



2626 1st Ave. South
P.O. Box 818
Fort Dodge, IA 50501

PROPANE TANK SERVICE AGREEMENT

833.832.7039 | www.newcooperative.com

CUSTOMER INFORMATION (sometimes referred to as "you" in this Agreement)

Name(s) on Account (please print) _____ Account No. _____

Address for Propane Delivery _____ City _____ State _____

Billing Address _____ City _____ State _____

Contact Phone _____ Email _____

TANK INFORMATION

customer-owned leased from NEW Cooperative

Tank Size 1,000 gal. 500 gal. 250 gal. 120 gal. Other _____ gal Serial No. _____

[Note: in the case of a leased tank, the term "Leased Equipment" herein shall include only the tank, the shut-off valve and pressure gauge. The customer shall be responsible to provide the rest of the propane system installation.]

1. **TERM** This Agreement shall be in effect for an Initial Term of twelve (12) months from the date signed by Customer, and continue on a year-to-year basis thereafter unless and until terminated as provided below.
2. **RENTAL** Rent for Leased Equipment shall be \$_____ per year, payable in advance. Annual rent is billed on June 30th of each year, with payment due in full by July 15th. The first year's rent shall be pro-rated on the basis of a 360-day year, and shall be due within 15 days from the date of this Agreement [prorated rent = \$_____].
3. **DELIVERY TERMS** Check the appropriate box above whether you have chosen to have propane delivered when you order it ("Will Call"), or to have us schedule delivery when we estimate that propane will be required ("Scheduled Delivery"). We will deliver propane according to a schedule that we establish. If you request us to deliver propane to you at other times or on an emergency basis, we may, at our option, impose additional delivery charges (as set forth on the Current Charges List). You authorize us to make delivery of propane whether or not you are present. IF YOU RUN OUT OF PROPANE FOR ANY REASON, WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES YOU MAY INCUR, INCLUDING WITHOUT LIMITATION, FROZEN PIPES OR DAMAGE TO BUILDINGS. All SALES OF PROPANE ARE FINAL.
4. **PRICING**
 - a. **General Provisions** You agree to pay the Company's price per gallon, fees, rates, and charges in effect on the date that propane is delivered for automatic delivery or ordered for Will Call delivery, when services are rendered, or as may be set forth on the delivery ticket.
 - b. **Fuel Price** You will be charged the Company's daily market price per gallon that is set at the Company's discretion, which includes, without limitation, our costs to procure the propane, freight and transportation, and may vary depending upon the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions. You must contact NEW Cooperative to receive current pricing information as pricing is subject to change frequently and without prior notice to the customer.
 - c. **Current Fees and Charges** In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges shown on Schedule A are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact NEW Cooperative for specific questions regarding fees and charges and for updated account information. THE CHARGES ON THE ATTACHED SCHEDULE ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.
5. **CUSTOMER'S OBLIGATIONS** Customer AGREES:
 - a. to read and observe the provisions of the Propane Safety Guide (promulgated by the National Propane Gas Association), which are provisions hereby adopted and incorporated as part of this Agreement. You acknowledge the receipt of Propane Safety Information Brochure. YOU AGREE THAT, IN THE EVENT YOU OR ANY EMPLOYEE, TENANT OR OTHER RESIDENT DOES NOT OBSERVE THE SAFETY PLAN AND THE INSTRUCTIONS AND WARNINGS, NEW COOPERATIVE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT OR OCCUR, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.
 - b. to timely pay all invoices from NEW Cooperative.
 - c. to grant or otherwise secure unobstructed access to the propane tank for NEW Cooperative and its employees and agents.
 - d. to not remove the Leased Equipment from the location specified above without NEW Cooperative's consent.
 - e. to not allow anyone to make any adjustments or connections to the Lease Equipment without NEW Cooperative's consent.
 - f. to notify NEW Cooperative at least 30 days in advance of any proposed sale of the property on which the Leased Equipment is located.
 - g. to use only propane purchased from NEW Cooperative in the Leased Equipment.
 - h. to turn over possession of the Leased Equipment to NEW Cooperative upon the termination or expiration of this Agreement, subject only to normal wear and tear.
6. **MAINTENANCE RESPONSIBILITIES**
 - a. If you are renting Leased Equipment from us, you own and are solely responsible for the inspection and maintenance of all piping, equipment, and appliances which are downstream of the tank regulator.
 - b. If you own the tank, you are solely responsible for the inspection or maintenance of the entire system.
 - c. Whether you rent or own your tank, it is your duty to inform us about all work of any nature on any part of your system and/or other appliances, including but not limited to repair, removal, installation, adjustment, modification, maintenance, and/or service of any part of the system and/or appliances. You understand and agree that NEW Cooperative has no obligation to inspect or maintain any equipment other than that owned by NEW Cooperative.
 - d. NEW Cooperative reserves the right (but shall have no obligation) to inspect customer-owned tanks, including external components such as your tank, regulators, and vents. The purpose of any such inspection is to determine whether we believe the system is safe and adequate for the storage of propane. Before agreeing to deliver propane, we may require you to upgrade your system to meet our safety standards. By inspecting your system, we make no representation or warranty to you concerning the safety or adequacy of your system. If we determine that your system is no longer adequate for delivery of propane, we reserve the right to terminate service immediately. If inspections, testing, or repairs are required by applicable federal, state, or local laws, regulations, or ordinances, you will be responsible for the cost and completion of all such work and for property repair, including landscaping costs, if any, related to such work. You are responsible for any loss or damage caused by defects in your system. You are required to maintain and pay all expenses for maintaining your system and all hoses, meters, or other equipment which are part of your system.

