

Crossing Consortium

Propane Purchase Agreement

Between

_____ “Customer” and

AmeriGas Propane, L.P., doing business as Cress Gas, “Supplier”.

Tank Owned by:	<input checked="" type="checkbox"/> Supplier	<input type="checkbox"/> Customer
<input type="checkbox"/> Heat (Pri)	<input type="checkbox"/> Heat (Bkup)	<input type="checkbox"/> Cooking
<input type="checkbox"/> Fireplace	<input type="checkbox"/> Generator	<input type="checkbox"/> Pool
<input type="checkbox"/> Dryer	<input type="checkbox"/> Hot Water	_____ gal

Term. This Agreement shall be effective from May 15 20 19 to May 15 20 20 and will automatically renew each year providing Supplier is selected by the Consortium for the renewal year. If Supplier is not selected by the Consortium this agreement is automatically terminated.

Propane Price. Supplier agrees to a fixed price of \$ 1.61 per gallon (“Consortium Price”) for propane delivered during the initial year. The Consortium Price shall be set each subsequent year that Supplier is selected by the Consortium. Customer shall not be charged any additional fees nor entitled to any other discounts.

Sole supplier. Customer shall purchase 100% of all propane from Supplier during the term hereof except in the case where Customer owns the gas tank(s) and experiences an out-of-gas condition which Supplier does not remedy within 6 hours of notice thereof.

All Uses. Customer shall inform Supplier of all uses of the propane and shall communicate any changes in usage or appliances using propane to Supplier within 30 days of any such change.

Propane Delivery Protection. Supplier will monitor Customer’s propane usage and maintain an adequate supply of propane in Customers tank(s) providing that Customer’s account is current. Customer will accept and pay for all deliveries of propane from Supplier pursuant to its automatic delivery system. Supplier’s automated delivery system shall cause a tank to be promptly replenished when it determines the tank to be 60% depleted. In the event that Supplier should fail to keep an adequate level of propane resulting in an out-of-gas condition, Customer will be entitled to a \$50 credit.

Good Standing. To be extended Consortium Pricing, Customer must keep account current with Supplier and otherwise comply with the terms of this Agreement.

Tank Rent. If Customer is leasing one or more tank(s)/cylinders from Supplier, tank rent will be charged at Supplier’s current tank rental rates if Customer fails to purchase a quantity of propane equal to or greater than 50% of the aggregate water capacity of all of the leased tanks.

Inspection. Within 12 months of this initial Agreement, and then no less often than the interval required by the relevant Pennsylvania code, Supplier will inspect tank including cathodic testing if an underground tank is so equipped, providing that, in the case of Customer-owned tank, Supplier has been the sole continuous supplier during such period.

Termination. This Agreement will terminate immediately if Customer is in default or past due on amounts owed to Supplier, providing Supplier has made a good faith effort to collect any such amounts. In such case, Supplier has the right to remove from Customer’s tank any propane not paid for, which pump-out labor costs will be charged to the delinquent customer. Other than for a transfer of the property on which the tank is located, in which case Customer will provide Supplier a 30 day notice, this Agreement may not be terminated except for breach or if Supplier determines, in its sole discretion, that a condition exists that poses a health or safety threat, provided that Customer has been given a 15 (fifteen) day notice to rectify any such condition.

Existing Agreements. This Agreement is intended to supplement any new or existing propane supply and/or equipment lease agreements with Supplier. To the extent that this agreement is inconsistent with the terms of any other agreement between Supplier and Customer, the terms of this Agreement shall prevail. Upon termination of this Agreement, any existing propane supply and/or equipment lease agreements with Supplier will remain in force.

Intending to be legally bound, the parties affix their signatures hereto:

Customer

Supplier

Date

Date

Name: _____

Email: _____

Delivery Address: _____

Phone: _____

Mailing Address: _____