

RUTLAND BOTTLE GAS, INC.

Customer Agreement For Propane Sales & Equipment Rental

Please carefully read this agreement for propane sales and equipment rental. The terms and conditions of this Customer Agreement constitute a contract accepted by you when one or more of the following first occurs: (1) You request or accept delivery of propane, service or equipment from us; or (2) you permit equipment leased from us to remain on your property for more than thirty days after you receipt of this Agreement; or (3) you do not contact Rutland Bottle Gas in writing within thirty days after you receipt of this Agreement and terminate service.

Rutland Bottle Gas has included information on Propane Safety in this Agreement and as part of this Agreement. You agree that you must follow all of the instructions presented in the safety information and you agree that the safety information is part of the terms and conditions of this Agreement.

Section I is applicable to all purchases of propane from us. Section II is applicable to rental of equipment from us. Section III is applicable to your payment obligations to us. Section IV applies to equipment purchase, service, and repair. Section V is applicable to all types of transactions with us.

I. Terms Applicable to Propane Purchases

You obtain propane delivery from us through one of the services described below. Terms of each service are described in more detail in this Section I. For additional information or questions please contact our office at the customer service number.

1. BULK SERVICE

a. General. You are obtaining a bulk delivery of propane (bulk service) and we will deliver propane into the bulk tank or the bulk cylinder(s) you lease from us or own (in either case, the "Tank"). If you lease your tank from us, you agree to purchase from us the minimum gallonage equivalent to one full tank per year from June 1st till June 1st. A full tank would be considered 100 gallons of 125 capacity tank, 200 gallons on a 250-gallon tank, 260/265 gallons on a 330/320-gallon tank, 400 gallons on a 500-gallon tank, and 800 gallons on a 1000-gallon tank. If you fail to purchase the minimum gallons required you will be subject to a tank rental fee.

b. Ordering. The customer should always order propane when the gauge is between 30%-40%. It should be noted that it can take between 7-14 business days to complete a delivery and during a weather event (ice, snow, flood, etc.) it may take even longer to complete a delivery. It is the responsibility of the customer to keep driveways and access to the tank clear. During times of extreme weather events, no special deliveries will be granted if the customer has failed to call in a delivery order which results in their running out of propane. The customer will incur an additional fee for a leak check which must be performed on an empty tank.

c. Customer Owned Tanks. We require documentation that serves as proof that you are the sole owner of the tank. We reserve the right to determine if your tank and all external components associated with the Propane system are safe and adequate for the storage of Propane. By inspecting your system, we make no representation or warranty to you concerning the safety or adequacy of your system. You are responsible for any loss or damage caused by your system. You are required to maintain and pay all expenses associated with your system, including hoses, regulators, gauges, fittings, and gas lines and all other aspects of your system. You are responsible for loss or damage caused by your system. If we determine that your system is not adequate for Propane delivery, we will terminate service. You are responsible for all costs associated with inspections, testing, and repairs. This includes cost and completion of work for property repair and landscaping costs associated with such work.

d. Tank Monitoring Service. If you choose to subscribe to our tank monitoring service your propane will be delivered when the monitor system indicates that your tank needs a delivery. Customers who subscribe to the Tank Monitoring Service and are on a Keep Full status will receive their Monitor Service at no extra cost. Customers who wish to have the Tank Monitoring Service and are at a Will Call status will incur a yearly fee. Tank Monitoring Service customers must keep their account in good financial standing at all times. Subscribers will also have access to a mobile app that will allow them to keep watch on their propane levels. The customer should notify the company if they suspect that the Tank Monitor has failed and is not giving a correct reading.

e. Cylinder Exchange Service. We will supply you with cylinders and related equipment. When we deliver propane to you, we will exchange the cylinders previously delivered to you for full cylinders. We reserve the right to increase or decrease the number of cylinders used for your exchange service. You must return all cylinders, regulators, and all other equipment to us when service is terminated. If any equipment is lost, damaged or stolen, for any reason while in your possession, you must pay us the cost of replacing that equipment. You must order at least two cylinders per year, between June 1st till June 1st or you will incur a tank rental fee.

f. Purchase Price. We offer a daily price per gallon to our customers based on a variety of factors including without limitation: propane commodity prices and supply points and cost of transportation and storage..

