



GENERAL TERMS AND CONDITIONS

Residential Customers

Dear Valued ThompsonGas Customer:

From time to time, ThompsonGas, LLC, its affiliates, and its Doing Business As companies ("d/b/a's") including All American Propane, Blue Flame Propane, COMO Oil & Propane, Eagle Energy, Madison River Propane, Midwestern Propane Gas, North Shore Oil & Propane, Pirkel Gas, Polar Gas, Propane Northwest, PSI Propane, Quality Propane & Fuels, Reliance Propane Service, Inc., Salt River Propane, Scully Propane (collectively "ThompsonGas", the "Company", "we" "our" or "us") will provide our customers ("Customer", "you" or "your") with new or updated General Terms and Conditions. These new or updated General Terms and Conditions modifies and/or replaces all prior General Terms and Conditions under which you have conducted business with us, becoming the new General Terms and Conditions which will govern your relationship with us going forward.

We have created the updated General Terms and Conditions set forth below to provide to you a comprehensive explanation of our terms of services. Should you have any questions regarding the General Terms and Conditions below, feel free to contact us at 855-965-5577.

Thank you for being a valued customer of ThompsonGas and we look forward to continuing to be your propane supplier for many years to come.

We will sell our Products to you, and you will purchase our Products from us on an exclusive basis subject to these GTC's and any other Company contracts, equipment lease agreements executed by and between you and the Company. Any policies and/or documents provided to you (together with the GTC's, collectively the "Documentation"), all Products, and related equipment and services you require are subject to this Agreement until termination pursuant to Section 7 of these GTC's.

These GTC's, they will constitute a contract that will be deemed accepted by you when one of the following first occurs,

- a) you accept these GTC's online by clicking on "I accept", "I agree", or a substantially similar icon or otherwise accept by electronic signature on a designated Company websites and/or e-commerce platforms,
- b) you request or accept delivery of Product, service, or equipment from us,
- c) you permit Company Equipment (as defined herein) to remain on your property for more than thirty (30) days after your receipt of these GTC's, or
- d) you do not notify us in writing within thirty (30) days after your receipt of these GTC's to terminate service

1. Acceptance of these General Terms and Conditions

For most existing residential Customers, these General Terms and Conditions ("GTC's" or "Agreement") will become effective either February 1, 2023 or thirty (30) days after the date of these GTC's are mailed or emailed to you by us, whichever is later.

For Customers with agreements requiring more than thirty (30) days' notice, these GTC's will become effective either February 1, 2023 or on the earliest date after the expiration of the notice period required by those agreements, whichever is later. For Customers with agreements that cannot be modified in this manner, the delivery (e.g., mail, email) of these GTC's to you will serve as a notice of termination of your existing agreement with us and an offer to do business with us under these GTC's. These GTC's will become effective on the earliest date after the termination unless you notify the Company in writing within thirty (30) days after you receive these GTC's that you want to terminate service with us.

For our customers in Alabama, these GTC's will become effective pursuant to the express terms of a Notice Letter sent by us to you along with these GTC's.

Regardless of when these GTC's otherwise take effect, as outlined above, your purchase of propane or refined fuel products (our "**Product**" or "**Products**") using our websites and/or e-commerce platforms is subject to these GTC's. By clicking on the "I accept and agree", or a substantially similar appearing icon on our website and/or e-commerce platforms, you are accepting and agreeing to be bound by these GTC's which will constitute a contract accepted by you. If you have an any other form of existing agreement with us, by clicking on the "I accept and agree", or a substantially similar appearing icon on our websites and/or e-commerce platforms, you are agreeing to terminate any such existing agreement with us and are agreeing that these GTC's supersede and replace any prior agreement with us.

Notwithstanding any termination, all refined fuel tank(s), propane storage tank(s) or cylinder(s), regulator(s) and related equipment owned by the Company in Customer's possession will remain the property of the Company.

