	Zip Code

☐ Proprietorship    ☐ Partnership    ☒ Corporation    ☐ Other \_\_\_\_\_  
☐ Government - Federal    ☐ Government - State    ☐ Government - County    ☐ Government City/Town

Name and Title of Principal Contact Person LAUREN SOELCH PRESIDENT

☐ Tax Exempt    ☒ Taxable

TYPE OF BUSINESS

HOSPITALITY

LENGTH OF TIME IN BUSINESS

7

COMMERCIAL ONLY

TRADE REFERENCES

NAME	TELEPHONE NUMBER	
ADDRESS	CITY	STATE    ZIP CODE
NAME	TELEPHONE NUMBER	
ADDRESS	CITY	STATE    ZIP CODE

BANK REFERENCES

NAME <u>NORTHFIELD SAVINGS BANK</u>	ACCOUNT NUMBER	TELEPHONE NUMBER
ADDRESS	CITY	STATE    ZIP CODE
NAME	ACCOUNT NUMBER	TELEPHONE NUMBER
ADDRESS	CITY	STATE    ZIP CODE

**AUTHORIZATION for CREDIT CHECK**

**I AUTHORIZE Suburban to conduct a credit check to evaluate my credit prior to Suburban's acceptance of any agreement, and supply the above information for that use:**

SIGNATURE (IF AUTHORIZATION IN PERSON): [Signature]

NAME of PERSON PROVIDING PHONE AUTHORIZATION: LAUREN SOELCH

NAME of SUBURBAN REPRESENTATIVE WHO RECEIVED PHONE AUTHORIZATION: TINA

**SPACE BELOW FOR SUBURBAN USE ONLY**

CSC Number	State	CURRENT CREDIT LIMIT	CREDIT SOURCE AND SCORE OR RATING	ESTIMATED ANNUAL SALES
------------	-------	----------------------	-----------------------------------	------------------------

☐ New Account    ☐ Existing Account    ☐ One Time Only Sale    ☐ New Permanent Limit    ☐ Increase on Previous Limit

☐ Approved

Remarks: \_\_\_\_\_

☐ Not Approved

☐ Approved with Conditions

APPROVED/DISAPPROVED BY: \_\_\_\_\_

**NOTE: APPROVAL BY CREDIT & COLLECTIONS DEPARTMENT IN CENTRAL SUPPORT IS NEEDED FOR RESIDENTIAL/COMMERCIAL LIMIT OF \$5,000 OR MORE. SEE CREDIT & COLLECTIONS PROCEDURES.**

INCREASE REQUESTED	DATE OF REQUEST	HIGH CREDIT IN PAST YEAR	<input type="checkbox"/> Increase Approved <input type="checkbox"/> Not Approved
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473 Morse Road  
P. O. Box 1138  
Bennington, VT  
05201  
802-442-2745  
Fax: 802-447-0914  
vermontcsc@  
suburban  
propane.com

☐

289 Randbury Road  
Rutland, VT  
05701  
802-775-2357  
Fax: 802-773-6850  
vermontcsc@  
suburban  
propane.com

☐

62 Industrial Park Road  
P. O. Box 711  
St. Albans, VT  
05478  
802-527-7755  
Fax: 802-524-4023  
vermontcsc@  
suburban  
propane.com

☐

424 Miracle Mile  
Lebanon, NH  
03766  
603-448-4708  
Fax: 603-448-6620  
vermontcsc@  
suburban  
propane.com

☐

512 Brooklyn Street  
Morrisville, VT  
05661  
802-888-2345  
Fax: 802-888-7444  
vermontcsc@  
suburban  
propane.com

☒

334 Chapman Street  
Greenfield, MA  
01301  
413-773-3693  
Fax: 413-774-1123  
vermontcsc@  
suburban  
propane.com

☐

## INITIAL FEE DISCLOSURE FORM

Name SOELCH, LAUREN  
LAST, FIRST

Address 123 MOUNTAIN RD

Date Issued 5/11/2022

STOWE VT 05672

Fee offer good until 6/1/2022

**Start of Service:** You will be required to sign a written contract and/or complete a credit check that is satisfactory to Suburban before obtaining propane. A seller cannot deny service on the basis of your credit, but may require cash payment in advance of delivery if you are denied credit terms. Fees not included on this disclosure or in a written contract are prohibited. Advice on purchasing propane is available on the Vermont Attorney General's consumer website at [www.uvm.edu/consumer](http://www.uvm.edu/consumer) under Heating Fuels.

