

## Rutland Bottle Gas Summer Price Plan Options 20\_\_-20\_\_

**\*\*PLEASE CALL OUR OFFICE OR STOP BY FOR PRICES\*\***

### 1. Pre-Buy

This option allows you to save big by purchasing a set amount of gallons in advance of the winter heating season. This option requires that you purchase a minimum of 500 gallons. It also requires that payment be made in full and up front before delivery of any propane is made. Pre-paid propane will be delivered as needed until the gallons are depleted or until March 31, 20\_\_, whichever comes first. If prices drop below the Pre-Buy price, you will not receive the lower price until all the Pre-Buy gallons have been delivered. If you do not Pre-buy enough propane to cover all of your deliveries, you will be charged and invoiced at the current retail price per gallon for these deliveries. If you Pre-Buy more propane than you have delivered, you will have a dollar credit on your account (not gallons). We do our best to ensure that your tank is full by the end of this contract; however, your tank must be able to hold the minimum delivery of 200 gallons in order for us to make a delivery. We will not make deliveries for less than that amount just to use whatever gallons you might have remaining on your contract. Please understand that if you are a will call delivery customer and you let yourself run out of propane, an emergency delivery charge and all other applicable fees will be invoiced onto your account. Be sure to check the gauge on your tank often to avoid this situation. Another way to avoid this is to join our auto-fill program. This ensures that we are monitoring your tank level and will automatically put an order on for your location when needed. Ask your customer service representative for more details.

### 2. Price Lock

**Pre-Lock Rate: \$\_\_\_\_\_ per gallon**

This option protects you with a locked in fixed price from September 1<sup>st</sup> 20\_\_ to March 31<sup>st</sup>, 20\_\_. When market prices increase as they always do in the winter months, you will continue to pay your protected lock in price. To enroll in this option, you are required to pay a non-refundable price protection fee of 55.00 (plus tax). Deliveries will not be made at the lock-in rate until the protection fee is paid. If your tank capacity is less than 200 gallons, your rate will be \$1.00 per gallon more than tanks with a capacity of 200 gallons or more.

### 3. Budget Plan with Fixed Price

**Budget Fixed Rate: \$\_\_\_\_\_ per gallon**

Our Budget option will give you a fixed price on your propane from September 1<sup>st</sup>, 20\_\_, to March 31<sup>st</sup>, 20\_\_. Your monthly budget payments start in September and end in June with payments being due by the 10<sup>th</sup> of each month. If monthly payments are not received by the 15<sup>th</sup> of each month, deliveries will be discontinued, and the account will revert to current retail pricing on future deliveries. In other words, you will be removed from the budget plan. If you choose this option you will receive your monthly payment amount once you enroll. Automatic enrollment will continue each heating season unless cancelled by either party.

- Please note that all of the options listed above are offered solely as extra options with the purpose of saving our customers money, but they are not obligated to choose any of these options.

**Autofill:** If you're looking for something that doesn't cost you anything and gives you peace of mind knowing that you won't have to worry about running out of propane, then our autofill program is a great fit for you. We will install a monitor on your tank and set you up with access to our app. This feature is especially nice for cabin rentals, snowbirds, and anyone who doesn't want to worry about their LP running out. Call our customer service representatives to sign up. Best of all it's FREE. (Cylinder deliveries are not eligible for the Autofill program. It is limited to bulk tanks only)

## **REQUIREMENTS FOR ALL PLANS**

1. All payments for pre-buy gallons must be paid in full on or before August 31<sup>st</sup>, 20\_\_ or the agreement will become void, and the price will revert to the current retail price.
2. All outstanding balances need to be paid before the next scheduled delivery or within 30 days, whichever comes first.
3. Without payment the option 2,pre buy and price lock plan agreements will become void, and the price will revert to the current retail price for the remainder of the heating season with no refund.
4. Minimum delivery is 200 gallons in 500 gallon and larger tanks and a complete fill in all other tank sizes.
5. Emergency deliveries will be charged an additional fee plus all other fees associated with a delivery.
6. A zero balance or credit balance is required to be considered eligible for any of the summer rate programs.
7. If you are receiving government assistance to help with your propane needs, please contact one of our customer service representatives to determine if you are eligible to participate in any of these programs.
8. Unfortunately, 100-pound cylinder accounts are not eligible for these programs. Only bulk propane tank accounts are eligible for participation.

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**740-797-4675 or 740-742-2511**

I choose to pre-buy my propane at the rate of \_\_\_\_\_ plus tax from September 1, 20\_\_ to March 31, 20\_\_. The number of gallons I am purchasing is \_\_\_\_\_ and my applicable payment is enclosed or has been paid by speaking with a representative of the company.

I choose to pay in full now

I choose to pay half now and the remaining half by August 31<sup>st</sup>, 20\_\_.

I choose to pay in 3 payments over the summer with the balance being paid in full by August 31<sup>st</sup>, 20\_\_

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I choose to lock my rate in at \_\_\_\_\_ per gallon plus tax for propane. I understand that I will be responsible for all other fees associated with my deliveries. I have enclosed my non-refundable payment of \$\_\_\_\_\_ for participation in the program, or I have given my payment information to a representative of the company.

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I choose to participate in the budget plan at a fixed rate of \$\_\_\_\_\_ per gallon with my first payment due by September 10<sup>th</sup>. I agree to make monthly payments by the 10<sup>th</sup> of each month from September 20\_\_ through June of 20\_\_.