Because these GTC's are subject to change as set forth herein we recommend that you regularly visit our websites (www.thompsongas.com or your d/b/a's website) to view the current GTC's or call 855-965-5577 to obtain a copy.

2. Purchase and Sale

3. Equipment

- A. If Product storage tank(s) or cylinders ("**Tank**" or "**Tanks**", as applicable), regulators and related Product distribution equipment ("**Equipment**") are provided by us in connection with our provision of Product to you, then you shall rent such Equipment ("**Company Equipment**") from us, and we shall provide and install such Company Equipment at the service location (the "**Premises**"). Company Equipment does not include gas lines running from the Tank(s) to the regulator, all such lines, once installed shall be your property and your responsibility.
- B. You agree to pay us annual tank rent during the period the Company Equipment is used. The amount of the tank rent can vary by geography and may be affected by, among other things, the size of the Tanks and the Customer's actual annual usage.
- C. We reserve the right to change-out the Company Equipment if your propane usage changes or to remove the Company Equipment during periods of non-usage. We further reserve the right to prorate the annual rent monthly and bill you monthly for such prorated rent.
- D. You will not permit any Product to be delivered into the Company Equipment by anyone other than us.
- E. If you own any Equipment ("**Customer Equipment**"), then title to and ownership of Customer Equipment shall at all times remain with you. You are required to maintain the Customer Equipment to ensure that it complies with all safety standards and applicable laws.
- F. We reserve the right to inspect your external system for delivery of Product, including external components such as your tank, regulators, and vents (excluding exhaust vents for products of combustion) (the "**System**"). The purpose of any such inspection is to determine whether we believe your System is safe and adequate for the storage of Product. As a condition of continued service, we may require you to upgrade your System to meet all safety standards. By inspecting the System, we make no representation or warranty to you concerning the safety or adequacy of the System.
- G. You are responsible for any loss or damage caused by the System. You are required to maintain and pay all expenses for maintaining the System and all hoses, meters or other equipment which are part of your System. If we determine that the System is no longer adequate for delivery of Product, we will suspend and may terminate service.
- H. If a delivery of Product is attempted to the Premises, but we determine that your System is in an unsafe condition, you may incur a minimum delivery fee as set forth

below in the Schedule of Fees. If inspections, testing, or repairs are required by applicable federal, state, or local laws, regulations, or ordinances ("**Applicable Laws**"), 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.

- I. If you are one of our central distribution system customers or our one of our customers who has a Tank with a flow meter installed and receives Product at your Premises through meter service ("**Meter Service**"), you will purchase from us the volume of Product that flows through the meter located at the Premises. In order to determine the amount of Propane flowing through your meter, we will read the meter on a periodic basis. In addition, if you are a Meter Service customer you may be charged a monthly Metered Residential Customer Charge.
- J. We shall have, and you hereby grant us, access at all times to the Premises for all purposes necessary to carry out the provisions of these GTC's (including, without limitation, entering the Premises to install, maintain or remove Equipment) without risk or liability for trespass. You are required to provide unobstructed access to the Equipment and are responsible for informing us prior to the commencement of any work or any deliveries of Product of the location of any unground facilities such as septic systems, irrigation lines, utility lines, etc. located on your property that could interfere with our work or our delivery of Product, or that could be damaged in the process of performing our work or in the process of making deliveries of Product. Any existing driveway or pathway used for vehicular traffic shall be deemed to be safe and adequate to accommodate the weight of a Product delivery vehicle or service vehicle.
- K. We shall not be liable for any damage to any unground facilities such as septic systems, irrigation lines, utility lines, etc. that you fail to inform us of the location of and we shall not be liable for any damage caused by a Product delivery vehicle or service vehicle to any existing driveway or pathway used for vehicular traffic or any facilities located beneath any such existing driveway or pathway. After installation, we may substitute or adjust Equipment as we determine is necessary, in our sole discretion, and you will be responsible for the cost of such substitutions or adjustments. Only our employees, authorized contractors or representative(s) shall be permitted to connect, disconnect, access, change, remove, fill, alter, or attempt to service Equipment, and you shall ensure that no other party shall do so.

