

DISTRICT NO.  
7088

# RESIDENTIAL CUSTOMER AGREEMENT

This Residential Customer Agreement is between AmeriGas ("Company") and the Customer identified below ("Customer"). This Agreement, together with Company's Terms and Conditions for Residential Customers, which are below and incorporated herein by reference, constitute a binding agreement between Company and Customer. The Initial Term of this Agreement is three (3) years from the date signed below and **WILL AUTOMATICALLY RENEW MONTH-TO-MONTH THEREAFTER** unless notice of non-renewal is provided as described in Section 2 of the Terms and Conditions.

## 1. CUSTOMER BILLING AND CONTACT INFORMATION:

Customer: JENNIFER SARGENT                      Mobile Ph: 6065734080                      Other Ph:  
E-Mail: LAWSANDPRYOR@HOTMAIL.COM  
Mailing Address: 32 PO BOX                      City: LOYALL                      State: KY      Zip: 40854-0032

## 2. CUSTOMER INSTALLATION AND PROPANE DELIVERY ADDRESS (IF DIFFERENT THAN ABOVE):

Delivery Address: 15 BAILEY LOOP      City: LOYALL                      State: KY      Zip: 40854-0032

3. DELIVERY OPTIONS:     Worry-Free Automatic Delivery     Will Call     Other

## 4. IS CUSTOMER LEASING EQUIPMENT FROM COMPANY?

Yes     No    If No, Customer affirms that Customer owns the propane-related equipment at its location(s).

If Customer is leasing equipment, Customer will be charged Tank Rent. Tank Rent may be a fixed amount or subject to minimum usage requirements, and may vary depending upon the size of the leased tank. The first year's rental amount will be provided to you in advance of installation and listed on your invoice. See Section 4 in the Terms and Conditions that discusses Leased Equipment.

By typing my name next to "Customer Electronic Signature" below, I understand that I am submitting an electronic signature on behalf of Customer and intending to bind Customer, which is legally equivalent to submitting a document signed by hand. By clicking the "ACCEPT" button below, I represent that the above information is correct, and that Customer has REVIEWED, UNDERSTANDS, AND ACCEPTS COMPANY'S TERMS AND CONDITIONS (available by scrolling below). The Terms and Conditions describe, among other things, Customer's rights and responsibilities relating to propane service and Leased Equipment, as well as prices, fees, rates, charges, payment terms and dispute resolution. The Terms and Conditions may be amended from time to time. This Agreement incorporates the Company's Terms and Conditions, which will be effective as of the date of Customer's electronic signature below. Customer agrees to sign this Agreement electronically:

**CUSTOMER ELECTRONIC SIGNATURE:** Jennifer Sergent

**DATE:** 11/23/2021

- The AmeriGas Family of Companies -

**SIGN UP TODAY TO MANAGE YOUR PROPANE ACCOUNT ONLINE AT MYAMERIGAS.COM**  
PAY A BILL • SCHEDULE A DELIVERY • REVIEW PAST DELIVERIES

ResidentialCustomerAgreement (rev. 11.05.2021)

The AmeriGas revised terms and conditions for residential customers are set forth below and are effective November 5, 2021. Please read this carefully, as it is intended to modify and/or replace all prior agreements and governs your (also referred to as "Customer" or "you") relationship with AmeriGas Propane, L.P. (also referred to as "AmeriGas", "Company", "us", "we", and "our").

## **TERMS AND CONDITIONS FOR ONGOING PROPANE-RELATED SERVICES AND EQUIPMENT RENTAL – RESIDENTIAL CUSTOMERS**

**1. ACCEPTANCE OF THESE TERMS AND CONDITIONS.** By accepting or requesting propane delivery or propane-related services from Company, you agree to these revised Terms and Conditions in their entirety. Unless your propane supply agreement with Company does not permit modification, this shall serve as a notice of termination of your previous agreement and an offer to do business under these Terms and Conditions. If you find these Terms and Conditions unacceptable, you may reject this offer by terminating your service.

THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS DESCRIBED IN SECTION 16.

**2. TERM.** Your term is the period of time for which you have agreed to maintain service with us. If you did not sign a customer agreement, your term will be three years from the date on which you began service with Company by receiving your first delivery of propane (the "Initial Term") and **WILL AUTOMATICALLY RENEW MONTH-TO-MONTH THEREAFTER** (each a "Renewal Term") unless either you or Company provides the other with advance written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Your notice of non-renewal can be provided to Company in any of the following ways: (1) by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service; (2) by telephone at 1-800-AmeriGas; or (3) by email at [Customercare@amerigas.com](mailto:Customercare@amerigas.com).

**3. SAFETY INFORMATION.** Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information or would like an additional copy, please visit us at [www.AmeriGas.com/safety](http://www.AmeriGas.com/safety) or you can contact us toll-free at **1-800-AmeriGas (1-800-263-7442)** and we will mail or e-mail it to you. We recommend you regularly visit [AmeriGas.com/safety](http://www.AmeriGas.com/safety) to view those and other important safety warnings. **If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately evacuate the premises and dial 9-1-1. You should also contact 1-800-AmeriGas. We recommend purchasing a LP gas detector and a Carbon Monoxide detector.**

### **4. LEASED EQUIPMENT.**

**A. General Provisions.** Company will lease and provide to you a propane storage tank or cylinder, first stage or twin-stage regulator(s) (unless otherwise agreed in writing), and, if applicable in Company's sole discretion, Company may lease and provide to you a tank monitor or propane meter (collectively "Leased Equipment"). Unless you and Company otherwise agree in writing, Leased Equipment does not include any equipment beyond the first stage or twin-stage regulator, including the propane lines. In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without our written permission. You will notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. **Only propane sold by Company will be used with Leased Equipment.** You agree that if you sell your residence, you will notify Company at least thirty (30) days in advance and will inform the buyer that Leased Equipment is owned by Company. Leased Equipment will at all times remain the property of Company and will not become a fixture or a part of your real property. You agree to promptly surrender to Company all Leased Equipment upon termination of service.

**B. Tank Rent.** You agree to pay Tank Rent once per year while the Leased Equipment is installed at your residence. The amount of Tank Rent can vary depending on, among other things, the size of the tank, the location of the residence, and your annual usage. Please contact 1-800-AmeriGas if you have questions about the Tank Rent that is applicable to you.

**C. Access to Equipment for Delivery and Service.** Company will have an irrevocable right to enter your property without prior notice for deliveries of propane and servicing or removal of Leased Equipment. You agree to provide Company with safe and unimpeded access to it, including but not limited to, access free of ice, snow, water, pets, and other hazards, and you will ensure that entry gates are unlocked prior to delivery. You will mark and identify the location of septic systems, leach pits, underground ponds and similar underground features.

**D. Propane Meters.** If you have a Company propane meter installed in connection with any Leased Equipment, you will be billed for your monthly propane usage. Company reserves the right to bill you based on an estimated usage amount, and then later take an actual reading, after which: (i) you will receive a credit to the extent that your estimated billed usage amount exceeds the actual usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 6(B) below applies to customers who have meters.

## 5. PROPANE SERVICE, MAINTENANCE, AND DELIVERY.

**A. General Conditions.** Company may choose not to deliver propane or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, Company's employees, your property, or the public. You agree that Company may lock off your equipment, the Leased Equipment, and/or suspend service if Company believes an unsafe condition exists.

