

**MIDWEST BOTTLE GAS DISTRIBUTORS, INC.
CUSTOMER AGREEMENT**

NAME OF CUSTOMER **BOONE COUNTY SCHOOLS**
INSTALLATION ADDRESS **4765 BURLINGTON PIKE, BURLINGTON, KY 41005**

CUSTOMER ID **BOOSCH**

Customer requests Midwest Bottle Gas Distributors, Inc. herein called the Company, to provide Liquefied Petroleum Gas (also called LP Gas or Propane) and Service at the address indicated above (the "Property") and provide for use, at this address, the following equipment:

TANK (MAKE) _____ SIZE (IN GALLONS) **500** SERIAL NO. **213975-63**
CYLINDERS (NUMBER OF) _____ READING AT INSTALLATION _____ SERIAL NO. _____
METER (MAKE) _____

The Company may make LP Gas deliveries into the equipment whether or not Customer is then present, and Customer agrees to pay for such deliveries even though the delivery ticket has not been signed by (or for) the Customer.

Part D - Additional Terms, on reverse side, and Part A, Part B, or Part C below are a part of this agreement.

[X] PART A - BULK SERVICE - Mark "X" in box if this agreement is for bulk service.

- Customer agrees to rent the tank(s) and related equipment for a minimum of 1 year from the date of this agreement and from year to year thereafter. The annual rent shall be \$ **36.00** and is payable each year annually on the anniversary date.
- Customer agrees to purchase in the 12-month period following the date of this agreement, and annually thereafter, LP Gas volumes as follows: **500** gallon tank(s), **200** gallons/year. In the event the minimum usage is not met which will be calculated on the basis of delivered gallons, the Company has the option to charge an under-utilization fee for equipment, adjust price per gallon to the appropriate price tier based on actual gallons purchased and/or terminate agreement.
- Customer will pay the Company's current LP Gas price in cash at the time of delivery or in accordance with such credit terms as shall have been extended to Customer by the Company by a separate agreement.
- Neither Customer nor the property owner will cause or allow gas to be delivered into Company's equipment covered by this agreement by anyone other than the Company.

[] PART B - CYLINDER SERVICE - Mark "X" in box if this agreement is for cylinder service.

- Customer agrees to rent the tank(s) and related equipment for a minimum of 1 year from the date of this agreement and from year to year thereafter. The annual rent shall be \$ _____ and is payable each year annually on the anniversary date.
- Customer agrees to purchase in the 12-month period following the date of this agreement, and annually thereafter, _____ one-hundred-pound cylinders. In the event the minimum usage is not met which will be calculated on the basis of delivered cylinders, the Company has the option to charge an under-utilization fee for equipment, adjust price per cylinder to the appropriate price tier based on actual cylinders purchased and/or terminate agreement.
- Customer will pay the Company's current LP Gas price in cash at the time of delivery or in accordance with such credit terms as shall have been extended to customer by the Company by a separate agreement.
- Neither Customer nor the Property owner will cause or allow cylinders covered by this agreement to be delivered or picked up by anyone other than the Company.

[] PART C - METER SERVICE - Mark "X" in box if this agreement is for meter gas service.

- Customer agrees to rent the tank(s) and related equipment for a minimum of 1 year from the date of this agreement and from year to year thereafter. The annual rent shall be \$ _____ and is payable each year annually on the anniversary date.
- The LP Gas in the tank belongs to the Company. Customer buys gas that passes through the meter and pays the Company for the gas at prices set out in the Company's then current established price schedule. There will be an initial deposit of \$ _____, refundable upon termination of this agreement. At regular intervals, usually every 30 days, the Company will read the meter and bill the Customer for gas used since last reading.
- The Customer is to pay the billing as and when presented within 10 days. If these terms are not met the Company has the option to remove meter, hold deposit, apply deposit to balance owed, and/or terminate this agreement.

MIDWEST BOTTLE GAS DIST. INC.
BY **JR**

SIGNATURE _____

PRINT NAME _____

DATE SIGNED _____

MIDWEST BOTTLE GAS DISTRIBUTORS, INC.

PART D - ADDITIONAL TERMS

The following terms shall be a part of this agreement in addition to Part A, Part B, or Part C, whichever shall have been agreed upon by the Customer and the Company.