2. DELIVERY OF PROPANE

Whether the customer has chosen to have propane delivered when they call for an order (will call) or to have us schedule delivery when we estimate that propane will be required (keep full). The terms will call and keep full are described below. **IF YOU RUN OUT OF PROPANE FOR ANY REASON, WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES YOU MAY INCUR, INCLUDING WITHOUT LIMITATION, FROM FROZEN PIPES OR DAMAGES TO BUILDINGS, POULTRY OR LIVESTOCK.** All sales of propane are final.

a. Will Call. If you are a will call customer we will not deliver propane until you call and request delivery. We suggest you call when the gauge on your tank reaches no less than 30%. Failure to call in a timely manner can result in the tank running out of propane and you may incur additional costs associated with retesting your system.

b. Keep Full. A keep full customer will automatically be scheduled for deliveries from time to time on our schedule when we believe that our delivery is appropriate. **YOU WILL NOT BE CONTACTED IN ADVANCE OF THE DELIVERY AND ANY APPLICABLE FEES AND CHARGES WILL BE APPLIED TO THE DELIVERY.** We will use reasonable efforts to keep your Propane supply adequate but make no representation that we will inspect your propane supply on a specific schedule. Weather conditions or a change in your circumstances can dramatically affect your propane use. Accordingly, you must inspect the amount of propane available from time to time, especially if you have had a period of unusually high usage. If you are a Keep Full customer and under normal circumstances run out of propane, we will give you priority service and will not charge an additional delivery charge under these circumstances. We have the right to determine when to fill your tank. If you refuse to allow us to fill your tank at any time, we reserve the right to convert you to a Will Call status. If you are not a full-time resident of the property a modified Keep Full arrangement may be necessary. You must notify us in advance of any significant increase or decrease in usage and failure to do so may result in an additional charges for delivery and or retesting the system.

3. Your Responsibility for Your Equipment. If you are renting equipment from us, you own and are solely responsible for the inspection and maintenance of all piping, equipment, and/or appliances, which are downstream of any regulator that is owned or maintained by us for bulk service, or downstream of the monitor for monitoring service. If you own the tank, you are solely responsible for the inspection or maintenance of the system. Whether you rent or own your bulk tank, it is your duty to inform us about all work of any nature on any part of your system and/or related appliances, including but not limited to repair, removal, installation, adjustment, modification, and/or service of any part of the system and/or related appliances. You understand and agree that we have no obligation to inspect or maintain any equipment that we have not committed in writing to inspect or maintain.

4. Your Safety Responsibilities. You have received the Safety Information. You understand that the odor of ethyl mercaptan can fade in certain circumstances. You must also read all safety information and operating instructions provided by us or anyone else in connection with the use of propane or provided with any equipment or appliances, (instructions and warnings). If you do not understand the safety information or warnings, you should call us at the customer service number. You agree to follow all instructions in the safety information and warnings. You must make all employees, tenants, or other residents aware of the safety information and warnings and train any employee or resident who uses propane to use it in accordance with the safety information instructions and warnings. **YOU AGREE THAT IN THE EVENT YOU**

OR ANY EMPLOYEE, TENANT, OR OTHER RESIDENT DOES NOT FOLLOW THE SAFETY INSTRUCTIONS AND WARNINGS, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. It is your duty to inform us about all work of any nature on any part of your system and/or related appliances, including but not limited to repair, removal, installation, adjustment, modification, and/or service of any part of the system and /or related appliances.

5. Current Charges List. We reserve the right to charge up to and including the maximum fees shown on the current charges list. These fees are not government-imposed and are set by us at our discretion. However, not all fees may be applicable to you depending on your service level and location. All fees are subject to change without notification.