**B. Delivery Options.** Company offers two types of propane delivery:

- **Automatic** - Under this worry-free delivery option, Company will make deliveries to you on either a fixed-cycle basis or upon a number of forecasting factors, including temperatures and usage patterns. To ensure accurate forecasting, please update Company with any changes in your usage, including but not limited to, the number and type of appliances you use. If you have a residence that is not occupied year-round, please see Section 15 for further information about this delivery option.
- **Will Call** - Under this delivery option, Company will deliver propane only after you request a delivery. Company recommends you order a delivery when your tank is approximately 30% full to ensure a timely delivery. Most Will Call deliveries are made within 5-10 business days after you place an order. Weather and other factors may affect delivery times. Company assesses a Will Call Convenience Fee per delivery unless you place an order online using your MyAmeriGas account. If you would like to place an order online, please visit [www.myamerigas.com](http://www.myamerigas.com) to set up a MyAmeriGas account. Expedited delivery requests may be assessed an Expedited Delivery Fee or an Emergency Delivery Fee. For more information about these fees, see Section 6B.

**C. Propane System Maintenance and Repair.** You are responsible for the maintenance and repair of all equipment that you own ("Customer-Owned Equipment"), including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a leak check.

## 6. PRICING, FEES, AND CHARGES.

**A. Price.** Unless you enter into a fixed-pricing agreement with us you agree to pay Company's price per gallon of propane in effect when you place an order or for Automatic deliveries, on the date of delivery. This price is set by the Company, and includes, among other things, our taxes, our costs to procure the propane, freight and transportation. Your price per gallon may vary depending upon the volume of propane you purchase, customer classification, propane tank ownership, and competitive conditions. We encourage you to review information on our website or contact 1-800-AmeriGas to discuss which pricing options may be best for your needs and to receive current pricing information, as prices change frequently and without prior notice.

**B. Current Fees and Charges.** Company may apply other fees and charges depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact 1-800-AmeriGas for specific questions and updated amount information. **THE FEES AND CHARGES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES AND CHARGES AT ANY TIME AND WITHOUT PRIOR NOTICE.**

- **Early Termination Fee** - You have received certain benefits from Company in exchange for your service commitment. If you terminate propane service with Company prior to the end of the Initial Term, Company will charge you an Early Termination Fee of \$149.99.
- **Fuel Recovery Fee** - This fee, which is assessed on propane deliveries, helps to offset the significant expense incurred by Company in fueling its fleet of motor vehicles. This fee fluctuates on a monthly basis as Company's cost of fuel fluctuates. For current Fuel Recovery Fee information, please contact 1-800-AmeriGas or visit Company's website.
- **HazMat & Safety Compliance Fee** - This fee is assessed on propane deliveries and helps to offset the costs Company incurs to comply with federal, state and local government regulations, such as those relating to hazardous materials, homeland security, emergency preparedness, workplace safety and related administrative costs. It is also used to fund, in part, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance. This fee is \$11.99 per delivery.
- **Leak Check Charge** - This charge is applied when Company performs a leak check to verify that the propane system does not have a leak. This test is required by law under certain circumstances, which may include: when new piping is installed, if the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected. Please contact 1-800-AmeriGas for specifics on when a leak check is required and the current charge.
- **Meter Fee** - This fee applies if your propane usage is measured by a Company-owned meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. This fee is \$11.99 per month.
- **Tank Pickup Fee** - Upon termination of service, Company will remove any Company-owned tank on your property. The charge for removal of standard above-ground tanks is \$149.99. The charges for removal of underground Company-owned tanks are described in Section 14.
- **Reconnect Charge** - If your tank is locked off by Company due to nonpayment, this charge will be assessed to remove the lock, perform a leak check and put your propane system back into service. This charge is \$79.99.
- **Returned Check Fee** - This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with the return of a customer check for insufficient funds. This fee is \$33.00.
- **Service Dispatch Charge** - This applies when a service technician is requested to perform diagnostic or other service work on Customer-Owned Equipment. This charge is \$69.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required.
- **Expedited Delivery Fee** - This applies when a customer enrolled in the Will Call delivery option requests a delivery within three (3)

days or if any customer requests non-emergency service after business hours or on weekends. This fee is \$200.00.