4. Fees, Rates and Charges

Unless otherwise specifically set forth in a separate written agreement between you and us, you agree to pay us for all Products delivered as invoiced by us according to our established price on the date of delivery, and all other charges which you incur in accordance with the Documentation. We reserve the right to set our daily price for Product, and to vary that pricing among our Customers, at our sole discretion. You may obtain your current daily price by calling your local branch. You agree to pay all amounts owed to us at the time you are required to pay such amounts. In addition to the per gallon charge for Product delivered, we may charge other fees and charges ("Fees" and "Charges") as stated in the Schedule of Current Fees and Charges (**Addendum #1**) attached to this Agreement and made a part hereof.

The Fees and Charges may be based on the number of gallons of Product delivered to you or on other bases, including but not limited to a per delivery basis or a periodic basis. The Fees and Charges are not government-imposed and are set by us in our discretion. Not all Fees and Charges listed may be applicable to you depending on your service level and location. Fees and Charges vary based on customer location. Acceptance of these GTC's signifies that you understand and agree that the specific Fees and Charges charged, and the amount of those Fees and Charges, may vary and change over time.

You may obtain information about our current Fees and Charges charged in your service area by either visiting our websites (www.thompsongas.com or your d/b/a's website) and clicking on Fees and Charges listed for your service area, contacting your local branch, or calling our Customer Service number (855-965-5577).

In our sole discretion, we may require you to pay a security deposit (to be held in an interest free account). We may apply such security deposit to any amounts owed by you to us at any time (after which we may require an additional security deposit).

5. Competitive Propane Price Comparison

Unless you have an annual fixed unit price agreement, you will have the right to challenge the per gallon price for propane being charged to you by us. Your challenge to the per gallon price for propane being charged to you by us must,

- a) be submitted to us in writing,
- b) be submitted within forty-five (45) days of delivery, or for metered customers, within forty-five (45) days of the date of the invoice containing the per gallon price being challenged, and
- c) not have any outstanding balance past due on your account

In response to any such qualifying challenge, we agree to charge you the lower of per gallon price for propane charged to you or the mathematical average of the per gallon price charged by five (5) Legitimate Competitors. "**Legitimate Competitor**" shall mean a retail propane supplier recognized by us as a safe, reliable, and credible retail propane supplier that offers a price per gallon for propane utilized through company owned equipment which is published or otherwise generally offered to retail customers (other than first fill or other introductory offers) within a fifty (50) mile radius of the Premises for the same type of use and consumption.

6. Payment Terms

Payment is due upon delivery of Product and/or completion of service, unless otherwise set forth in Documentation between you and the Company, or unless you are a Customer who must pay in advance of delivery or service. Customer accounts that have not been paid within thirty (30) days of the date of delivery of Product and/or completion of service will be assessed a Late Charge as stated in the Schedule of Current Fees and Charges (**Addendum #1**). Your failure to pay in accordance with the applicable payment terms shall automatically void those payment terms, and any payment for the delivery or service thereafter shall be due, in our sole discretion, either: (i) upon delivery or completion of service or (ii) in advance of delivery or completion of service. If you fail to pay when payment is due, we may refuse to deliver Products to you until you pay your outstanding balance. Until you pay us for it, all Products delivered shall remain our property and we shall have the right to modify or disconnect any Equipment to stop Customer usage of Products, regardless of whether the Equipment is Company Equipment or Customer Equipment.

