



A DIVISION OF SPICER PLUS, INC.

Supply & Credit Agreement

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www.spiceradvanced.com

HOD #744

Agreement Date Account Number

Customer Name

Cell Phone Home Phone

Customer's E-mail

Billing Address City State Zip

Delivery Address City State Zip

Property Owner Name if not Customer Phone

1) **Propane Supply & Equipment:** Spicer Gas "Seller" will supply the storage tanks, regulators and/or meters "Equipment" at the delivery address of this agreement to provide for the propane requirements of the Customer. Customer agrees to purchase all propane from the Seller during the term of this contract, and renewals of the contract as they are enacted. Customer will be contacted in advance of contract expiration with notification of contract expiration date. The Equipment will be itemized on the initial service workorder after installing the Equipment at the Customer's location. Title to the Equipment shall remain with Spicer at all times and shall not pass to Customer, any subsequent owner / buyer of the property or third party. At no time will the Equipment become a fixture of the property. Customer agrees that only Seller and Seller's representatives shall deliver propane to or service the Equipment.

Tank Description

Regulators

Additional Equipment

Unless otherwise described on the installation service workorder, and above, all external and internal gas piping is owned and the responsibility of Customer.

2) **Service Description:** (Please Choose with an "X") Residential Commercial

Type of Use: (Please Choose with an "X")

Whole House Heat Hot Water Cooking Hearth

Space Heating Generator Pool Heater Other _____

Select one Option: (Please Choose with an "X")

Automatic Delivery – Pending Credit approval, account will be delivered to without contact from Customer based on historic usage profile. Certain "Types of Use" do not qualify for automatic delivery unless remote monitoring is installed at account.
Remote tank monitoring available for \$12/month. (initial here to sign up)

Will Call Delivery – Pending credit approval or prepayment arrangement, account is delivered to after Customer requests. Will call customers must place order at greater than 20%, and are asked to contact the Seller between 20% and 30%. Additional charges may apply for off route deliveries or required safety checks in the event propane is exhausted from the equipment of a will call customer.

3) **Credit:** Customer permits Spicer to obtain credit history by completing this agreement. If additional information is required to complete a review, a Spicer representative may contact you.

4) **Price & Other Charges / Fees for 36 Month Contract:**

Current Price per Gallon	
Equipment Rental Fee	
Meter Reading Fee	
Installation Fee	

Price & Other Charges / Fees for 18 Month Contract:

Current Price per Gallon	
Equipment Rental Fee	
Meter Reading Fee	
Installation Fee	

- Price per gallon in the contract is a current market rate at the agreement date. The price per gallon is subject to change with market conditions. Because of the variability of the Price of Propane customer acknowledges that differences in price per gallon may vary from A) one delivery to the next delivery or B) any published price index.
- To see a complete list of all charges and fees please visit our website at www.spiceradvanced.com

5) **Term of Agreement:** This agreement is **for either 36 or 18 months** from the signed Agreement date. This period will be considered the "initial term". Thereafter the agreement will renew pending notification from the Seller, unless discontinued not less than 30 days prior to the anniversary date by either the Seller or Customer.

Customer Option *(Please Choose with an "X")* **36 Month Contract** **18 Month Contract**

- 6) **Termination:** Customer agrees that upon termination of this agreement Spicer shall have the right to remove its equipment without notice, and Spicer shall not be liable for any injury or damage to the delivery address property as a result of equipment removal. Upon proper termination of this agreement and removal of equipment, Seller will credit back the gas in tank.
- 7) **Exclusive Delivery:** Customer agrees that during the course of business and while Seller's tanks are attached to Customer's equipment, only propane sold by Spicer will be delivered to the storage tank provided by Seller.
- 8) **Service Charges:** Customer will provide access to the Seller's Equipment at all times, and will not restrict access to the property where Equipment is located. Customer agrees to pay the Seller's fees, rates and charges in effect on the date that propane or equipment is delivered and services are rendered. The Seller reserves the right to change its charges and fees from time to time. In the event there is a change to fees a notice will be posted on the Spicer website and the fee and charges schedule will be updated www.spiceradvanced.com.
- 9) **Payment Terms:** Customer agrees to pay all invoices received from Spicer within 30 days of the date of invoice. If the consumer does not, Seller shall assess a finance charge of 1 and 1/2 percent per month (18% per annum) on the unpaid balance. The Consumer also agrees to pay lawful collection costs, including Sheriff's and Attorney's fees. Failure to meet payment terms constitutes cause for temporary disruption of service or termination by Seller. Seller, at its option, may refuse to deliver propane to Consumer or require full payment and C.O.D. at the time of delivery. In the event the Seller exercises either option, the Consumer will still be bound by all other terms and conditions of this agreement.
- 10) **Limitations of Damages or Interruptions:** Seller shall not be liable for any loss sustained by customer as a result of the exhaustion of Customer's supply of propane, nor for any injuries to persons, damage to property or loss due to the negligence of Customer, it's employees, or assigns. Seller shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation to, acts of God, fire, storms, floods, wars, compliance with laws or regulations, or Seller's inability to obtain LP Gas from its customary suppliers. Seller may sell, transfer, or assign this agreement without the Consumer's consent provided the agreement remains in full force and effect as between the Consumer and the person(s) replacing the Seller.

Customer Signature		Date	
Seller Signature		Date	