



1004 Parsons Road • Salisbury, MD 21801  
Phone: 410-546-1215 Fax: 410-546-0757

### UNDERGROUND LP SERVICE AGREEMENT

THIS AGREEMENT, THE TERMS AND CONDITIONS OF WHICH ARE PRINTED BELOW

Made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between Cato Gas & Oil, and:

CONSUMER'S NAME: \_\_\_\_\_

#### **INSTALLATION**

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

#### **PROPERTY OWNER**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

### **TERMS & CONDITIONS**

1. Seller agrees to sell and Consumer agrees to purchase LP gas from Seller and to pay for same on presentation of invoice or statement.
2. Seller agrees to install equipment necessary for the consumption of LP gas. Said equipment: (a) is installed by Seller for Consumer for the purpose of consuming gas purchased exclusively from Seller; and, (b) shall at all times remain the property of Seller, except as provided in Paragraph 5 below.
3. Consumer's requirements will be serviced through installation of an underground storage tank or tanks ("UST").
4. This Agreement is for a period of 7 years.
5. If, at any time for any reason Consumer decides to terminate this Agreement with Seller whether by employing another supplier of LP gas services by changing to another source of heat or because LP gas services are no longer needed or desired, consumer must notify seller immediately and, unless Seller elects to remove Seller's equipment pursuant to Paragraph 6 below. Consumer must purchase all underground equipment installed by Seller including an UST within ten (10) days, said equipment to be purchased for the sum of \$\_\_\_\_\_.
6. If at any time for any reason, Consumer decides to terminate this Agreement with Seller or if Consumer does anything which causes Seller to terminate this agreement, Seller may, within a reasonable time thereafter without process of law and without being liable for trespass, on Consumer's premises enter and remove any equipment which Seller may have installed thereon, including any UST. Under the provisions of this Paragraph Consumer shall be responsible for the cost of equipment removal and for the restoration of property upon which said equipment was installed and Consumer shall fill regrade, and replant, as desired at Consumer's expense. Consumer shall reimburse and be liable to Seller for all losses, expenses, and costs incurred by Seller as a result of Consumer's refusal to allow removal of such equipment.
7. Consumer agrees to purchase from Seller all of Consumer's LP gas requirements for the location specified in this Agreement at Seller's stated or published price at the time of delivery.
8. If Consumer orders or purchases additional equipment, merchandise, or service from the Seller during the term of this Agreement and fails to pay for same upon presentation of a statement or invoice, such a default in payment will also be considered a material default in this Agreement, giving the Seller the immediate right to terminate this Agreement without further notice.
9. Seller shall not be liable to Consumer, in any manner for the consequences of an inadequate supply of gas, including liability for the life or health of persons, plants, animals or fowl, or for losses or interruption of service due to equipment malfunction beyond Seller's control.
10. In the event that service to Consumer includes service to a poultry house or other similar structure, Seller shall not be liable for any loss or damages which may occur as a result of the relighting of brooders or other gas fired equipment after the structure has been sprayed or cleaned with a mixture containing a combustible substance. Further, the Consumer shall be fully liable to the Seller for any loss or damage to Seller's equipment or injury to its personnel as a result of Consumer having sprayed or cleaned the structure with a combustible substance.
11. Consumer agrees to insure equipment installed by Seller against any and all casualty loss for so long as the equipment remains on Consumer's premises.
12. Should Seller, its successors or assigns, develop, adopt, or provide another or different method for supplying gas or other fuel to the Consumer of character, quality, quantity and price satisfactory to Consumer, the Seller will thereafter continue to provide fuel by such new or different method.
13. Seller may cause its obligations hereunder to be performed by an authorized distributor of Seller. Such distributor shall be deemed to be an independent contractor whose acts, whether negligent otherwise, shall not bind Seller, or render it in any way liable for resulting damages or losses to Consumer.
14. It is further agreed that Consumer shall not assign this Agreement without first obtaining the written consent of Seller or its duly authorized agent and that such assignment shall not release or relieve Consumer from liability under this Agreement unless the written consent of Seller so states.
15. This Agreement contains all agreements and warranties either expressed or implied and no modifications shall be made hereto unless in writing and signed by all authorized parties hereto.

Accepted by  
Seller: \_\_\_\_\_  
(Authorized Signature)

Consumer  
Signature \_\_\_\_\_