

Does your house currently have a JP2 propane tank? _____ If yes, what size? _____

If no: Has this home had propane installed before? _____ Yes _____ No

Do you currently have propane? _____ Yes _____ No If yes, what company? _____

How did you hear about us? _____

Did someone refer you to us? _____ * If yes, who? _____

*Refer a friend program: A current customer will receive a credit towards their account when a new customer opens an account.

Tank Size Needed

120 Gallon 320 Gallon 500 Gallon 1000 Gallon

***APPROXIMATELY HOW MANY GALLONS OF PROPANE DID YOU USE LAST YEAR?** _____

*SIGNATURE

DATE

*SPOUSE'S SIGNATURE (If joint account)

By signing this form you are agreeing to abide by the Service Agreement set forth by Jay's Place II, LLC.

By signing this form you are agreeing to pay a yearly tank rental fee of \$12.00 plus any applicable taxes per tank.

All prices are subject to change based on market price without notice.

This information will be kept confidential between the customer and Jay's Place II, LLC.

This information will only be used to determine propane needs and in any attempt to collect a debt.

In the event that your account defaults a charge of \$225.00 will be added to your account to cover the pickup expense of the tank.

Minimum Delivery is 100 gallons.

Jay's Place II, LLC
5446 Walmore Road
Lewiston, NY 14092
716-390-6306



DELIVERY SERVICES:

Please make your selection by checking which service you would like at the bottom of this page. Your selection can aid us in scheduling your deliveries by using our zone delivery routes.

AUTOMATIC DELIVERY

Automatic delivery means that it will be our responsibility to make sure that you do not run out of propane, if you do, it will be our responsibility to get you the product as soon as possible with no fees. Delivery routes are scheduled monthly from October to April.

Deliveries will not be made if your account has an open balance. However, if you have an overdue invoice by more than 30 days, we have the right to change your account to Will Call. COD customers are not eligible for automatic deliveries.

WILL CALL DELIVERY

Will call delivery means that you are responsible for watching your propane levels and you must call the office to schedule a delivery when you get to 30% (we need at least 24hrs notice before you need a delivery – weather permitted) The minimum delivery is 100 gallons. The new fees are as follows:

- Same day delivery - \$50.00
 - Emergency delivery **AFTER** business hours (4:00 pm) - \$75.00
 - Emergency weekend deliveries (Saturday & Sunday) - \$100.00
 - Safety Check Service Fee - \$50.00 **THIS FEE IS IN ADDITION TO ANY OTHER FEES**
- ** Running out of propane requires our technician to do a safety check

All of these fees are on top of the regular propane price and only apply to the will call deliveries.

Please Note:

- Balances must be paid in full before you will receive another delivery. This applies to both automatic and will call customers.
- Full payment is due 15 days from delivery date. Accounts overdue by 30 days or more will be subject to a 1.5% late penalty or \$3.00, whichever is greater and future propane deliveries will be delivered **COD only**.
- Accounts overdue by 30 days or more may be scheduled to have their regulator pulled. There is a fee of \$35.00 to reinstall a pulled regulator.
- Accounts overdue by 45 days will be charged to your credit card.
- If your account is overdue by 60 days or more your account may be sent to collections and we will have our tanks repossessed resulting in a fee of \$225.00.

Please select one of the boxes, sign this letter and return it with your customer application.

Automatic Will Call

Signature _____ Date _____

Print Name _____

On A Courtesy Note:

The driver asks that your driveway is clear on the day of delivery. If a driver feels that he cannot use your driveway, he will refuse your delivery.



For Jay's Place II LLC (JP2) customers ("you" or "your"), the new Terms and Conditions will become effective the date of this Notice, unless your agreement does not permit such modification.

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS:

1. **ACCEPTANCE OF THESE TERMS AND CONDITIONS.** By accepting delivery of propane or by paying any invoice from the Company, you are deemed to have accepted these Terms and Conditions.

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 contract, your Term will be determined as the date you began service with the company.

3. LEASED EQUIPMENT

A. **General Provisions.** Upon request, the Company ("us" or "our" or "we") will lease and provide to you various equipment, including a propane storage tank or cylinder, regulator(s), and related equipment (the "Leased Equipment"). 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 tank without our written permission. You agree that if you sell the residence where the Leased Equipment has been installed, you will notify the Company at least 30 days in advance that the sale is taking place and will inform the buyer that the Leased Equipment is owned by the Company. You agree that only propane sold by the company will be used with the Leased Equipment.

B. **Propane System Maintenance & Repair.** Except for the Leased Equipment, you are responsible for the maintenance and repair of your entire propane system, 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 on the Leased Equipment. You will notify the Company immediately if the Leased Equipment is damaged or malfunctions, or if you experience any problems with the Leased Equipment.

C. **Tank Rental.** You agree to pay the Company annual tank rental during the period the Leased Equipment is installed at your residence. The rental amount is per tank and prices are subject to change.

D. **Access to Equipment.** You agree that the Company has an irrevocable right of entry and exit to your property, without prior notice, to deliver propane or to install, repair, service, or remove the Leased Equipment, or to perform any other services that the Company deems reasonably necessary. You agree to provide the Company 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. You will mark or otherwise identify the location of septic systems, leach pits, underground ponds and similar underground features as necessary to allow the Company to safely install the Leased Equipment, perform services, and make deliveries. You agree that the Company has no obligation to contact you to access the Leased Equipment and may suspend deliveries or service in the event the Company is unable to reasonably access the Leased Equipment. You agree to promptly surrender to the Company the Leased Equipment when your relationship with the Company is terminated for any reason.

