K-Gas Propane, Inc.
2770 Feather River Blvd., Oroville, CA 95965
Phone: 530-532-9366 Fax: 530-533-1756
Email: info@kgaspropane.com
Business Hours: Monday through Friday, 8:00 a.m. through 5:00 p.m.

Propane Supply Agreement

This Propane Supply Agreement is between **K-Gas Propane, Inc. (K-GAS)** and **Responsible Paying Party (Customer)**:

CUSTOMER INFORMATION

Name: _____ **DOB:** _____

Delivery Address: _____ **Cell:** _____

City: _____ **Zip:** _____ **Home:** _____

Mailing Address (if different from above): _____

Additional Contact Person and Phone: _____

Email Address(es): _____

ACCOUNT OPTIONS

I wish to sign up for: ☐ **Emailed Invoices** ☐ **Emailed Statements** ☐ **Auto Pay**

☐ **Military, Police & Firefighter Discount** **Proof with ID required*

PLEASE SELECT ALL THAT APPLY:

☐ **Primary Home** *(sales tax exempt)*
☐ **Business/Commercial** *(sales tax applies)*
☐ **Rental Property** *(sales tax exempt)*
☐ **2nd Home** *(sales tax applies)*
☐ **Agriculture** *(sales tax exempt)*

Ownership: ☐ **Own Home** ☐ **Rent Home**

If applicable, Property Owner or Manager contact information: _____

DELIVERY AUTHORIZATION

Delivery Authorization: I hereby authorize the following delivery status. I will notify K-Gas if I wish to change this status. I understand that K-Gas reserves the right to change this status due to a delinquent account. **Please choose ONE service below by initialing:**

_____ INITIALS

Regular Service: With our automatic delivery service, K-Gas will monitor propane levels and schedule delivery when the tank reaches approximately 25%. In the event your tank runs empty, your service will be restarted at no additional cost, including the required leak and safety inspection test. I authorize K-Gas to automatically deliver propane when my tank reaches approximately 25%. I understand that if I decline a delivery or my account becomes delinquent, my account will be placed on Will Call status.

_____ INITIALS

Will Call: I understand that it is my responsibility to monitor my tank gauge and contact K-Gas to schedule a delivery before the level drops below 25%. I acknowledge that deliveries may take 7–10 business days. I understand there will be additional fees if I should run out of propane and need the required leak and safety inspection test to be put back into service.

_____ INITIALS

Will Call Prepay: I understand that it is my responsibility to monitor my tank gauge and contact K-Gas to schedule a delivery before the level drops below 25%. I understand that my delivery will need to be paid beforehand and that it may take 7–10 business days. I understand there will be additional fees if I should run out of propane and need the required leak and safety inspection test to be put back into service.

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TANK INFORMATION

☐ **Customer Owned Tank** Tank Size: _____

☐ **Check Here to Lease Tank**

Tank Size: _____

Annual Lease Fee: _____

To be completed after tank set:

Tank Manufacturer: _____

Tank Serial: _____

Leased Equipment: For safety and liability reasons, Customer agrees that only K-Gas will service and deliver propane to our leased equipment. We reserve the right to lock off or pick up said leased tank due to delinquent account status, account inactivity, or if the tank is serviced by another company. K-Gas needs access to the leased equipment at all times. The annual lease is non-refundable. If K-Gas is required to retrieve leased equipment, additional fees may apply. We **do not** refund for fuel left in tank.

Purchase of Leased Equipment: If you decide within the first year that you wish to purchase the tank, we will credit back the paid first year's lease amount toward the purchase. If you wish to purchase the tank after the first year, you will not receive credit back for any previously paid rent.

PROPANE USAGE

☐ **Heat** ☐ **Hot Water** ☐ **Cook Top/Range** ☐ **Dryer** ☐ **Generator**

☐ **Pool** ☐ **Spa** ☐ **LP Fireplace** ***Other heat source:*** ☐ **Wood Stove** ☐ **Pellet Stove**

NOTE: If you heat with wood or a pellet stove, be sure to let us know if you run out of these resources and start using propane heat as this will affect our scheduling.

DELIVERY INSTRUCTIONS

GATE CODE or PROVIDE GATE KEY: _____

_____

TERMS & CONDITIONS

Payment Terms: Net 30: Payment is due in full within thirty (30) days of delivery. Please pay from the invoice that the driver leaves. A reminder statement will be sent at the end of each month if the invoice remains unpaid. We reserve the right to require Customer to pay for propane deliveries or services in advance or on a C.O.D. (collect on delivery) status in certain instances. **All fuel sales are final.**

Late & Collection Fees: Delinquent accounts will be assessed a finance charge as shown on our statements of 1.5% per month and are subject to additional late fees. Overdue accounts placed with our collection agency are subject to credit reporting**.** Customer agrees to pay all costs we incur, including attorneys' fees if applicable, as a result of trying to collect on an outstanding debt to us.

