



458 South Street
Pittsfield Ma. 01201
413-443-9191
info@liptonenergy.com
www.liptonenergy.com

Service and Supply Agreement

Name: _____ Date: _____

Email: _____ Phone: _____

Delivery Address: _____

City: _____ State: _____ Zip: _____

Billing Address (if different): _____

City: _____ State: _____ Zip: _____

Other Info: _____

I (We) certify that all information listed above is correct and current.
Customer agrees Lipton Energy may review credit status

Please fill in all known fuel types, usages, and other information of importance

Annual Usage: _____ **Tank Size:** _____ **Tank Location:** _____

Used for: _____

Other information/ Delivery Instructions: _____

Fees subject to change without notice. Customer is responsible for all taxes and local fees

Special delivery Fee: \$199.99 Unscheduled, Off-route, Afterhours, Etc.	Service Rate \$149.99 Afterhours Rate \$199.99	Meter Read fee \$9.99 For LP meter customers only (monthly)
Re-instate service/ leak check \$49.99 or 99.99 Afterhours	Trip Charge \$49.99 Afterhours \$99.99	Annual Tune Up \$300.00 (OIL) Tank Pick up Fee (LP) \$199.98

Customer agrees to pay any balance in full to Lipton Energy within thirty (30) days of invoice date. Customer shall pay finance charges that accrue on the unpaid balance outstanding for more than 30 days after invoice date at the rate of 1 ½ % per month (18% A.R.P) or the highest rate allowed by law. In the event Customers account is placed into collection, Customer agrees to pay all cost of collection, including attorney fees Customer agrees that any dealings between parties shall be governed by and interpreted in accordance with local and federal law.

Terms and Conditions

These terms and conditions are agreed upon by the Customer and Lipton Energy. All disputes to be resolved individually in binding arbitration or small claims court.

1. TERM: The "Term" of this agreement is for one full year from agreement date and will automatically renew on that same date every year after that for another year. Lipton Energy reserves the right to terminate this agreement at any time without prosecutions.

2. Propane Equipment: Lipton Energy will "lease" and/ or provide propane storage equipment including but not limited to, above or underground propane tank(s)/ cylinder(s), regulators, and other associated equipment required. Lipton Energy will make the determination what equipment is necessary based on relevant factors. Lipton Energy's equipment will always remain the property of Lipton Energy and will not become a fixture or part of the Customers real estate. A UCC-1 or similar may be established at any place a propane tank is installed. When selling the property, the Customer must inform Lipton Energy and the buyer of "leased" equipment on the property. If Lipton Energy is unable to retrieve its equipment the Customer will be responsible to pay retail market value for all equipment. Lipton Energy is not responsible for any excavation at any time or for the removal of an underground propane tank. It is the responsibility Customer to provide excavation for the installation and removal of any underground propane tank(s) as it is the request of the Customer. The customer agrees and understands that in the interest of safety all work done regardless of type to Lipton Energy's equipment is done by Lipton Energy exclusively. Any work done by others may result in serious safety violations, property damage, loss of life, and/ or termination of service. The Customer is responsible for the maintenance, repair, and compliance for all other equipment not "leased" from Lipton Energy. Lipton Energy is not nor will be held legally responsible for any equipment or property other than its own. If Customer owns his/ her propane tank and equipment it is the customers responsibility to keep it in compliance and in a safe operational condition to local and federal codes.

3. Lipton Energy Access: Customer agrees that Lipton Energy shall have unrestricted access to the property at any time (day or night) for the repair, service, or removal of Lipton Energy's equipment. Customer will be responsible for maintaining access to Lipton Energy equipment for service, delivery, repair, and removal. If the Customer suspects damage or experiences and issue with Lipton Energy's equipment he/ she report it to Lipton Energy immediately.

4. Limitation of Liability: Under no circumstances will Lipton Energy be liable for incidental, consequential, or special damages. This limitation applies regardless of whether a claim or remedy is sought in contract, tort or otherwise, Lipton Energy is not liable for any loss sustained by the Customer as a result of the exhaustion of your propane supply regardless of delivery type or the supply of any other product provided, including without limitation, damage to the Customer's home or personal property resulting from water damage from frozen pipes, further Lipton Energy is not liable for damages to the septic system, driveway, lawn and/or landscaping, among other things, if equipment must travel over the lawn, driveway, etc. When initiating service, performing repairs, or removing equipment.

5. Disclaimer of Warranties: Lipton Energy makes no representations or warranties either expressed or implied, with respect to any propane or other product sold, tank(s), and/ or related equipment or service performed under this agreement or any prior agreement or understanding, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. All products sold, service rendered and/ or equipment sold or leased to you are sold or provided to you "as is".

6. Excused Performance: Lipton Energy will not be responsible for any delays or damages caused by events or circumstances beyond its control, including without limitation, acts of God, fire, storms, floods, labor dispute, wars, hostilities, terrorism, compliance with laws and/ or regulations, the inability to obtain product or equipment from its customary suppliers or terminal or refinery or pipeline disruptions, allocations programs or lack of or inadequate facilities. Product is subject to any and all taxes and delivery fees required by authorities having jurisdiction and governmental laws, also subject to change without notice to accommodate shifting external and internal circumstances. Under any of these or similar circumstances, Lipton Energy may allocate products and equipment among its customers in any manner that Lipton Energy in its sole judgment, deems reasonable under the circumstances.

7. Delivery Schedules: "Automatic" deliveries are based on degree days, appliances used, prior history, and/ or other factors in forecasting. To ensure timely deliveries and accuracy please notify the office of any changes to appliances, house, or anything that may directly or in directly change your usage.

"Will Call" deliveries are the responsibility of the Customer to call in to the office a timely matter to schedule the delivery before exhausting the fuel supply. Deliveries may take up to seven (7) business days for the time the call was received. Additional charges may apply if the Customer fails to meet these requirements.

Customer acknowledges and agrees to this service and supply agreement and all the terms and conditions

I Authorize Lipton Energy to Charge My Credit and/ or Debit Card for Auto Payments, Initial: _____

Customer Signature: _____ Print Name: _____ Date: _____