- **Emergency Delivery Fee** - This applies when a customer enrolled in the Will Call delivery option requests a delivery within one (1) day. This fee is \$300.00.
- **Will Call Convenience Fee** - This applies to customers enrolled in the Will Call delivery option and is charged for each Will Call delivery that is not ordered online. Eligible customers may avoid this fee by switching to Automatic delivery or placing an order online using your MyAmeriGas account. The fee is \$7.99 per delivery.
- **Underground Tank Removal** - See Section 14.
- **Late Fees** - See Section 7.
- **Tank Rent** - See Section 4B.

**7. PAYMENT TERMS AND LATE FEES.** If you have received credit terms from Company, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. You agree to pay the invoiced amount on or before the due date indicated on the invoice. If you dispute an invoice, you must contact 1-800-AmeriGas within thirty (30) days of receipt. If you fail to timely pay all amounts owed to Company, Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. If you fail to make a payment on your outstanding amount owed, Company may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment. If Company places a lock on Leased Equipment, all amounts outstanding (including the applicable Reconnect Charge) must be paid in full before service will be restored. Company may at any time require you to pay for propane deliveries or services in advance, to post a cash deposit, or to provide other forms of credit enhancement. Company may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against the outstanding balance. **Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than three months, or you will pay up to 1.5% per month of the payment amount that is past due.**

**8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY YOU, OR ANYONE TO WHOM YOU ASSIGN YOUR RIGHTS, AS A RESULT OF THE EXHAUSTION OF YOUR PROPANE SUPPLY, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME, REAL PROPERTY OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.**

**9. DISCLAIMER OF WARRANTIES.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/ OR RELATED EQUIPMENT, INCLUDING LEASED EQUIPMENT, OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL PRODUCTS AND GOODS DELIVERED AS IS. SOME STATES (SUCH AS CT, KS, ME, MS, NH, WA, MA, AND WV) MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF SO, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**10. INDEMNIFICATION.** Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

**11. TERMINATION OF PROPANE SERVICE.** Unless otherwise specified, and subject to any volume commitment agreement, **YOU MAY TERMINATE YOUR PROPANE SERVICE UPON THE PROVISION OF THIRTY (30) DAYS PRIOR NOTICE TO COMPANY. IF YOU TERMINATE SERVICE PRIOR TO THE END OF THE INITIAL TERM, COMPANY WILL CHARGE YOU AN EARLY TERMINATION FEE OF \$149.99. COMPANY MAY TERMINATE YOUR PROPANE SERVICE PRIOR TO THE END OF THE INITIAL TERM UPON THE PROVISION OF THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO YOU.**

- For customers with Leased Equipment, upon termination, in order to remove Leased Equipment Company will charge you a Tank Pickup Fee for a standard above-ground tank or the charges described in Section 14 for underground tanks.
- Company will repurchase the propane remaining in Leased Equipment upon termination if the supply of propane remaining in the tank at the time of removal is more than 5% water capacity. If Company repurchases the remaining propane, the repurchase price will be the price per gallon that you paid for your last delivery. We encourage you to wait to schedule your tank removal until the supply of propane remaining in your tank is at 5% water capacity or less.
- Company may terminate your service immediately and without prior notice if you fail to satisfy any material provision contained in these Terms and Conditions, including but not limited to making payment. Company reserves the right to terminate service or suspend deliveries if Company determines, in its sole discretion that a condition exists that poses a health or safety threat to its employees, you or the public.

**THE TERMINATION FEES LISTED IN THIS SECTION 11 ARE NOT APPLICABLE TO NEVADA RESIDENTS.**

**12. EXCUSED PERFORMANCE.** Company 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, epidemics, pandemics, other health crises, labor disputes, wars, hostilities, terrorism, changes in laws or regulations, Company's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions and Company may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

**13. CHANGES TO THE TERMS AND CONDITIONS.** Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s). The notice may be in the form of a bill insert, email, or other written notification. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, that are inconsistent with these Terms and Conditions, are superseded and of no force or effect. For the avoidance of doubt, these Terms and Conditions do not replace, amend, or eliminate your prior fixed propane pricing, exclusivity, or volume contract commitment(s).