Out of Gas Situations or Interruptions in Service: Any time there is an out of gas situation or an interruption in service we are required to perform a complete system safety and leak check. In order to deliver, an adult must be present as we must enter the residence to complete the test, check all propane appliances and relight any pilot lights. There is a charge if you run yourself out of propane. If we arrive and no adult is present, delivery and/or services may not be completed and additional trip charges may apply.

Special Trip & Service Charge: In order to minimize costs and maximize efficiency, we do our best to accommodate Customer service requests when we are scheduled in the area. I understand there may be a charge for service work performed by K-Gas. I also understand that there may be additional fees if I request an immediate delivery or service work, during business hours or after hours, based on K-Gas availability. Service charges and fees can vary greatly due to the distance involved and/or the time required for servicing the request.

Refusal of Service: K-Gas reserves the right to refuse service to anyone.

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Propane System Maintenance and Repair: With the exception of the leased propane tank, Customer is responsible for the maintenance and repair of Customer's entire propane system. This includes the regulator and pigtail.

New Customers & New Equipment Installation: When installing equipment or when starting new service, we will perform a leak check of the Customer's propane system and document all appliances. We will not place the equipment in service until satisfied that the leak check has been successfully completed. If we have previously serviced an address, as long as there has been no interruption in service and the Customer is not out of gas, we will complete a visual inspection to ensure there have been no changes in appliances since we serviced it last. Any out of gas situation requires another leak check.

Minimum Delivery: The minimum for a delivery is 100 gallons. We reserve the right to charge a different rate if your tank does not take the minimum delivery.

SAFETY INFORMATION

- For your safety, propane has an odor added so you can detect leaks. It smells similar to rotten eggs, a skunk's spray or a dead animal. Upon request, K-Gas can provide you with a brochure that includes a "scratch & sniff" test to demonstrate if unsure.
- If you smell propane and suspect a leak, put out all smoking materials and any other open flames. Do not light matches. Do not operate any appliances, switches or thermostats. Get everyone outside and away from gas equipment. Shut off the gas supply using the shut-off valve at the tank or cylinder. Stay outside and use your cell phone to call K-Gas at 530-532-9366.
- Any failed system will be red tagged and the fuel supply turned off until proper repairs are made. In order for us to restore service, a passing pressure test must be performed and the equipment deemed safe again.
- If you experience an out of gas situation you should close the service valve on the propane tank by turning the valve under the tank lid to the right, as you would to turn off a water faucet. Shut off all appliances and contact your propane supplier. In compliance with federal and state regulations, a pressure test will be conducted to check for leaks before the system is restored.

ACCESS TO EQUIPMENT & PROPOSITION 65

Access to Equipment: The Customer agrees that K-Gas has, without prior notice, an irrevocable right of entry and exit to Customer's property to deliver propane or to install, repair, service, or remove the Leased Equipment, or to perform any other services that it deems necessary. Customer agrees to provide K-Gas with safe, free and unimpeded access to the Leased Equipment, including, but not limited to, access free of ice, snow, water, mud and other hazards, as well as to provide a driveway that is sufficiently sturdy to withstand the weight of a filled propane truck. Customer will mark or otherwise identify the location of septic systems, leach fields, underground ponds and similar underground features as necessary to install the Leased Equipment, perform services and make deliveries. The Customer agrees that K-Gas has no obligation to contact Customer to request access to the Equipment, but instead may suspend service until Customer has provided access as required by this agreement. Customer agrees to promptly surrender Leased Equipment to K-Gas when Customer or K-Gas terminates the relationship for any reason.

Proposition 65 Public Warning: The Safe Drinking Water and Toxic Enforcement Act of 1986, commonly referred to as Proposition 65, requires California businesses to warn the public of potential exposures to harmful chemicals which could result from the products they use, make or distribute. K-Gas facilities store and distribute propane to retail Customers for various uses. Propane itself is not a listed "Proposition 65 Chemical", but the combustion of propane in appliances, such as cook stoves, heating systems and vehicles using propane, creates harmful chemicals including carbon monoxide, benzene, formaldehyde, and acetaldehyde, all chemicals known to the State to cause cancer, birth defects or reproductive harm. K-Gas encourages all Customers to use propane safely. Read and follow appliance manufacturer's instructions on the use, care and maintenance of propane appliances and equipment. Proper ventilation and frequent inspection of propane appliances and equipment by qualified technicians are highly recommended. A warning odorant is added to propane so leaks of unburned gas can be quickly detected. If a gas odor is detected contact K-Gas immediately.

ACKNOWLEDGMENT

I acknowledge that I have read and understand the information and safety warnings stated above, and I agree to the stated terms.

Customer's Signature: _____ **Date:** _____

We appreciate your business and look forward to many years of continued service.

OFFICE USE: ***Route/Zone*** _____ ***Account #*** _____