II. Terms Applicable to Equipment Rental

1. Equipment Rental. If you are renting equipment from us, the equipment includes all tanks, cylinder, and related appurtenances, including but not limited to all first stage regulators, pigtails, additional hoses, and other components included in your rental package . We will deliver rented equipment to you and install it if installation is required. You agree to rent the rental equipment for the period this agreement is in effect, unless changed by mutual consent. Rental payments will not be credited, refunded, or prorated if service terminates before the lease term expires. The rented equipment belongs to us even though it may be on, fastened to, or attached to your property. You are responsible for the repair of damage caused to the rented equipment while on your property. If you recover insurance proceeds for the loss of the rented equipment, you must surrender the proceeds to our company for the replacement of that equipment. All tank rental fees are due within 90 days of billing.

2.Limitaions on Use. You will not permit any propane product to be delivered into the rented equipment by anyone other than us. The rented equipment must not be moved, handled, or maintained by anyone other than us or someone authorized by us. You may not move the rented equipment to any location other than the location where we installed it, without our express authorization. Call the customer service number if maintenance or repair is needed. **YOU WILL AGREE THAT IF YOU DO NOT STRICTLY FOLLOW THESE LIMITAIONS ON USE, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR OR RESULT FROM YOUR USE OF PROPANE OBTAINED FROM US, INCLUDING BUT NOT LIMITED TO PERSONAL INJUSRY, DEATH, OR PROPERTY DAMAGE.**

3. Your Inspection Obligations. You must regularly inspect the rented equipment. You must inform us at once if the rented equipment has sustained any damage. Follow the emergency procedures provided in the safety information any time you smell odorized propane or believe the rented equipment is damaged.

4. Accessibility of Equipment. The company reserves the right to refuse service to any customer whose equipment location may prove to be such as to make all year-round satisfactory servicing doubtful. At all times customers shall give the company free right to gas equipment location and free right of ingress and egress on customer’s premises for the purpose of installing, servicing, maintaining, and removing, or otherwise manipulating company’s gas equipment located thereon. Customer shall be held responsible for means of access to the company’s gas equipment located on the customers’ premises, so that the company service vehicles may not be inconvenienced or prevented from reaching said equipment at the time of regular delivery calls.

Any customer who limits our access or impedes our delivery because they have a locked gate or dangerous animals is not exempt from these statements. The company must be given a gate code, or a gate key and access must be permitted when the delivery is scheduled. No attempts to call ahead for delivery will be permitted or granted. The customer must allow access to our equipment at all times. Owners of dangerous animals must have the animal restrained and or away from the direct path of delivery. If we attempt to make deliveries more than once and the animal is not restrained or absent from the path of delivery, or the gate is not accessible, the customer may be charged an additional fee for a second delivery attempt. If the conditions persist, we will remove our equipment without notice from the premises.

5. General. The company hereby reserves the right to change all or any part of the equipment on premises of customers. If such is deemed advisable to improve the service to the customer. The customer represents and warrants that the execution of this agreement by the customer is not

in violation of any existing contract with any person, firm, or corporation. **This contract is not negotiable on the part of the customer.**

FEES	CHARGES	EXPLANATION
Tank pump-out	Hourly minus .50 off price per gallon at last delivery	Empty tank prior to pickup
Off-route delivery charge	At least \$150 but subject to change. (waived for auto-fill customers)	Customer requests off-route delivery during normal business hours.
Emergency delivery fee	At least \$250 but subject to change (waived for auto-fill customers)	Customer requests delivery after normal business hours
Minimum delivery fee	.At least 50 per gallon above the current price of propane per gallon but subject to change	Customer demands delivery of less than 200gallons on a 500 gallon or larger tank. Full fill(60% of capacity)for tanks less then 500gallons
Tank monitoring system	Auto-fill customers- No charge Will-call customers: At least \$10.00 per month	Minimum monthly charge for tank monitoring
Tank rent	*Varies by tank size*Must be paid yearly and is subject to change	Customer leases tank and orders less than required for tank size
Service work charges	Hourly rate	Installations, piping, equipment, heater cleaning, all COT work, etc.