7. Termination

This Agreement may be terminated by you or by us by providing written notice of termination at least fifteen (15) days prior to the intended effective date of the termination. You may be entitled to a credit or refund for any Product which remains in the Tank(s), subject to Service Work Charges to pump out and remove the Tank(s). In the event that we determine, in our sole discretion in accordance with our internal policies, to provide a refund to you for Product remaining in the Tank(s), the refund will be applicable only to Product that we resell and the refund shall be based on the lower of the price at which you purchased the Product or our current daily price for the Product at the time that we take possession of the Product.

8. Change of Ownership of Premises

You agree that if you sell the Premises where the Company Equipment has been installed, you will notify us, at least fifteen (15) days in advance, that the sale is taking place and will notify the buyer that the Company Equipment is owned by us. Upon any change in ownership of the Premises, you shall advise the new owner of the Premises of these GTC's, and we shall not be required to provide a refund to you or the new owner for Product sold to you once you have moved from the Premises. If the new owner does not engage us for the provision of Product to the Premises, you shall be deemed to have terminated this Agreement and all applicable termination fees shall apply.

9. Affirmative Covenants

You shall:

- a) execute and deliver all documents requested by us to confirm our title and ownership of the Company Equipment,
- b) promptly notify us of any maintenance issues with,
 - 1) damage to or loss of Equipment,
 - 2) changes to the Premises,
 - 3) the addition of appliances, or

- 4) an increase in the total cubic footage using Equipment (including, without limitation, resulting water damage, or damage to plumbing or other systems at the Premises)
- c) properly maintain all Equipment other than Company Equipment, including but not limited to the proper grounding and bonding of propane piping,
- d) arrange for protection of regulators, piping and Equipment from the elements (*i.e.*, accumulated snow, ice, debris, etc.) where applicable,
- e) always maintain at least 1 week's usage of Product in the Tank at the Premises

10. Negative Covenants

You shall not do any of the following:

- a) assign, pledge or otherwise convey any interest in and to the Company Equipment,
- b) damage or lose Company Equipment,
- c) add appliances or increase the total cubic footage that utilizes Company Equipment without notifying us (in writing) at least fifteen days (15) in advance, or
- d) use, manufacture, store, release or dispose of hazardous materials (whether or not on the Premises) on, under or near Equipment

11. Release and Indemnification; Limitation of Liability

You accept the risks inherent in the storage, installation, use, delivery and refueling of Equipment and Product on the Premises and hereby release us, waive any claims against us agree not to sue us and agree to indemnify, defend and hold us and our agents, directors, officers and employees harmless from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, our attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to,

- a) the death of any person, injury to or damage to the Premises (whether real or personal), in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, unauthorized service, installation, maintenance, lack of maintenance or removal of Equipment (including underground tanks and piping) or Product, including, without limitation, those damages and injuries resulting from or caused or effected by your actions or inactions, a third party or an act of God, except to the extent such damage or injury is directly caused by our sole gross negligence or willful misconduct,
- b) your breach of any provision of these GTC's,
- c) the existence, use, manufacture, storage, release, or disposal of hazardous materials by any person (whether or not on the Premises) on, under or near Equipment,
- d) the lack of or inadequate warning materials contained in the Product (including improper or inadequate amounts of odorization, improper use or type of odorant or "odorant fading"), your improper training or monitoring of its warning or training programs respecting odorization and/or the lack of warning on supplemental warning systems (such as gas detectors), and
- e) any return or repossession of Company Equipment by us or its designee, except to the extent directly caused by our gross negligence or willful misconduct

You agree that it is your sole and exclusive responsibility to monitor the propane usage and to request a delivery at least seven (7) business days in advance in order to prevent an out-of-gas situation. We will not be responsible for any damages that may result from an out-of-gas situation, including personal injuries or damage of any kind to property caused by or related in any way to the exhaustion of Product supply, including, but not limited to, frozen pipes or water damage. You acknowledge that it is your responsibility to monitor Product levels. We shall not be responsible for damage to the Premises or other property of yours or any other person due to Product supply interruption caused by your failure to notify us of modifications to the Premises, the addition of appliances, increase in living unit size, or your request for less Product than is required to fill Tanks to full capacity.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE GTC'S, WHETHER UNDER A THEORY OF TORT, CONTRACT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. YOU ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO, AND LOSS OR DAMAGE CAUSED BY, THE

PREMISES, THE EQUIPMENT AND/OR THE PRODUCT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. DISCLAIMER OF WARRANTIES.

