



**STANDARD TERMS AND CONDITIONS**

**THIS IS IMPORTANT!**

**BY TAKING ACTIONS LIKE REQUESTING PROPANE DELIVERY, SERVICES, OR EQUIPMENT, OR APPLYING FOR AN ACCOUNT WITH US YOU'RE ENTERING INTO A LEGALLY BINDING CONTRACT EVEN IF YOU DON'T SIGN ANYTHING.**

**WE RECOMMEND READING THIS AGREEMENT! BY AGREEING TO IT, YOU'RE COMMITTING TO RESPONSIBILITIES LIKE MAKING TIMELY PAYMENTS AND FOLLOWING SAFETY GUIDELINES. YOU ALSO AGREE NOT TO BREAK SAFETY RULES OR DELAY PAYMENTS. PLUS, YOU ACKNOWLEDGE AND AGREE THAT CAYWOOD PROPANE GAS ISN'T RESPONSIBLE FOR CERTAIN ACTIONS, OMISSIONS OR EVENTS.**

**THIS AGREEMENT ALSO MAY BE UPDATED OR ENDED BY US WITHOUT NOTICE.**

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**PARTIES TO AGREEMENT**

The parties to this Agreement are:

1. Caywood Propane Gas (often referred to as “we” or “us”)
2. You are considered a party if you engage in any of the following actions:
  - a. Requesting or accepting delivery of propane, service, or equipment from us
  - b. Paying for delivery of propane, service, or equipment from us
  - c. Allowing propane or equipment acquired from us to remain on your property for over thirty (30) days after being informed about this Agreement; or
  - d. Applying for an account or credit, or signing an agreement with us (an “Acceptance”)

In this Agreement, “you” encompasses any individual or entity. If “you” refers to multiple individuals or entities (e.g., spouses, landlords and tenants, or officers, directors, or employees of a corporation), all are jointly and individually bound by this Agreement. Property includes any property owned, rented, or used by you.

**YOU AGREE TO LIMIT OUR LIABILITY AND YOU ASSUME ADDITIONAL LIABILITY**

**THESE PROVISIONS ARE EXTREMELY IMPORTANT BECAUSE:**

- **YOU GIVE UP ANY CLAIMS TO DAMAGES**
- **YOU ACCEPT VARIOUS RISKS, AND A NUMBER OF THEM ARE SERIOUS RISKS**
- **YOU AGREE TO COMPENSATE US FOR MORE THAN JUST OUR PRODUCTS OR SERVICES IF SOMETHING GOES WRONG**
- **YOU MAKE PROMISES TO US REGARDING THE INFORMATION YOU HAVE PROVIDED TO US OR ACTIONS YOU WILL OR WILL NOT TAKE.**

**THESE PROVISIONS ARE ALSO CRUCIAL BECAUSE WE LIMIT THE WARRANTIES AND PROMISES WE MAKE, WHO CAN MAKE THEM, AND HOW THEY CAN BE MADE. ENSURE YOU UNDERSTAND THIS AGREEMENT, ESPECIALLY THESE RULES, EVEN IF YOU NEED TO SEEK LEGAL ADVICE.**

FOR PURPOSES OF THE PARAGRAPH ABOVE AND THE FOLLOWING RULES, INCLUDING THE GENERAL WAIVER AND RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS, AND REPRESENTATIONS AND WARRANTIES:

1. "YOU" ALSO INCLUDES EMPLOYEES, AGENTS, TENANTS, OTHER RESIDENTS, INVITEES, GUESTS, CONTRACTORS, CUSTOMERS, FAMILY MEMBERS, ANIMALS OF ANY KIND (INCLUDING WILD ANIMALS), OR TRESPASSERS.
2. "US," "WE," OR OTHER REFERENCES TO CAYWOOD PROPANE GAS INCLUDE ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHERS ACTING OR NOT ACTING ON ITS BEHALF.
3. "DAMAGES" INCLUDE DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, SUCH AS LOST PROFITS OR INCREASED OPERATING COSTS, REGARDLESS OF FORESEEABILITY, AND WHETHER WE WERE INFORMED OF THEIR POSSIBILITY. WE WILL ALSO NOT BE RESPONSIBLE FOR PUNITIVE, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES. THESE RESTRICTIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR IF WE WERE MADE AWARE OF THEIR POSSIBILITY. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. DAMAGES ALSO COVER DIRECT OR INDIRECT DAMAGE TO LANDSCAPING, DRIVEWAY, OR SEPTIC TANKS AND FIELDS DURING INSTALLATION, DISCONNECTION, DELIVERY, OR PERFORMANCE OF OTHER SERVICES
4. "INFECTIOUS DISEASE" INCLUDES ILLNESSES CAUSED BY PATHOGENIC MICROORGANISMS SUCH AS BACTERIA, VIRUSES, FUNGI, OR PARASITES THAT CAN BE TRANSMITTED DIRECTLY OR INDIRECTLY TO AN INDIVIDUAL OR ANIMAL FROM SOURCES LIKE PLANTS, OBJECTS, FOOD, INSECTS, ANIMALS, AND HUMANS, INCLUDING COMMONLY KNOWN DISEASES SUCH AS COVID-19, INFLUENZA, AND SIMILAR INFECTIONS OR ILLNESSES.
5. "DISEASE" REFERS TO A DISORDER OF STRUCTURE OR FUNCTION IN A HUMAN, ANIMAL, OR PLANT, ESPECIALLY ONE THAT PRODUCES SPECIFIC SIGNS OR SYMPTOMS OR AFFECTS A SPECIFIC AREA AND IS NOT SOLELY DUE TO PHYSICAL INJURY.