III. Payment Terms for Propane Purchase, Equipment Rental, and Related Charges.

1. Payment Obligation. You agree to pay us for all propane delivered, the rental price for rented equipment, and all other charges which you incur in accordance with the payment option applicable to you. Your Payment option plan is pay in advance unless other arrangements have been made and you are notified that you have been accepted into one of the other alternative payment option programs. (Cash On Delivery, Budget billing, or Net 30 statement billing)You agree to pay all amounts you owe us at the time you are required to pay. We will apply payments to the oldest balance due. If you fail to pay us when payment is due, we may refuse to deliver propane to you until you pay your outstanding balance and pay in advance for future delivery. This outstanding balance may also include any finance charges and/or rental fees that have accrued. **Make all payments directly to the company.**

2. Payment Options.

a. Pay in Advance/COD. If you are a customer who must pay in advance of delivery, no propane or rental equipment will be delivered to you unless you have paid in full prior to delivery. (Pay in advance, COD). You may pay in advance by mailing or hand-delivering your payment at our local office. You may make a credit card payment over the phone by calling the customer service number. You may also make your payment using the customer portal. To set up portal service you must call the customer service number and give your email information to the customer service representative. Service will not be provided until we have actually received your payment. If you are a COD customer, meaning you will have payment for the driver at the time of delivery, we may at our discretion, inform you that you no longer qualify for COD payment and require you to pay in advance. If we attempt to make a COD delivery and no payment is available for the driver, and upon the second delivery attempt there is no payment available, the customer will automatically be switched to a pay in advance status and may incur an additional fee for delivery. All new customers will have a pay in advance/COD status for at least the first year of business. It will be at the discretion of the company whether or not the payment status is to be changed.

b. Budget Billing. Budget billing is not available until you have been a customer of the company for at least one year. Budget payments are based on your estimated usage during the heating season. Budget payments are due by the 10th of each month and must be paid each month and in a timely manner. Based on your usage we may either increase or decrease your monthly budget payment. You are responsible for paying for the actual amount of propane delivered to you. Missed payments can result in your removal from the budget plan and will require you to pay using other

methods. In order to remain on the budget payment plan, all budget accounts must have a zero-account balance before the next year's budget billing cycle begins. Failure to complete the previous budget billing cycle will result in the customer being changed to a different form of payment status.

c. Statement Billing. If you have been approved for statement billing, we will bill you after delivery by sending you a statement either via U.S. mail or by email. Charges must be paid within 30 days of delivery or finance charges will occur. Statements are generated on the first of each month. We may at our discretion inform you that you no longer qualify for statement billing and require you to pay using other methods and remove you from keep full status. Customers have the option to retain credit card information on their account and grant permission for the company to process the card for payment after delivery is made.

3. Billing Inquiries. Questions or concerns about your statements should be directed to the customer service number. If you believe that any of the information on the statement is incorrect we will investigate to determine whether or not an adjustment needs to be made. You will be responsible for all amounts charged to you.

4. Payment of Other Charges. All installation fees and costs of propane for that installation must be paid either before the installation or at the time of the installation. Tanks that are installed with the minimum gallons allowed for transport will not receive a delivery to fill the tank unless all fees are paid in full.

All rental fees must be paid within 90 days of billing to avoid retrieval of our equipment. If we pick up our equipment and you decide to pay your tank rental fee and want to have the equipment returned to your location, you must first pay an installation fee to have the equipment returned and re-set. **We do not guarantee refunds for propane or equipment that has been picked up for non-payment, this includes but is not limited to cylinders.**

We reserve the right to change and/or alter our fees as deemed necessary by the company. Charges may vary by product, time, location, service, and product among other things.

5. Late Payment Charges and Returned Check Fees and Chargebacks. Your payment for delivery of propane or any other service that is billed to you on a statement or invoice, is due upon receipt of the statement or invoice. You agree and understand that in the event that you do not pay for a service on time, we will be damaged. It would be difficult to ascertain the extent of actual damages incurred by us. Accordingly, we will charge you a late fee equal to one-half percent (1.5%) of the amount past due if you have not paid for deliveries or other amounts billed to you for the first time on each statement by the date that is thirty (30) days after the date shown on your original invoice or statement. We will assess an additional late charge for each succeeding monthly billing date on which a past-due balance remains. You agree that that late charge is liquidated damages and is not a penalty. If your check, draft, or electronic funds transfer is returned to us for insufficient funds, we will also charge your forty-five dollars(\$45) or the highest amount permitted under applicable state law for the returned item.