**14. CUSTOMERS WITH UNDERGROUND LEASED TANKS.** You are responsible for all costs of the excavation and removal of Leased Equipment and Company is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size and access to the tank, soil conditions and other impediments. You and Company may mutually agree that Company will sell you the underground tank in lieu of physically removing the tank from your property.

**15. CUSTOMERS WITH RESIDENCES THAT ARE NOT OCCUPIED YEAR-ROUND. IF YOU HAVE CHOSEN AUTOMATIC DELIVERY, IT IS DIFFICULT TO FORECAST HOMES THAT ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE PROPANE DISTRIBUTION SYSTEM ON YOUR PROPERTY YEAR-ROUND. COMPANY IS NOT LIABLE FOR DIRECT DAMAGES TO PERSONAL AND REAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM FROZEN PIPES OR OTHER WATER DAMAGE) THAT OCCURS AS A RESULT OF THE EXHAUSTION OF PROPANE IN YOUR SYSTEM. WE RECOMMEND YOU PLACE A TANK MONITOR ON YOUR SYSTEM TO MONITOR THE AMOUNT OF PROPANE REMAINING IN YOUR TANK. YOU MUST PROVIDE COMPANY WITH AT LEAST TEN (10) BUSINESS DAYS' ADVANCED NOTICE OF A NEED FOR A DELIVERY TO AVOID THE EXHAUSTION OF YOUR PROPANE SUPPLY.**

**16. CLAIMS AND ARBITRATION. PLEASE READ THIS SECTION CAREFULLY.**

**A. Arbitration Agreement.** Upon the election of either party (or any other entity or individual with the right to invoke arbitration under this provision, including without limitation those entities or individuals named in this Section 16(A)(2), a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to these Terms and Conditions, your agreement with Company, or the relationship between you and Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents (any of whom may elect arbitration of claims to which they are a party pursuant to these Terms and Conditions); (3) claims that arose before this Arbitration Agreement; (4) claims that arise after the expiration or termination of this Arbitration Agreement; and (5) claims that are the subject of a purported class action or other representative or collective action. "Dispute" shall not, however, include claims filed by you or Company on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court. However, Company will not demand arbitration pursuant to this agreement to arbitrate in connection with any individual claim that you properly file in a small-claims court of your state or municipality, so long as the claim is pending only in that court. **IN THE EVENT THAT THE PARTIES HAVE ANY DISAGREEMENT ABOUT ARBITRABILITY OR THE VALIDITY, SCOPE, OR ENFORCEABILITY OF THIS ARBITRATION CLAUSE, A DULY APPOINTED ARBITRATOR WILL DECIDE SUCH DISAGREEMENT.**

**B. Right to Reject this Arbitration Agreement.** Notwithstanding anything in this Arbitration Agreement to the contrary, you may reject this Arbitration Agreement. To do so, you must send Company written notice by mail postmarked no later than thirty (30) days after your acceptance of these Terms and Conditions to Box 965, Valley Forge, PA 19482, Attn: Customer Service. Your rejection notice must be signed, must state that you reject this Arbitration Agreement, and must include your name, address, and Company account number. Your decision to reject this Arbitration Agreement or seek remedies in small claims court will not adversely affect your relationship with or receipt of goods or services from Company.