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE SUPPLIED OR PERFORMED UNDER THESE GTC'S OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS IN THOSE STATES.

13. Insurance

You shall obtain and keep in force during the entire term of these GTC's, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Premises and the use of Product and Equipment thereon.

14. Unforeseeable Interruptions

Our obligation to perform under these GTC's shall be excused due to floods, fire, war, accidents, labor disturbance, any condition preventing safe access to Equipment, Product supply interruptions delays or shortages and any other causes beyond our control.

15. 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:
 - 1) the Service,
 - 2) any Company Equipment or equipment sold to you by us,
 - 3) this Agreement,
 - 4) Product delivered or sold by us, or
 - 5) the Safety Bulletin, advertisements, promotions, or other brochures or writings prepared by us in any way relating to the Product 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 15 and the applicable rules of JAMS/Endispute in effect at the time the Claim is filed. 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 of experience or a judge or retired judge and be appointed appointment of the arbitrators appointed by the parties. The arbitration shall take place in the state in which service is provided to you. In the event of a conflict between this Section 15 and the rules of the arbitration administrator, this Section 15 will govern. This Section 15 shall not apply to:
 - 1) Claims for payment of amounts due for Product purchases or equipment rental, including all applicable fees, late payment charges, returned check charges, and collection costs, or
 - 2) any Claim which you could bring as an individual in a small claims court or an equivalent court.
- 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 15.B 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. YOU ACKNOWLEDGE THAT YOU HAVE THE 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 WAIVES YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR A JURY, UPON ELECTION OF ARBITRATION BY YOU OR BY US. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM 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.

16. **Assignment; Successors.**

YOU SHALL NOT ASSIGN THIS AGREEMENT IN ANY RESPECT, BY OPERATION OF LAW OR OTHERWISE, WITHOUT OUR PRIOR WRITTEN CONSENT.

We may assign this Agreement and its rights and obligations under this Agreement at any time without notice to you. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. You represent that it has obtained all necessary approval from all applicable parties to legally bind you to the terms of this Agreement.

17. **Modifications.**

We may modify these GTC's, at any time and in our sole discretion, by providing you written notice of such changes. Unless otherwise provided, the modified terms will take effect after thirty (30) days of notice. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement. Your failure to terminate this Agreement within thirty (30) days after notice of such changes shall constitute your binding acceptance and agreement to the modification. The notice of change may be in the form of a bill insert or other written notification. By accepting delivery of Product or by paying any Fees, Charges, or rates, you will be deemed to have agreed to the change(s). These GTC's may not be modified orally.

18. **Miscellaneous.**

- A. Any provisions of these GTC's deemed unenforceable by an arbitrator or court of competent jurisdiction shall be modified and/or deleted, only in the arbitrator's or court's jurisdiction, to maintain the enforceability of these GTC's in a manner that best preserves the intent and purposes of the parties. This Agreement constitutes the entire Agreement and shall supplement all prior agreements between the parties hereto as to the matters addressed in this Agreement. In the event of a conflict between the terms of this Agreement, the terms of any Documentation or any other prior agreement between us and you either directly or through assignment, the terms and conditions of this Agreement shall prevail.
- B. Your obligations under Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- C. If you fail to perform any of your obligations under this Agreement, we shall have the right, in addition to any other remedy we may have, to adjust or disconnect any Equipment to stop withdrawal of Product from any the Equipment regardless of whether the Equipment is Company Equipment or Customer Equipment, to seek, in addition to monetary damages, any equitable remedy, including, without limitation, an action for specific performance or injunctive relief to effect such performance and you shall pay to us upon demand all of our reasonable costs and expenses in connection therewith (including reasonable attorneys' fees and court costs where such recovery is not otherwise prohibited by law). Reconnection or reestablishment of the ability to withdraw Product from the Equipment after disconnection or stoppage of the withdraw of Product due to your nonperformance of your obligations under this Agreement is subject to a Reconnection Charge.
- D. **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.**
- E. All notices shall be deemed given within three (3) business days after deposited in the mail or upon being sent, if by email.
- F. **THIS AGREEMENT IS A "FORWARD CONTRACT" AND COMPANY IS A "FORWARD CONTRACT MERCHANT."**