6. Payment for Pre-Buy Propane. All pre-buy propane must be paid for in full by September 1st. If the customer does not pay in full for the contracted pre-buy gallons by the designated date, they forfeit their contract agreement and will no longer be able to receive their propane for the negotiated pre-buy gallon price. All pre-buy price gallons that have been paid in full, will be honored until March 31st of the very next calendar year from the original date of purchase. Upon the expiration of the pre-buy gallon price, any remaining gallon credit will be forfeited and only the dollar amount of credit will remain on the customer account. Any propane asked to be delivered after the end of the contract date will be delivered at the current rate of price per gallon and not at the pre-buy price per gallon rate. It is the responsibility of the customer to keep track of the gallons they have had delivered and to order before the end of the contract date. Any remaining monies on the customer's account at the end of the pre-buy season may be refunded to the customer, or if the customer chooses, the monies can remain on the account. Customers who sign the pre-buy agreement understand that no refund of any monetary credit will be given until the end date of the agreement, unless special circumstances are presented, such as the death of the customer or moving from the residence.

IV. Equipment or Products ,Purchase, Service, and Repair

1. Purchase of Equipment. If you purchase tanks, equipment, or other appliances or products from us, you will have sole responsibility for maintaining the products in accordance with all applicable laws and industry standards, including without limitation any standards set forth by the National Fire Protection Association, the United States Department of Transportation, and the American Society of Mechanical Engineers("Industry Standards").

a Use of Purchased Tanks. You will use any new or used propane tank purchased from us which has not been designated as a discontinued or "junk tank" solely for the storage and use of propane to be consumed in accordance with applicable laws. If you have purchased a tank that we have designated as a "junk tank" you may not use the tank for propane storage, the storage of any other compressed gas, or for any other use as a pressure vessel.

b. Your Inspection. You will have the opportunity to inspect and become familiar with the condition of the products prior to your purchase. You may conduct any mechanical inspections or investigations you deem appropriate. All sales are final.

c. Environmental Matters. You release us from any and all claims, demands, obligations, causes of action, and liabilities arising out of or in any way related to the presence of hazardous substances(as defined below) on, in or under the property where the product purchased is located, regardless of how or when such hazardous substances came to be located on, in, or under the property. You agree to protect, defend, indemnify, and hold us harmless from and against any and all claims, demands, losses, liabilities, penalties, fines, and any other costs and expensed (including attorney's fees) which arise out of or in any way are connected to the presence of any hazardous substances on, in or under the property or product, regardless of how or when such hazardous substances came to be located on, in, or under the property or the product. The term "hazardous substances" shall mean any substance or substances which at any time shall be listed as "hazardous" or "toxic" under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.S. 9601 et. Seq. as amended, and shall also include, without limitation, liquefied petroleum gas (including propane and any additives thereto), petroleum products or by-products and constituents, and any other material or substance termed "hazardous" under any other federal, state, or local law, rule, regulation, or ordinance.

d. Exclusive Remedy. Your exclusive remedy for defective title or goods shall be limited solely to a refund of the purchase price. No other remedy (including but not limited to the recovery of direct, incidental, special, or consequential damages for lost profits, lost sales, injury to persons or property, or any other loss) shall be available to you, whether by direct action, claim for contribution, indemnity, or otherwise and whether based on contract, tort, or other legal theory. This exclusive remedy shall not be deemed to have failed of its essential purpose as long as we are willing and able to carry out the terms of the remedy set forth herein.

e. Personal Injury and Property Damage. YOU AGREE TO RELEASE AND HOLD US HARMLESS, AS WELL AS OUR EMPLOYEES, DIRECTORS, AGENTS, OR ASSIGNS, FOR YOUR OR YOUR GUESTS', INVITEES', FAMILY MEMBERS', EMPLOYEES', AGENTS', CONTRACTORES', AND/OR CUSTOMERS' NEGLIGENCE, BREACH OF WARRANTY, OR STRICT LIABILITY. YOU AGREE TO PAY ALL SETTLEMENTS, AWARDS, JUDGEMENTS, AND EXPENSES . INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM YOUR OR YOUR EMPLOYEES', CONTRACTORS', AND /OR CUSTOMERS' USE OF ANY EQUIPMENT PURCHASED FROM US.