#### **GENERAL WAIVER AND RELEASE FROM YOU TO US**

**UNLESS EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DAMAGES RESULTING FROM OUR ACTIONS OR INACTIONS, INCLUDING NEGLIGENCE, EQUIPMENT MALFUNCTIONS, INJURY OR DEATH TO HUMANS OR ANIMALS, PROPERTY DAMAGE, OR THE PRESENCE OF PROPANE ON YOUR PROPERTY.**

**THIS WAIVER AND RELEASE COVERS DELIVERIES OR SERVICES AT YOUR LOCATION, OUR FACILITIES OR ON PRIVATE OR PUBLIC WAYS. WE ARE NOT RESPONSIBLE FOR DAMAGES IF YOU RUN OUT OF PROPANE, INCLUDING ISSUES LIKE FROZEN PIPES, BUILDING DAMAGE, OR INJURY OR DEATH TO HUMANS OR ANIMALS ON YOUR PROPERTY. THIS APPLIES REGARDLESS OF YOUR PROPANE DELIVERY METHOD AND MAY RESULT IN ADDITIONAL CHARGES.**

#### **YOU ASSUME THESE RISKS**

**UNLESS EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT, YOU ARE RESPONSIBLE FOR ANY CONSEQUENCES OR DAMAGES RESULTING FROM OUR ACTIONS OR INACTIONS (THIS IS CALLED AN "ASSUMPTION OF RISK"), INCLUDING NEGLIGENCE, EQUIPMENT FAILURE, INJURY OR DEATH TO**

**HUMANS OR ANIMALS, PROPERTY DAMAGE, DISEASES OR ILLNESSES, OR PROPANE USE AND OR STORAGE.**

**THIS ASSUMPTION OF RISK COVERS DELIVERIES OR SERVICES AT YOUR LOCATION, OUR FACILITIES OR ON PRIVATE OR PUBLIC WAYS. WE ARE NOT RESPONSIBLE FOR DAMAGES IF YOU RUN OUT OF PROPANE, INCLUDING ISSUES LIKE FROZEN PIPES, BUILDING DAMAGE, OR INJURY OR DEATH TO INDIVIDUALS OR ANIMALS ON YOUR PROPERTY. THIS APPLIES REGARDLESS OF YOUR PROPANE DELIVERY METHOD AND MAY RESULT IN ADDITIONAL CHARGES.**

#### **YOU WILL INDEMNIFY US AND HOLD US HARMLESS**

**YOU AGREE TO COMPENSATE US, REIMBURSE US AND PROTECT US FROM ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL FEES, RESULTING FROM YOUR NEGLIGENCE OR FAILURE TO FULFILL YOUR OBLIGATIONS AS OUTLINED IN OUR AGREEMENTS. YOU ALSO AGREE TO COMPENSATE US, REIMBURSE US AND PROTECT US FROM ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES AND LEGAL FEES CAUSED BY OUR NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS OR OMISSIONS.**

#### **YOU MAKE THESE REPRESENTATIONS, WARRANTIES AND COVENANTS**

By agreeing to this contract, you represent that: (A) You are at least 18 years old and understand the implications of your actions and decisions, including agreeing to this contract; (B) You own the tank and equipment you are using unless leased from us; (C) You will fulfill all obligations stated in this contract, any equipment lease, and pricing agreement; (D) The information provided in your application is accurate and complete; (E) All information provided to us, especially regarding disease inquiries, is true and complete; and (F) If you represent an entity, you have the necessary authority to enter into this contract.

**WE DO NOT PROVIDE ANY GUARANTEES OR WARRANTIES, INCLUDING NON-INFRINGEMENT, SUITABILITY, OR FITNESS FOR A SPECIFIC PURPOSE, FOR THE PROPANE, EQUIPMENT OR SERVICES WE OFFER. WE EXPLICITLY DISCLAIM ALL WARRANTIES AND DO NOT AUTHORIZE ANYONE, INCLUDING OUR EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE WARRANTIES ON OUR BEHALF.**

**ALL EQUIPMENT OR PRODUCTS, WHETHER NEW OR USED, ARE PROVIDED "AS IS." IMPORTANTLY, WHETHER YOU OWN OR LEASE YOUR TANK FROM US, WE DO NOT ASSURE THE SAFETY OR ADEQUACY OF YOUR PROPANE SYSTEM, WHICH INCLUDES VARIOUS COMPONENTS. TO ENSURE THE SAFETY AND ADEQUACY OF YOUR PROPANE SYSTEM, YOU MUST ENGAGE LICENSED PROFESSIONALS, SUCH AS PLUMBERS, APPLIANCE TECHNICIANS, AND PROPANE APPLIANCE MANUFACTURERS, TO THOROUGHLY INSPECT AND CHECK EACH ELEMENT OF YOUR SYSTEM.**