FEE	AMOUNT	FEE MAY CHANGE AFTER THIS DATE WITH 60 DAYS' NOTICE*
Security Deposit	\$! ANNUAL	6/1/2022
Permit/Inspection Fee	\$ 89.95	6/1/2022
Equipment Installation Charge	\$ 99.95	6/1/2022
Service Diagnostic Fee – During Business Hours	\$ 89.95	6/1/2022
Service Diagnostic Fee – After Business Hours	\$ 175.00	6/1/2022
Leak / Pressure Test Charge – During Business Hours	\$ 89.95	6/1/2022



Leak / Pressure Test Charge – After Business Hours	\$ 175.00	6/1/2022
Emergency Delivery Fee– During Business Hours	\$ 89.95	6/1/2022
Special Trip Charge – After Business Hours	\$ 175.00	6/1/2022
Meter Read Fee	\$ 89.95	6/1/2022
Equipment Lease Fee Per Month	\$	6/1/2022
Equipment Lease Fee Per Year	\$ 53.00	6/1/2022
Equipment Reconnection Charge – During Business Hours	\$ 89.95	6/1/2022
Equipment Reconnection Charge – After Business Hours	\$ 175.00	6/1/2022
Late Payment Charge	1.0 Per Month 12% Annual	
Insufficient Funds Fee	\$ 25.00	6/1/2022
Collection Reporting Fee	\$ 25.00	6/1/2022
	\$	6/1/2022

\* If no date is included, the fees will remain in effect for at least one year from the date you sign a contract to buy propane from Suburban.

**IF YOU RECEIVE SERVICE FOR LESS THAN 12 MONTHS  
AFTER TANK INSTALLATION, THE FOLLOWING FEES APPLY**

Equipment Removal Charge	\$ 250.00
Closeout Fee	\$ 50.00
Restocking (Pump Out) Fee	\$1.00 per gal.
Excavation Charge (Underground Tank)	\$ 1200.00





## UNDERGROUND TANK LEASE AND NON-TRANSFER AGREEMENT

In exchange for LP-Gas ("Propane") service provided or to be provided by Suburban Propane, L.P. ("Suburban") at the Delivery Address identified below and the payment of applicable equipment rent, the undersigned Customer and the Delivery Address Owner ("Owner"), if the Delivery Address is not owned by Customer, agree(s) that:

1. This agreement applies to the following Delivery Address: 123 MOUNTAIN RD STOWE, VT 05672.
2. Suburban shall install underground storage tank(s) ("UST") and piping for Propane service at the Delivery Address provided that conditions are such as to make the installation feasible in Suburban's judgment.
3. Customer and Owner authorize Suburban to file documents, including grants of easements, to properly record Suburban's ownership of the UST(s). Where required, Customer and Owner will execute and cooperate in the filing of such documents with government offices evidencing Suburban's ownership of the UST(s). Customer may be charged any applicable fees for filing such documentation. Customer shall own and be responsible for any piping installed by Suburban and releases and agrees to indemnify and hold Suburban harmless from any losses and liabilities associated with customer-owned Propane equipment and piping other than those arising from Suburban's sole negligence.
4. Customer and Owner grant Suburban unrestricted access to Suburban-owned equipment installed at the Delivery Address, agree that said equipment shall remain the property of Suburban unless sold as set forth herein, agree to make no claim or charge to or against Suburban for any storage fee or rent for the equipment, agree to notify Suburban at least ten days prior to the sale of the Delivery Address or lease of the premises other than to Customer, and agree to notify any purchaser of the Delivery Address that Suburban owns said equipment.
5. Customer and Owner acknowledge that neither is lawfully entitled to sell, transfer or dispose of Suburban's UST(s) and agree that Suburban's UST(s) and any Propane stored therein for which full payment has not been made shall both be exempted from any conveyance in any real estate transaction. Customer and Owner further agrees that if it shall be claimed by any successor owner or lessee of the Delivery Address that Suburban's UST(s) were conveyed as a fixture or otherwise, Customer and/or Owner agree to purchase the UST(s) at the then current replacement cost and purchase any unused Propane contained therein for which payment has not been made.
6. In the event the UST(s) is removed or upon any required relocation, Customer shall be solely responsible for filling the excavation, grading, seeding and any other work and/or expense necessitated by removal/relocation, and releases and agrees to defend and hold Suburban harmless from any and all damages and liabilities.
7. Customer shall pay all costs for storage tank removal. Should conditions make removal of the UST(s) economically or otherwise unfeasible in Suburban's judgment, Customer and/or Owner agree to purchase from Suburban the UST(s) at the then current replacement cost. Suburban will convey good title to the UST(s) via Suburban's standard Bill of Sale containing warranty disclaimers. Suburban-owned equipment such as vaporizers, regulators, meters and tank monitors are not part of the UST(s) and shall remain the exclusive property of Suburban.
8. This agreement shall apply to any additional Suburban-owned underground equipment installed by Suburban at the Delivery Address. This agreement does not supersede or modify any contract between Customer and Suburban or otherwise limit Customer's obligations thereunder.
9. Customer and Owner consent to the installation of Propane equipment under the foregoing terms, and acknowledge that Suburban relies upon this agreement in providing such equipment.