E. **Title to Equipment.** The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of your real property.

F. **Propane Meters.** If you have a Company propane meter installed on the Leased Equipment, you will be billed for your actual propane usage rather than per delivery. The Company reserves the right to bill you based on an estimated usage amount, which will later be followed-up by an actual reading, based on which: (i) you will receive a credit to the extent that the estimated amount exceeds the actual propane 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.

4. **SAFETY INFORMATION.** Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact us at 716-390-6306 and we will mail this information to you. Additionally, the Company's safety warnings are also contained on our website www.jp2propane.com or visit www.propanesafetyfirst.com. We strongly advise you to regularly visit our website to view those and other important safety warnings. **If you smell propane or experience any other adverse propane condition or safety-related matter, you should immediately contact JP2 immediately.**

5. **PROPANE DELIVERY** The Company offers two types of propane delivery:

Automatic – Under this delivery option, the Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances.

Will Call – Under this delivery option, you must request a propane delivery. The Company recommends you order a delivery when your tank is at approximately 30% to ensure a timely delivery. Most Will Call deliveries will be made within 5-7 business days after your request. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed a Special Trip Charge.

6. **PRICING, FEES, RATES, AND CHARGES.**

A. **General Provisions:**

You agree to pay the Company's price per gallon, fees, rates, and charges in effect on the date that propane is delivered for Automatic delivery or ordered for Will Call delivery, when services are rendered, or as may be set forth on the delivery ticket.

B. **PRICE** Unless you have an agreement which determines your price, you will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation, our costs to procure the propane, freight and transportation, and may vary depending upon the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions. You may contact the office to receive current pricing information as pricing changes frequently and without prior notice to the customer.

C. **Current Fees and Charges.**

In addition to the price per gallon, the Company will apply other fees and charges to your account 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 the office for specific questions regarding fees and charges and for updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.**

Request Tank Pick Up - For customers with Leased Equipment, you have received certain benefits from the Company in exchange for your service commitment, which may include, but are not limited to, the installation costs of the Leased Equipment. In the event that you terminate propane service with the Company, the Company will charge you a request for tank pick up. This Fee is \$50.00.

Pump-Out/Restocking Charge - This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent water capacity in order to remove a Company-owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder, this charge may be up to \$50.00.

Leak Check Charge - This charge is applied when the Company must perform a leak check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service, or in the event a leak in the system is suspected. The Safety Check Service Fee is \$50.00.

Reconnect Charge - In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a leak check and put your propane system back into service. The fee as of the date of this Notice is \$80.00.

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. The Returned Check Fee is \$50.00.

Service Dispatch Charge - This charge is applied when a service technician is requested to a customer's residence or other location to perform diagnostic or other service work on customer-owned equipment or to pick-up a Company-owned tank or cylinder. The Service Dispatch Charge as of the date of this Notice is \$50.00. 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.

Special Trip Charge - This charge is incurred by customers who request deliveries within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request and can be obtained from the office. See Delivery services of the application for a list of the current rates.

Tank Rental - See Section 3C.

7. **PAYMENT TERMS AND LATE FEES.** If you have received credit terms from the Company, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. If you dispute an invoice or believe your invoice is inaccurate, you must contact the office within thirty (30) days of receipt. You agree to pay the Company's price per gallon and all fees, rates, and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the Company by the applicable due date, the 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. In the event you fail to make a payment on the outstanding amount owed, the Company may, after providing written notice to you, suspend service and/or place a lock on the Leased Equipment. If the Company places a lock on the Leased Equipment, all amounts outstanding (including the applicable Reconnect Fee) must be paid in full before service will be restored. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance.

8. **LICENSES, PERMITS AND TAXES.** You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane and Leased Equipment or service covered by these Terms and Conditions.

9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU AS A RESULT OF THE EXHAUSTION OF COMPANY'S SUPPLY OF PROPANE.

10. **DISCLAIMER OF WARRANTIES.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **EXCUSED PERFORMANCE.** The 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, labor disputes, wars, hostilities, compliance with laws or regulations, the Company's inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customers in any manner that the Company, in its sole judgment, deems reasonable.

12. **CHANGES TO THE TERMS & CONDITIONS.** The Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, rates, and charges, which may be changed without prior notice) at any time by giving you written notice of the change(s). The notice may be in the form of a bill insert, email or other written notification. By accepting delivery of propane or by paying any invoice after you have been given notice of the change(s), you will be deemed to have agreed to the change(s).

13. **CUSTOMER OWNED EQUIPMENT.** The following provisions do not apply to Customer-owned equipment:

Paragraph 3: Leased Equipment

Paragraph 6(B): • Request Tank Pick Up and Pump-Out/Restocking Charge as it relates to the pick-up of the Company-owned Equipment; however, the remaining provisions of this paragraph apply.

Paragraph 8: Licenses Permits & Taxes as it relates to permits for tank installation; however, the remaining provisions of this paragraph apply.

These Terms and Conditions shall apply to all JP2 customers.

Effective December 1, 2016