ADDENDUM #1

SCHEDULE OF CURRENT FEES AND CHARGES			
	FEE	MAXIMUM CHARGE	EXPLANATION
Charges to Established Service	Equipment Installation Fee	Defined in the installation Documentation between Company and Customer	Labor, material, and permits fees related to Equipment installation at the Premises
Delivery Related Charges	HazMat Fee/HazMat Delivery Charge or Regulatory Compliance Fee	Up to \$20.99 per Delivery	Offsets a portion Company cost incurred to comply with federal, state, and local government regulations
	Fuel Recovery Fee	Varies based on fuel costs	Added to each Product delivery and service call to help offset expenses incurred by Company in fueling its fleet of commercial vehicles.
	Off Route Delivery Charge or Special Delivery Charge	Up to \$350.00 per delivery	Customer requests an off-route delivery during normal business hours
	Emergency/Same Day Delivery Fee	Up to \$500.00 per delivery	Customer requests a delivery after normal business hours or same day delivery
	Re-Schedule Fee	Up to \$200.00	Assessed when a delivery or service call is scheduled and cannot be completed because the tank is inaccessible for a delivery or Customer is unavailable for the service call
Charges Related to Delinquent Accounts	Late Charge	Currently 1.5% per month of the average daily balance or a minimum charge of \$35.00, whichever is greater, subject to applicable law	Assessed when a Customer does not pay bill within the terms established
	Reconnection Charge	Up to \$250.00	Reconnection of service after tank lock out
Charges for Termination of Service	Cancellation Fee	Up to \$150.00 per Tank Additional \$300.00 for Underground Tanks	Charge for termination by Company or Customer; if Customer switches suppliers or if default by Customer of Customer's obligations
	Tank Removal Fee	Up to \$150.00 per hour per person (unless otherwise agreed upon between Company and Customer on work order)	Labor associated with disconnecting service or removing equipment when a Customer or the Company terminates service
	Tank Pump Out Fee	Up to \$150.00 per hour per person (unless otherwise agreed upon between Company and Customer on work order)	Covers cost to pump out a Company Tank that contains in excess of five percent and return the Tank to Company's inventory
	Tank/Equipment Rent	Varies based on Tank size and geographic location	Annual charge for use of Company Equipment which at the discretion of the Company may be prorated and billed monthly
	Tank Monitoring Fee	Up to \$199.00 annually	Annual charge for wireless tank monitoring which at the discretion of the Company may be prorated and billed monthly
Metered Service	Metered Residential Customer Charge	Up to \$15.00 per month	Minimum monthly charge for a metered customer
Miscellaneous	Service Work Charges	Up to \$150.00 per hour per person (unless otherwise agreed upon between Company and Customer on work order)	Labor and material fees necessary to adjust, modify or correct or install new Equipment
	Gas Check Fee	Up to \$99.00 or as agreed upon by the Company and Customer in the Documentation	Inspection of propane delivery system, excluding appliances
	Paper Invoice Fee	Up to \$2.99 per invoice	May be applied if Customer chooses to receive paper invoices, rather than enrolling in paperless billing, from Company.
	Credit Card Processing Fee	Varies based on amount permitted under applicable state laws	Charge that may be applied to process credit card transactions