1. Customer and Property owner agree that Company's representatives may enter upon the Property for the purpose of making deliveries of LP Gas, for the removal of the Company's property and equipment, in the event of default or termination of the agreement, and for any other purpose related to this agreement.
2. The Customer agrees to place an order when the gauge is reading 30% or above, or when the reserve one-hundred-pound cylinder has been placed in use. The Company will take an order for propane delivery prior to your regularly scheduled route day during regular business hours. A live answering service is available 24 hours a day, 7 days a week, to receive any urgent calls. If the Customer is requesting a LP Gas delivery for a day other than the scheduled delivery day, after hours or on a holiday, the Customer agrees to pay an additional service charge.
3. OUT OF GAS POLICY: On out of gas calls, a qualified serviceman will conduct a pressure test on the system. If a leak is detected, repair will be made immediately, if possible. If no one is home and a leak is detected during the pressure test, the system will be rendered inoperable by removing the regulator or by installing a plug in the gas line. A notice will be left for the Customer and a copy of the notice will be kept with our records. A charge will be assessed based on time and materials, when applicable.
4. The Customer agrees to pay an extra charge for an LP Gas delivery that is not considered a fill. The minimum that the Company will deliver is two hundred gallons. Customers that have a 120 gallon tank must fill the tank at all times.
5. Customer must maintain a suitable driveway to support the weight of the Company's vehicle and allow access to the tank. The Company will not be held responsible for any damage incurred to the Customer's driveway or access means. The Customer is responsible for the following: Promptly notifying the Company of any alterations made to the LP Gas equipment and keeping the drive cleared and plowed.
6. The Company's LP Gas equipment is not to be moved, handled or tampered with in any manner by anyone not authorized by the Company. If any repairs are needed the Customer must call the Company for any maintenance.
7. The Company shall not be liable for any damages or otherwise to the other for failure upon their part to perform any of the terms or conditions of this contract when such failure is caused by force majeure including but not limited to strike, embargo, fire, act of God, order requisition of any government, explosion, industrial disturbances, accident, war, failure or loss of supplier's or facilities of production, whether partial or total including pipeline allocations or any like or different causes beyond the control of such part.
8. This agreement is not subject to transfer or assignment by the Customer in any manner and shall be subject to termination by the Company if Customer ceases to occupy or use the Property to which gas is delivered under this agreement.
9. Propane and gas equipment - such as tubing, piping system, appliances, and any other equipment on the inside of premises are not considered part of the Company's equipment. If the Company is asked to perform a service on equipment that is not considered the Company's, a charge will be assessed, based on time and materials.
10. In no event shall the Company be liable for anticipated profits or for incidental or consequential damages to Customer's real or personal property.
11. The Company will maintain and service Company's equipment at no charge providing equipment has not been tampered with or damaged by Customer or others. Customer will be responsible for damage to or theft of equipment from Customer's location described.
12. The Company assumes no responsibility for the serviceability or suitability of Customer owned tanks or regulators.
13. The Customer will pay all costs incurred by the Company to enforce any of the provisions of this agreement, including reasonable attorney's fees.
14. Upon termination of this agreement by the Customer and pick up of tank and equipment is requested, a labor charge may be assessed.
15. Either party may terminate this agreement at any time, on 30 days advance written notice delivered to the other party, even though without cause specified in the agreement. In any case where termination by the Company is authorized by this agreement, or in the event of Customer's failure to comply with any other agreement of the Company, or if Customer shall fail to make payment to the Company in accordance with its credit terms applicable to Customer, the Company may terminate the Company's lease of equipment or sale of LP Gas without prior notice. This agreement also shall terminate if proceedings in bankruptcy are instituted by Customer; or if proceedings in bankruptcy are instituted against Customer; or if Customer makes an assignment for the benefit of creditors; or if Customer is subjected to a receivership; or if Customer abandons the Property; or if foreclosure proceedings are instituted against the Property.

If Part A - Bulk Service or Part B - Cylinder Service, applies to this agreement, Customer agrees to pay for all gas delivered before termination by the Company or before termination by Customer on 30 days advance written notice received by the Company. If Part C - Meter Service applies to this agreement, Customer agrees to pay for all gas passed through the meter before termination by the Company or before termination by Customer on 30 days advance written notice received by the Company.

Upon termination, in addition to any other remedy it may have, the Company may adjust or disconnect the equipment to stop withdrawal of LP Gas from the tank, repossess the Company's equipment, and repossess and dispose of any LP Gas left in the tank as the Company sees fit.

16. This agreement will automatically renew on an annual basis, unless either party gives the other party written notice at least 30 days prior to our one year term of this agreement.