Allaround Propane Lease Agreement & PAY-AS-YOU-USE Program

3991 Highway 64

Fruitland, NM 87416

505-598-5660

This Propane Supply Agreement and Equipment Lease is made between Allaround Propane and (customer name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Main Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Program Application**. The terms and conditions outlined in the Program Application are incorporated herein and made a part of this agreement.
2. **Equipment.** Allaround Propane will lease to and provide customer with a propane tank & a monitor, which in Allaround’s discretion is necessary to provide excellent pay-as-you-use service.
3. **Security Deposit.** Customer agrees to pay Allaround Propane a refundable $150.00 Monitor Security Deposit. This deposit will be used for nonpayment of propane and/or damage to the monitor. Deposit will be refunded upon termination of this contract. (The security deposit may be credited from the customers buy-back [4] if >50% is in tank.)
	1. Customer understands that inability or refusal to pay for propane used, or damage to the monitor will result in loss of security deposit and monitor being taken off tank and customer will no longer be on this program. The tank will also be locked until paid in full, or the gas will be pumped out. If customer wants back on the program a refundable security deposit of $200 will be required.
4. **Buy-Back.** If Customer is already leasing a tank from Allaround Propane, Allaround will “Buy-Back” the propane remaining in the tank (*that has already been paid for*) at time of installation of monitor and/or signs the contract.
5. **Fees, Rates, & Charges.** The customer agrees to pay Allaround Propane’s fees, rates and charges in effect 15 days after the bill is received*.* The customer agrees to pay a $10 monthly service charge as well as the propane used each month.  *If the customer has an outstanding balance at the end of 30 days, a charge of 1.5% will be added to the bill each month until the bill is paid in full.* Customer agrees to pay all fees associated with court costs, should Allaround Propane take a customer to court for lack of payment.
6. **Propane Purchase and Supply.** Customer agrees that the propane delivered by Allaround Propane will remain Allaround Propane’s gas until it is used by the customer. The customer will be billed monthly for the gas used. Allaround Propane reserves the right to “Pump-out” any gas not used, or “Lock-out” the tank if the customer refuses to make payments within a timely manner. There will be a $85 **reconnection fee** if your tank has been locked-out.
7. **Termination.** Either party may terminate this agreement at any time by giving the other party thirty (30) days notice. Allaround Propane may terminate this agreement at any time with proper notice to the customer if the customer fails to satisfy the terms and conditions of this agreement. Customer agrees to pay $85 pick up fee for tanks picked up before 2 years. If the Security deposit [3] has not been used, it may be applied to this payment.
8. **Exhaustion of Propane.** Allaround Propane has no way of knowing how much propane you are using. This is where the monitor comes in. Due to varied patterns of usage by the Customer, including but not limited to, adding or subtracting appliances, periods of absence, various forms of conservation, periods of increased usage due to cold weather, or increase in family members in a household, propane usage varies. Thanks to the monitor and Pay-As-You-Go program you, the customer, no longer has to worry about checking your tanks’ percentage, because we will do that for you. This will eliminate the stress of running out of gas and leak checks performed by Allaround Propane.
9. **Customer Portal.** For our customers to be more at ease with their services, we provide a customer portal account in which they are able to view their own propane usage and see their percentage. In order to make this possible, customer must provide a valid email.
10. **General conditions regarding equipment.**

**(A). Title to equipment.** The equipment provided by Allaround Propane to customer(s) will at all times remain the property of Allaround propane and will not become a fixture or a part of the customer(s) real property.

**(B).** **Access to Equipment**. Allaround Propane may, upon notice (Written, phone or by personal contact), enter Customers property to deliver propane or install, repair, service or remove the Equipment provided to the customer by Allaround Propane or to perform any other service that it deems necessary under this Agreement. Customer agrees to provide Allaround Propane with safe, free and unimpeded access to the tank or cylinder and related Equipment, free of ice, snow, mud, dogs and other debris.

**(C).** **Modifications to Equipment.** Customer will not allow anyone to make adjustments to, or remove the equipment.

**(D). Shut off Requirement.** During the term of this agreement and any extension hereto, the Customer agrees not to install any furnace, water heater or other propane gas consuming appliance that does not have a 100% shut off device. A 100% safety shut off device means that in the case of a pilot failure, the main burner valve will completely close. In any case, Allaround Propane must be notified.

**(E).** **Damage to Equipment.** Customer will be responsible for any and all damages to the equipment herein leased during the term of this lease and any extensions of this lease. Customer will notify Allaround Propane immediately if the equipment is damaged or malfunctions or if the customer experiences any problems with the equipment. **The customer shall not disconnect the yard line from the tank to hook up a 20#, 30#, 40#, 100#, or any other bottle(s). If the tank has been disconnected to do so, Allaround Propane reserves the right to terminate the contract and pick up the tank. The customer shall not remove any labeling or paint on said equipment.** Customer agrees to pay $200 for any damage to the tank monitor.

**(F) Access to Appliances.** Allaround Propane shall be provided access at all reasonable times to all propane gas consuming appliances and Equipment connected to the storage tank system for purposes of inspection. Allaround Propane shall have the right to refuse to connect or to disconnect from any appliance or gas Equipment deemed unsafe for use with propane. Allaround Propane shall not be liable for such acts or failures to act, nor for the subsequent use of propane in connection with said appliances and Equipment.

1. **Limitation to Liability.** Under no circumstances will Allaround Propane be liable for incidental, consequential, or special damages, including without limitation, lost profits and business interruption damages. This limitation will apply regardless of whether a claim is made or remedy is sought under contract, tort or product liability claim.

Customers herby acknowledge receipt of a copy of the foregoing agreement along with the terms and conditions set forth in the pay-as-you-use application. By this execution the Customer accepts the terms and conditions of this agreement.

Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Force Majeure.** Allaround Propane will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control including without limitation; acts of God, fire, storms, floods, labor disputes, compliance with laws or regulations, Allaround Propane’s inability to obtain propane equipment from its customary suppliers, terminal, refinery, or pipeline disruptions, allocations, or allocation programs, or lack of inadequate transportation facilities. Under any of these circumstances, Allaround Propane may allocate Propane and equipment among its customers in any manner Allaround Propane in its sole judgement deems reasonable.
2. **Assignment.** Customer acknowledges that this agreement is not assignable by the customer without the prior written consent of Allaround Propane and that the

equipment may not be moved from the customer’s premises or from the original installation location without the prior written consent of Allaround Propane.

1. **Indemnifications.** The customer agrees to indemnify and hold Allaround Propane harmless from and against any and all claims, liabilities, damages, and expenses directly arising out of or in connection with the customers possession and control, storage, use or handling of the equipment and the propane delivered to it pursuant to the terms of this agreement, unless such claims, liabilities, damages or expenses are directly caused by the negligent omission or commission of Allaround Propane or their agents/employees.