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TERMS & CONDITIONS for PROPANE TANK SERVICE AGREEMENT

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7. **ACCESS TO PROPERTY** You agree that our representatives may enter your property (even if you are not present) for the purpose of making deliveries of propane, for gaining access to equipment into which propane is delivered, for repairs and maintenance, for installing or removing property belonging to us, for investigating the cause of any fire or accident and for any other purpose related to the service. We may refuse to provide service if we believe that we cannot safely make delivery due to conditions on or approaching your property, including unsafe road conditions, dangerous animals or locked gates. You agree to maintain the property in a condition so that the weight of our vehicle will not damage your driveway or yard, and agree not to hold us responsible for any such damage. You agree to provide ingress and egress to the equipment. You agree not to erect structures, fences or other improvements and not to plant or grow trees or shrubs that restrict access to the equipment. It is the customers responsibility to keep the driveway clear of snow and ice. We will not attempt to deliver if the drive is questionable. We will not be held liable if you run out of propane due to us being unable to deliver because of driveway conditions.
8. **PROPERTY ISSUES**
 - a. **Sale of Property** If you own the property where propane is delivered or leased equipment is installed, you must give us at least thirty (30) days' prior notice in writing before you sell the property.
 - b. **Landlord** If you are a landlord and are renting out the property where propane is delivered or leased equipment is installed, you must inform any and all tenants of the presence of propane-operated appliances or other equipment on the premises. You must notify us in writing at least thirty (30) days prior to a change in occupancy. You must supply us with the current tenant's name, telephone number and the date on which he or she plans to take possession of the property. If your tenant leaves the property, you will be responsible for any propane used after the tenant has given up possession.
 - c. **Tenant** If you are a tenant, and you rent or have some other right to use the property where propane is in use, you acknowledge the presence of propane-operated appliances on the property. You must supply us with your landlord's name, address and telephone number. You must notify us in writing at least thirty (30) days prior to the date on which you plan to surrender possession. You must also supply thirty (30) days' advance written notice to us and to the landlord of any installation, service, repair or removal of propane lines or equipment.
 - d. **Monitoring Your Property if Absent:** If you leave your property during the heating season or if your property is not continually occupied (such as a vacation home), you must have someone check your property daily or otherwise monitor the property with an alarm system to be sure that the heat is on. Power outages, a system failure or running out of propane can cause your property to be without heat. We will not be responsible for losses caused by your failure to have your property adequately monitored during your absence.
 - e. **Underground Tanks:** Underground tanks require additional testing, since the tank cannot be seen. Underground tank owners agree to pay for the testing as set forth. Because these tests are required at different time frames and require specific weather conditions, these may be completed after the propane is delivered.
9. **TERMINATION**
 - a. Unless otherwise specified, you may terminate your propane service at the end of the Initial Term upon thirty (30) days prior written notice to the NEW Cooperative.