2. Service, Inspection and Repair.

a. Rutland Bottle Gas, Inc. Installation Review. We must perform an installation review in accordance with our policies, prior to the delivery of propane to a new customer and at such other times as we determine, in our discretion, from time to time. The cost of a Rutland Bottle Gas review will generally be charged to you. In the event that we discover a leak or other unsatisfactory condition during a Rutland Bottle Gas review, you must have the identified problem corrected at your expense if you own the affected equipment. You must also pay to have the identified problem corrected at your expense if you have the obligation to pay rent as set forth in section II. 1 or any other section of this agreement. We will not be responsible for undiscovered defects in materials, equipment, or appliances on you premises.

b. Service. We may perform maintenance, repair, testing, or inspection services for you from time to time. These services may result in a cost to you at our then current rates. During a Rutland Bottle Gas installation

review or other maintenance, repair, testing, or inspection service performed by us, we will use our reasonable commercial efforts to determine problems with your system. However, not all problems can be detected, and some problems may develop later. You must notify us at the time of inspection of any hidden, known, or suspected defects. You must follow the safety instructions/information and at all times and visually inspect your system and equipment from time to time for signs of damage or wear and notify us if you detect any problems. We will not inspect your appliances or equipment, and we make no representations and warranties to you as to whether your appliances or equipment are in safe condition, unless expressly stated in writing. We undertake no responsibility for the continuing maintenance or inspection of your system. We have no responsibility or liability for any part of your system not specifically described in writing at the time service is performed.

c. Installation. Prior to installing a new system, you should request us to specify where your system should be located. You must install or have the system installed at the location we specify. You may not move, open, or tamper with the system after it is installed in any manner. If you need to move the system or any part of the system, you must call us to provide this service for you.

V. General Terms Applicable to All Services, Maintenance, Inspection, Testing, and Repair

1. 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 service if we believe that we cannot safely make a 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 and shrubs that restrict access to the equipment.

2. Monitoring Your Property During Your Absence. If you leave your property during the heating season or if your property is not continually occupied (such as a vacation home), you are responsible for having someone check your property daily or otherwise monitor the property with an alarm system to be sure 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.

3. Compliance with Applicable Laws. You must comply with all applicable laws and industry standards concerning use or storage of propane. You will pay any costs associated with repairs, modifications, or additions to equipment (including rented equipment) required by applicable laws or industry standards.

4. Termination of Service. Service may be terminated under this agreement without cause by either you or us by delivering written notice ten (10) days prior to termination. You may also terminate service by calling the customer service number ten (10) days prior to termination. If you fail to perform any of your obligations under this agreement or if we, in our discretion, believe any part of your system may not be safe, we may, at our option, immediately suspend service until you cure the default or unsafe condition or may terminate service if you fail to make payment in accordance with our payment terms, or fail to perform any of your other obligations, or if you no longer occupy or use the property, we may terminate service without prior notice. In addition, service will terminate without notice to you at our option upon the institution of any proceeding alleging that you are insolvent or unable to pay your debts, or on your death or dissolution, or if you take action to go out of business.

5. Effect of Termination. If service is terminated, in addition to any other remedy we may have, we may adjust or disconnect the equipment to stop withdrawal of propane from any tank, pick up any rented equipment and repossess and dispose of any propane left in the tank. You will be charged any applicable charges set forth in the current charges list as in effect at the time of termination. You may be entitled to a credit or refund for any propane which remains in the tank, subject to a pump-out fee minus .50 per gallon of the original price paid per gallon at the time of the last delivery. In the event that we determine, in our sole discretion to provide

a refund for propane remaining in the tank, the refund will be applicable only to the propane that we resell. Cylinders on the cylinder exchange program are not eligible for refund at the time of termination.