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I agree to purchase propane from Rutland Bottle Gas, Inc. according to the option I have selected. I understand that if I choose to pre-buy my gallons, any overpayments will be credited to my account. I understand that if I choose to do a price lock any unpaid balance over 30 days will result in my being removed from the program for the remainder of the heating season with no refund. I understand that by choosing the budget plan I am responsible for making timely monthly payments and failure to do so will result in my removal from the program.

Print Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this agreement, I agree that I have received a copy of Price Plan Terms of Agreement and understand the regulations stated within.

# PRICE PLAN TERMS OF AGREEMENT FOR RUTLAND BOTTLE GAS, INC.

**ADDITIONAL AGREEMENTS:** This Sales agreement is intended to define pricing of product for the period of time and for the quantity stated on the face of this agreement. All other portions of any previously signed customer agreement with the Company will remain in full force and effect. The terms and conditions set forth in previous service agreements, and contracts signed by the parties are hereby incorporated by reference into this agreement.

**DELIVERY:** All customers who wish to participate in any Price Plan shall also have the opportunity to utilize our automatic delivery schedule. In order to get the quoted price, all agreements, down payments, and contracts must be completely filled out, properly signed, and received and in our office within 15 business days of the date on the agreement or they will be considered null, and void and the Company is under no obligation to fulfill the contract.

Only those gallons agreed to by the Company and the customer for inclusion in the fixed price plan will be billed per this agreement. Customers will remain on automatic delivery and such automatic deliveries will continue beyond the listed fixed price gallons on this agreement. Any additional purchased and/or delivered gallons will be billed at the market price in effect at the time of the delivery. All current taxes and fees shall apply in addition to the price per gallon and will be billed separately from the price per gallon. Any increases or decreases in taxes will be passed through to the customer.

**PAYMENT TERMS:** Customer agrees to pay all invoices within 30 days of delivery, and a monthly late charge on any unpaid balance remaining 30 days after the delivery date. In addition, Company shall be entitled to recover from Customer its reasonable collection costs, including all attorneys' fees, and late payment fees. Customers will also be charged a fee for any returned checks. Company reserves the right to shut off and lock the propane tank and/or pump out or remove propane at any time on the Customer, no matter if the tank is company owned or customer owned, if there is a remaining balance 60 days past delivery date. Pump-out and removal fees will be applied in addition to the past due balance. Because the company must obtain the contracted gallons in advance, **No refunds of any kind will be issued.** For pre-buy customers, any dollar credits remaining on the expiration date of this agreement will be used by the Customer for future fuel purchases with the Company at the current market rate.

Customers with the terms of COD must pay in advance of all deliveries. Payment must be made at the time the order is placed by giving the customer service representative payment information over the phone or in person in one of our offices. No payments will be taken at the tank or by the delivery driver.

Customer agrees to start with a current balance (a zero-account balance) in order to qualify for a price plan. Accounts must be in good standing in order to be eligible for any and all price plans.

Customer agrees to adhere to established credit terms of net 30 days' payment from date of delivery. **If the Customer's account goes beyond 30 past due, or one month budget payment late, they will be removed from the price plan.**

**CANCELLATION FEES:** Company has taken substantial market risk to lock propane prices in for Customer and Customer understands that should Customer terminate this Agreement prior to its completion the Company's damages will be difficult or impossible to calculate. Therefore, Customer agrees to a Cancellation fee as defined hereinafter. Customer agrees this cancellation fee is reasonable. If the customer discontinues service for any reason or does not take the delivery of all contracted fixed gallon by the completion of the delivery period, the Customer, at the Company's discretion may be assessed a contract cancellation fee equal to the unused gallons of the contract multiplied by a rate of fifty cents (50¢) per gallon or \$300 whichever is greater. The Fixed Rate Price Plan is a **voluntary** offer that allows the customer to purchase a set number of gallons at a fixed rate. The customer acknowledges that they have solicited this fixed price offer from the Company and the Company is purchasing a binding financial contract to provide this fixed price. Customer further understands that this is a binding agreement and is not subject to change once signed.

**GOVERNMENTAL CONTROLS:** This agreement as herein provided is expressly made subject to any Federal, State, or other Governmental laws and

regulations which may hereafter become effective which will restrict, limit, or control Seller in the price or purchase of products hereof. Seller warrants that goods sold, or services furnished under this agreement were produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, and that goods sold are free of all liens, encumbrances and claims whatsoever.

**LIABILITY:** Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of equipment and product on the customer premises and will indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to the equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of the equipment or product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of product at the customer premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the premises); (c) the existence, use, manufacture, storage, release of disposal of hazardous materials by Customer or any other person (whether or not on the premises) on, under or near the equipment; and/or (d) any return or repossession of the equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful conduct.

In no event will either party be liable to the other or any other person for any special, incidental, consequential, or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damages could have been reasonably foreseen. **CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**TAXES:** Any tax, fee or charge now imposed upon the purchase use, resale, transportation, or handling of products at the time of delivery thereof by Seller to Buyer shall be paid by Buyer, provided the law or regulations so requires. If Buyer is entitled to purchase products free of any tax, fee, or charge, Buyer shall furnish to Seller proper exemption certificates to cover such purchase or purchases. If any such payments are required by any Government Authority to be made by Buyer, they shall be repaid by Buyer to Seller on demand.

**FORCE MAJEURE:** In the event that either party is being rendered unable wholly or in part, by force majeure, to carry out its obligation under this contract other than to make payments of amounts due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telephone to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any liability so caused but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, processing plant or wells. Governmental regulations, curtailment of or other liability to obtain equipment, supplies or material, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to foresee or overcome but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is advisable in the discretion of the party having the difficulty.