AGREED BY:

Customer:

*Lauren Soelch*

Signature of Customer

LAUREN SOELCH

Print Name of Customer

Owner:

*Same*

Signature of Delivery Address Owner

Print Name and Title if applicable

Address:

~~97 ARGUILLARD~~

*123 MOUNTAIN RD*

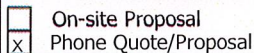
Address:

*Same*

~~ANDOVER, MA 01810~~

*STOWE VT 05672*





Suburban Propane, L.P. ("Suburban" or "Seller") Address: 512 Brooklyn St Morrisville VT 05661

Telephone 802 \_ 888 \_ 2345 Fax 802 \_ 888 \_ 7444 Email [tfleurrey@suburbanpropane.com](mailto:tfleurrey@suburbanpropane.com)

Date 05/16/2022	Account Number	Account Representative Name TINA	CSC Number 2707	
Name "Customer" COLLEEN CIMONE Lauren Soelch			Telephone 617-784-2256	
Customer's Email COLLEENCIMONE@GMAIL.COM Lauren@Starevillageinc.com		Cell Telephone 617-784-2256 978-086	Fax 800	
Billing Address 80 WALNUT ST 123 Mountain Rd.		City BARRE Stare	State VT	Zip Code 05641 05672
Delivery Address 98 MADISON AVE same		City WARREN	State VT	Zip Code 05674
Delivery Address Owner if not Customer ("Landowner")		Telephone Number	Cell Telephone Number	

QUANTITY	EQUIPMENT/SERVICES DESCRIPTION	TOTAL
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Permit Fees (if applicable):		\$
Sales Tax:		\$

We propose to furnish the above stated Equipment/Services for the sum of \$

## PROPANE SALES DESCRIPTION

We propose to sell propane for all of Customer's LP-Gas requirements at the initial per gallon price of \$ 1.97, or as outlined above in Equipment/Services Description, subject to the terms and conditions set forth in the written agreement between Suburban and Customer. Customer acknowledges that, unless otherwise expressly stated above by Suburban, this price is applicable to Customer's first fill only.

Customer acknowledges that this Proposal is confidential and agrees not to disclose its contents to third parties. Changes or additions to the Equipment/Services described above are subject to Suburban's approval and acceptance and may involve additional charges. This Proposal is contingent upon Customer's execution of a written agreement, completion of a credit check, and Suburban's acceptance of them. The terms and conditions of the agreement will include the Equipment/Services Description.

This Proposal may be withdrawn if not accepted within 30 days.

SUBURBAN MANAGER (SEE INSTRUCTIONS) OR REGIONAL SALES REP:

**SIGNATURE:**

PRINT NAME: JOE GAGNE



## ACCEPTANCE OF PROPOSAL

I am authorized to accept this Proposal for work to proceed at the Delivery Address. The above Equipment/Services/Propane Sales Description, prices and conditions are hereby accepted.

CUSTOMER NAME: <del>GOLLEEN CIMONE</del>	CUSTOMER AUTHORIZED SIGNATURE: 
---------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

DATE OF ACCEPTANCE:  
5-21-70

DISTRIBUTION: CUSTOMER - COPY OFFICE - COPY

Item No. 1527486 AGR-1005-0213