6. Payment of Taxes, losses, and Collection Costs. You are responsible for paying any taxes, including personal property taxes attributable to the propane and any rented equipment until termination of service. You are also responsible for paying for all loss or damage to rental equipment or propane owned by us, except for damage to the rented equipment resulting from ordinary wear and tear. The cost of maintenance and repair of rented equipment as a result of ordinary wear and tear will be borne by us. If inspection, testing, or repairs are required by applicable laws, you must pay for all such work and for all costs associated with such work, including landscaping costs, if any. You must pay all costs we incur to enforce any of the provisions of this agreement, including reasonable attorney's fees.

7. Indemnification; Hold Harmless. You shall indemnify and hold us, our officers, and our employee 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), 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 or you or your guests, invitees, family members, agents, contractors, and/or customers or by the failure to follow your obligations as set forth in this agreement.

8. Arbitration.

a. Agreement to Arbitrate. You agree that any claim, dispute or controversy, whether in contract, tort (intentional or otherwise), including without limitation, product liability, property damage, personal injury claims, or claims based on strict liability, whether pre-existing, present, or future, and including constitutional, statutory, common law, regulatory, and equitable claims in any way relating to (a) the service; (b) any rented equipment or equipment sold to you by us; (c) the agreement (d) propane delivered or sold by us; or (e) the safety information, advertisements, promotions, or other brochures or writings prepared by us in any way relating to the service or this agreement, and/or the relationship between you and us, including the validity, enforceability, or scope of this section or any part thereof (collectively, a "Claim") shall be resolved, upon the election of either you or us, by binding arbitration.

b. Process for Arbitration. Arbitration will be governed by this Section V.8 and your choice of the applicable rules of either the American Arbitration Association, JAMS/Endispute, or the National Arbitration Forum in effect at the time the claim is filed. The party initiating the arbitration proceeding shall have the right to select one (1) of the above arbitration administrators. The claim shall be heard by a panel of three (3) independent arbitrators. Each party shall appoint one (1) arbitrator within sixty (60) days of the initiation of the arbitration proceeding, and the third impartial arbitrator must be an attorney with more than ten (10) years' experience as a judge or retired judge and be appointed by the other arbitrators within thirty (30) days after the appointment of the arbitrators appointed by the parties. The arbitration shall take place in the county in which the service is provided to you. For claims of \$5,000 or less, you will have the option of choosing whether the arbitration proceeds in person, by phone, or based only on submissions to the arbitrators. The arbitrators may award any form of individual relief - including injunctive relief - as permitted by applicable state or federal law. In the event of a conflict between this Section V.8 and the rules of the arbitration administrator, this Section V.8 will govern. This Section V.8 shall not apply to claims by us for payment of amounts due for propane purchases or equipment rental, including all applicable fees, late payment charges, returned check charges, and collection costs.

c. No Class Action. NO CLASS ACTIONS OR JOINDER OR CONSOLIDATION OF CLAIMS WITH OTHER PERSONS ARE PERMITTED IN THE ARBITRATION WITHOUT THE CONSENT OF BOTH YOU AND US. The arbitration administrators selected pursuant to Section V.8 above are authorized to arbitrate disputes as to any claim brought by you against us or by us against you and, without our consent, are not authorized to arbitrate any similar or identical claims brought by other persons.

d. Payment of Fees. We agree to pay the arbitration filing fee for non-frivolous claims. If you must pay additional fees to arbitration administrator, we will consider a request to pay all or part of the additional fees; however, we shall not be obligated to pay the additional fees unless the arbitrators grant you an award. If the arbitrators grant an award in your favor, you will not be required to reimburse us for any fees that we have

previously paid to the arbitration administrator or for which we are responsible.

e. Minimum Recovery. In the event you receive an arbitration award greater than our last written settlement offer, if any to you, then we will pay you the greater of the arbitration award or \$1000, plus your reasonable attorney fees.

