

# Frank A. Days & Sons, Inc.

9 Shank Painter Road, Provincetown MA 02657  
 (508) 487-0041 fax (508) 487-0048  
 www.dayspropane.net

**Propane Delivery Information**

<u>Applicant's Name</u>	<u>Co-applicant's Name</u>
<u>Delivery Street Address</u>	<u>City/State/Zip</u>
<u>Do you rent or own</u>	<u>Property owners name &amp; address</u>

**Mailing Address (if different)**

<u>Street Address or P.O. Box #</u>	<u>City/State/Zip</u>
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**Contact Information**

<u>Home Phone</u>	<u>Work Phone</u>
<u>Cell Phone</u>	<u>Alternate Phone</u>
<u>Fax #</u>	<u>Email Address</u>

**Propane Equipment – Company Owned:** Upon approval of applicant, & co-applicant, if jointly occupied (hereinafter referred to as “Customer”), Frank A. Days & Sons (FAD) agrees to install on premises of Customer, the following equipment & related appurtenances for propane service: propane tank(s), company owned, base & regulators as required. (Hereinafter referred to as “Equipment”). In consideration for the installation/service of said equipment, the Customer agrees to the following terms:

**Tank Rental:** FAD owned tanks will be charged tank rental fees for low usage.

**Prices & Fees:** The price charges for the propane & service will vary periodically based on market conditions & other factors. There may be a special/off-route delivery fee applicable, as well as a transfer fee &/or removal fee. Other fees & charges may also apply.

**Billing:** The propane delivery ticket left by your driver is your bill unless prior arrangements have been made, or you are paying C.O.D. for all services/installations, payment is due at the time the service is rendered.

**Terms (Not applicable to C.O.D.):** Payments not received within 30 days after the service or deliveries are subject to finance charges of 1.5% (18% annually). Finance charges are computed until the date the payment is received & begin on the date of service or delivery.

**Force Majeure Clause (Beyond Control of Either Party):** If FAD is prevented from completing performance of any or all obligations under the Agreement by an act of God, the conduct of 3<sup>rd</sup> parties, or any other occurrence beyond its control, the FAD shall be excused from performance as long as it is reasonably necessary to complete performance.

**Taxes: Security Deposits:** Customer will solely be responsible to pay all taxes imposed on all sales & services under this Agreement, whether or not billed by FAD. Security deposits shall not earn interest unless required by law.

**Delivery & Service Suspension:** Delivery & services may be suspended if payment in full is not made within 30 days of delivery. The customer will also incur an additional charge to resume service.

Returned Checks: All returned checks are subject to a bank charge & a FAD handling fee (\$25.00) as allowable by law. A returned check may result in loss of credit with FAD.

Indemnification; Damages:Customer releases, indemnifies, defends & hold FAD, its officers, directors, employees, authorized representatives, successors, and assigns harmless from any & all demands, claims, liability, losses or expenses & damages (“Claims”) resulting from or caused by action or inaction which affects the proper function of the Equipment, unauthorized contact, use or servicing of the Equipment. No matter how you heat your home, maintaining your heat to a certain level is critical. Freeze-ups in an occupied/empty or unoccupied dwelling or home can cause expensive losses. Water from broken pipes can flood a house in a matter of hours causing structural damage to the house and loss of personal property. Remember that you have a responsibility to protect your home against damage arising from a drop in or loss of heat. This scenario can result in frozen pipes and water damage. You should arrange for supervision of your home if you plan to be away from the premises for any length of time. FAD will not be responsible for any damages, claims, liability, losses or expenses resulting from the exhaustion of the Customer’s propane supply. Customer agrees to provide said indemnification & defense within (10) days of FAD’s written notice to Customer of such Claim. This provision will survive termination or cancellation of this agreement.

Account Termination & Collections: An account may be referred to a collection agency & an account may be terminated & all FAD Equipment removed if payment in full is not received within 60 days after delivery or service is provided. *Customer will be responsible for paying the past due balance, collection fees & attorney’s fees, as well as service charge to remove the Equipment.* If customer chooses to terminate service with FAD, any balance on Customer’s account will become immediately due & owing. Equipment removal fees &/or termination fees may also apply.

Entire Agreement: The agreement is comprised of two pages & constitutes the entire understanding between Customer & FAD regarding the provision of propane & related services to Customer. FAD may assign this Agreement to its successors or affiliates at any time without written notice. This agreement is not assignable by Customer without written consent of FAD. No modifications to the Agreement may be made except in writing by FAD.

By signing this Agreement, Customer consents to the evaluation of his/her credit history. Customer agrees to be subject to terms of this Agreement & not that purchase(s) will constitute acceptance of those terms, If Customer’s spouse does not also sign this Agreement, Customer represents that he/she is authorized to sign this Agreement on behalf of his/her spouse. FAD may also report Customer’s credit performance under any agreement entered into with FAD. Customer agrees FAD may request a consumer credit report in connection with this application & Agreement, & upon request, FAD will inform Customer of the name & address of the consumer reporting agency furnishing credit report.

Safety Warnings:The Consumer verifies at the time of signing this Agreement that he/she has been advised of the following safety steps required for the use of a Propane System:

- ◆ Know how to turn off the gas in case of emergency.
- ◆ Have smelled propane and can detect its odor.
- ◆ Have received the consumer safety information and material.
- ◆ Had gas system deficiencies and/or corrections, if any, clearly explained by a qualified representative of the Company.

Applicant’s Signature \_\_\_\_\_

Date\_\_\_\_\_