**C. Procedures for Arbitration.** This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA"). Arbitrations shall be conducted by a single arbitrator and administered by JAMS ("JAMS") pursuant to the code of procedures in effect at the time the arbitration is initiated (the "JAMS Rules"). A current copy of the JAMS Rules may be found at <https://www.jamsadr.com/>. At your election, arbitration hearings will take place in your hometown area. During the arbitration, the parties will be allowed to engage in discovery or exchange of non-privileged information relevant to the dispute. The arbitrator's decision will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on

which the award is based. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

**D. Right to Attorneys' Fees and Costs.** You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from the Company in arbitration to the same extent as in court, or as permitted under JAMS Rules. When you initiate arbitration proceedings, you will be responsible for paying your share of the arbitration fees as set forth in JAMS' Arbitration Schedule of Fees and Costs in effect at the time the arbitration is initiated. The Company will be responsible for any additional arbitration fees and costs.

**E. Waiver of Jury Trials and Class Actions.** IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. BY THIS ARBITRATION AGREEMENT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, MASS ACTION, OR COLLECTIVE BASIS, AND REGARDLESS OF ANY INCONSISTENT PROVISIONS IN THE JAMS RULES, NEITHER THE ARBITRATOR NOR THE JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS, MASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

**17. SEVERABILITY.** If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of this Agreement in accordance with applicable law. The remaining terms will remain unaffected by the invalid or unenforceable term, and each term will continue to be valid and enforceable to the fullest extent of the law.

**18. NOTICE.** Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

**19. WAIVER.** If we delay in exercising any of our rights, Company will not be prevented from exercising our rights at a later date. Company's waiver of any breach of these Terms and Conditions at any time shall not excuse future breaches by the Customer.

**20. YOUR CONTACT AND PAYMENT INFORMATION.** You represent and warrant that the name, address, telephone number(s), and other contact and payment information you provide to Company is accurate, complete, and current. You agree to notify Company immediately if there is any change to any of that information.

**21. YOUR CONSENT TO BEING CONTACTED.** By providing a telephone number now or in the future, you agree that Company (and others on its behalf) may contact you via automated means, including with an automatic telephone dialing system or prerecorded or artificial voice. Such calls or text messages may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving any goods or services. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message, call the Company at 1-800-AmeriGas, or update your contact preferences in your MyAmeriGas account.

**22. GOVERNING LAW.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

**23. SURVIVAL.** Paragraphs 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 19, 20, 21 and 22 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or your return of Leased Equipment.

**24. CUSTOMER-OWNED EQUIPMENT.** The following provisions do not apply to Customer-Owned Equipment:

Paragraph 4B - Tank Rent

Paragraph 6B with respect to a Tank Pickup Fee, as it relates to the pick-up of Company-owned Equipment; however, the remaining provisions of this paragraph apply.

These Terms and Conditions shall apply to residential customers in all states except where specifically prohibited by law. THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOMERS IN CONNECTICUT, DELAWARE, AND NEW JERSEY, OR CUSTOMERS IN VERMONT USING PROPANE THROUGH A METER OR HAVING PROPANE DELIVERED TO ONE OR MORE STORAGE TANKS WITH AN AGGREGATED TOTAL CAPACITY OF 2,000 GALLONS OR LESS. TERMINATION FEES NOT APPLICABLE TO NEVADA RESIDENTS.

October 5, 2021, effective November 5, 2021.

**The AmeriGas Family of Companies**  
[www.amerigas.com](http://www.amerigas.com)

# SAFETY NOTICE

*Separate Attachment*

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

## CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "**odor fade**" may occur, the unintended reduction in the concentration of the odor of propane.

Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

## IF YOU SMELL GAS:

- Do Not Enter An Area Where You Suspect a Gas Leak**
- Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.

## RUNNING OUT OF GAS:

**DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.**

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
  - Air and moisture could get inside the propane container resulting in the possibility of odor fade.
  - If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
  - A Leak Check IS REQUIRED.**
  - SET-UP REGULAR FORECASTED DELIVERIES.**
- Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.



## LIGHTING PILOT LIGHTS

**It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.**

•A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

** IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.**

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.

** CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.**

## OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.