f. General Statements. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"). The arbitrators shall apply substantive law consistent with the FAA and the arbitrators' award shall not be subject to appeal, except as permitted by the FAA. Nothing in this section shall be construed to prevent our use of the offset or other contractual rights to pay off any amounts you owe to us. **YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT YOU PREFER TO RESOLVE ANY SUCH CLAIMS THROUGH ARBITRATION AND KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR JURY, UPON ELECTION OF ARBITRATION BY YOU OR BY US. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A SUBJECT TO ARBITRATION, EVEN IF SUCH CLASS ACTION IS PENDING ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION, EXCEPT THAT THIS ARBITRATION PROVISION WILL NOT PRECLUDE YOUR PARTICIPATION IN A CLASS WHICH HAS ALREADY BEEN CERTIFIED ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION.**

9. Limited Warranty Disclaimer. We warrant that at the time we transfer ownership of propane or any other product to you, we will transfer it free from all liens, claims, and encumbrances. **WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NONINFRINGEMENT, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPANE OR EQUIPMENT. WE EXPRESSLY DISCLAIM AND EXCLUDE ALL SUCH REPRESENTATIONS AND WARRANTIES AND DO NOT PERMIT ANYONE, INCLUDING OUR EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF. ALL EQUIPMENT, USED OR NEW, IS PROVIDED "AS IS."**

10. Limitations of Liability. **YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INCREASED COSTS OF OPERATION. WE WILL ALSO NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR IF WE WERE TOLD THEY WERE POSSIBLE. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. OUR LIABILITY FOR LANDSCAPING DAMAGE DURING INSTALLATION, DISCONNECTION, OR DELIVERY SHALL NOT EXCEED THE REASONABLE COST OF GRADING AND REPLACING LANDSCAPING AND IN NO EVENT SHALL EXCEED ONE THOUSAND DOLLARS (\$1,000).**

11. Amendment. We may amend this agreement – including the current charges list – at any time without notice.

12. Property Issues.

a. Sale of Property. If you own the property where propane is delivered or rented equipment is installed, you must give us thirty (30) days' prior notice in writing or by calling the customer service number before you sell the property.

b. Landlord. If you are a landlord and are renting out the property where propane is delivered or rented 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 or by calling the customer service number at least fifteen (15) 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. It is your responsibility to supply thirty (30) days' advance written notice to us and any tenants of any installation, service, repair, or

removal of propane lines or equipment. If your tenant leaves the property, you will be responsible for any propane used after the tenant has given up possession. You will also be responsible for any unpaid balances still remaining on the account. This includes but is not limited to propane that was delivered, overdue charges, service fees, and tank rental fees.

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 at least fifteen (15) days prior to the date on which you plan to surrender possession. You must also supply advance written notice to us and the landlord of any installation, service, repair, or removal of propane lines or equipment. Notice should be thirty(30) days in advance, either in writing or by calling the customer service number.

13. Miscellaneous.

a. Waiver. Our waiver or delay of enforcement of any of our rights under this agreement shall not prevent us from enforcing those rights at a later date and shall not constitute a waiver of any subsequent breach of this agreement by you.

b. Severability. If any provision of this agreement is found invalid, the rest of the agreement will remain enforceable.

c. Entire Agreement. This agreement, together with the service letter and safety information and any written agreements signed between us. No employee, representative, or agent has any authority to vary the terms of this agreement.

d. Acts Beyond Our Control. We will not be responsible for any delay: failure of performance; loss or damage due to fire, explosion, power blackout, earthquake, flood, or weather elements; strike; labor disputes; embargo; civil or military authority; war; acts of God; acts of carriers or suppliers or other causes beyond our reasonable control. We will have no obligation to purchase propane for delivery and sale under this agreement from other in order to replace propane which is not available due to circumstances beyond our control.

e. Notices. Notices to you from us under this agreement will be made by mailing notice or emailing notice to you either under a separate cover or by including notice with a billing statement. Notices will be effective upon deposit into the U.S. mail or as soon as email notification is sent. Notices from you to us will be effective by mailing written notice to us at the address on your service letter.

f. Assignment. You may not assign your rights under this agreement to any other party. We may assign our rights and obligations under this agreement at any time without notice to you.

**Rutland Bottle Gas, Inc.
Rutland, OH 45775/ The Plains, OH 45780
Mailing address: P.O. Box 9 The Plains OH 45780
740-797-4675 or 740-742-2511**