 - b. NEW Cooperative may terminate service with you at any time, without prior notice, if you fail to satisfy any of the terms of this Agreement, or if NEW Cooperative determines, in its sole discretion, that a condition exists that poses a health or safety threat.
 - c. For Leased Equipment customers only: In the event service is terminated prior to the end of the Initial Term, NEW Cooperative will charge an Early Termination Fee. NEW Cooperative may also charge you a Service Dispatch Charge, a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is greater than 5% water capacity, and a HazMat and Fuel Recovery Fee, if applicable.
 - d. For Leased Equipment customers only: If propane service is terminated after the Initial Term, NEW Cooperative will charge you a Service Dispatch Charge, a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5%, and a HazMat and Fuel Recovery Fee, if applicable.
 - e. NEW Cooperative will not repurchase propane remaining in the tank or provide customer refunds for any rent or unused propane. NEW Cooperative, may however, in its sole discretion, repurchase the propane remaining. The repurchase price will be based upon the lower of the price per gallon that you paid or the Company's current daily market price.
10. **DISCLAIMER** NEW COOPERATIVE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. **LIMITATION OF LIABILITY** UNDER NO CIRCUMSTANCES WILL NEW Cooperative BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. NEW Cooperative IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF NEW COOPERATIVE'S SUPPLY OF PROPANE.
12. **INDEMNIFICATION.** You agree to indemnify and hold NEW Cooperative, its officers, employees, agents and other representatives, harmless from and against any and all claims, losses, damages, causes of action, suits, liabilities, and judgments (including all expenses of litigation and reasonable attorney's fees), for injury to, or death of, any person, or for damages to any property to the extent that such injuries, death, or damages are caused by the negligence or the willful acts of you or your guests, invitees, family members, employees, agents, contractors, and/or customers, or by the failure to follow your obligations as set forth in this Agreement.
13. **MISCELLANEOUS PROVISIONS**
 - a. **Excused Performance.** NEW Cooperative will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control that prevent its compliance with the terms of this Agreement, including without limitation, acts of God, fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, NEW Cooperative's inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, NEW Cooperative may allocate propane and equipment among its customers in any manner that NEW Cooperative, in its sole judgment, deems reasonable.
 - b. **Waiver** If we delay in exercising any of our rights, NEW Cooperative will not be prevented from exercising our rights at a later date. NEW Cooperative's waiver of any breach of this Agreement at any time shall not excuse future breaches by the Customer.
 - c. **Governing Law** This Agreement shall be governed by the law of the State of Iowa.
 - d. **Assignment** You may not assign your rights under this Agreement to any other party. NEW Cooperative may assign its rights and obligations under this Agreement at any time without notice to you.

Jurisdiction / Legal Fees: IN ANY LEGAL PROCEEDINGS ARISING OUT OF THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT OR TORT), CUSTOMER AND NEW COOPERATIVE, INC. (i) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION IN THE DISTRICT COURT FOR WEBSTER COUNTY, IOWA AND WAIVE ANY OBJECTIONS TO THE PERSONAL JURISDICTION OR VENUE IN SAID COURT, AND (ii) WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH PROCEEDINGS.



CUSTOMER SIGNATURE _____
PRINT NAME _____

DATE _____
LOCATION _____