#### **SAFETY WARNING**

**CAUTION! PROPANE IS HIGHLY FLAMMABLE AND CAN CAUSE FREEZE BURNS ON THE SKIN. IT IS INVISIBLE AND ODORLESS UNLESS AN ODORANT IS ADDED. WHILE PROPANE IS A VALUABLE ENERGY SOURCE, IT MUST BE HANDLED WITH CARE. DUE TO ITS HEAVIER-THAN-AIR NATURE, PROPANE CAN COLLECT IN LOW-LEVEL AREAS WITHOUT ADEQUATE VENTILATION, INCREASING THE RISK OF EXPLOSIONS OR FIRES. IF YOU DETECT A PROPANE LEAK AND CAN SAFELY DO SO, VENTILATE THE AREA, EVACUATE, SHUT OFF THE SUPPLY AT THE TANK BY CLOSING THE SHUT**

**OFF VALVE, AND CONTACT PROFESSIONALS IMMEDIATELY. ONLY TRAINED PERSONNEL SHOULD SERVICE OR REPAIR PROPANE SYSTEMS.**

**YOU CONFIRM THAT YOU HAVE RECEIVED INFORMATION ABOUT THE "DUTY TO WARN" REGARDING PROPANE SAFETY. YOU ALSO CONFIRM THAT YOU CAN ACCESS OUR SAFETY RESOURCES ON OUR WEBSITE AT [WWW.CAYWOODPROPANE.COM](http://WWW.CAYWOODPROPANE.COM), WHICH INCLUDE MATERIALS FROM THE PROPANE ENERGY RESEARCH COUNCIL ("PERC").**

### **CREDIT AND CREDIT CHECK**

**YOU AUTHORIZE US TO CONDUCT CREDIT CHECKS UNLESS YOU OWN YOUR OWN TANK AND PRE-PAY OR PRE-AUTHORIZE ALL PROPANE DELIVERIES OR OTHER CHARGES. WE HAVE THE RIGHT TO REFUSE, TERMINATE OR CHANGE CREDIT TERMS AT ANY TIME. IF WE DENY YOU CREDIT BASED ON A CREDIT REPORT, YOU WILL BE INFORMED. YOU ALSO AUTHORIZE US TO SHARE YOUR ACCOUNT INFORMATION WITH CREDIT BUREAUS AND THIRD PARTIES, WHICH COULD NEGATIVELY IMPACT YOUR CREDIT REPORT IF YOU MAKE LATE PAYMENTS OR DEFAULTS.**

### **CREDIT CARD, DEBIT CARD AND ECHECK AUTHORIZATION**

You confirm, guarantee, and agree that:

1. **We are engaging in business with you based on your permission.** You confirm, acknowledge, and agree that we are conducting business with you with the understanding that you will make timely payments using the payment method(s) you have provided.
2. **Provide accurate payment method details.** You will give us a valid credit card, debit card, or bank account (each referred to as a "payment method") to ensure payment of all current and future amounts owed on your account. You consent to keeping this information on record for future transactions and charges. You confirm that you are an authorized user of the payment method(s) linked to your account.
3. **Authorize us to charge your payment method(s) on file.** You grant us permission to charge the payment method(s) linked to your account for any current or future amounts owed under this Agreement, including but not limited to pre-buy purchases, fees, rental charges, delivery fees, service charges, interest fees, termination charges and other applicable costs.
4. **No prior notification needed.** We are not obligated to inform you in advance of any charges made to the payment method(s) on file.
5. **Agreement not to challenge charges.** You confirm, guarantee, and agree not to dispute any payments with your bank or credit card company. Any disputes must follow the procedures outlined in the Governing Law, Jurisdiction, and Venue section of the General Terms and Conditions. If you breach this agreement, you agree to cover any associated fees, costs, or damages, along with any other amounts owed under this Agreement.
6. **Cancellation of authorization.** You confirm, guarantee, and agree that your authorization remains valid until canceled in writing at least thirty (30) days before the next billing date. You also acknowledge that your payment authorization cannot be canceled for any outstanding or future amounts due under this Agreement. For instance, we may charge your payment method for a termination fee due or to become due when you stop doing business with us, even if you plan to continue purchasing propane from us, to ensure that any pending amounts owed to us are settled.

7. **Keep payment information updated.** You agree to always have at least one valid payment method on file and to promptly update any changes to your payment method information.

## **SAFETY OBLIGATIONS AND INFECTIOUS DISEASE**

1. **You have safety obligations.** It is your responsibility to safely store and use propane by following all safety instructions and warnings provided by us, furnace and appliance manufacturers or professional, licensed service providers of your propane system. If you have any doubts, seek clarification from the source of the instructions. Ensure that everyone using propane is aware of the safety guidelines and trained accordingly. You also are responsible for complying with all laws, regulations, and industry standards related to storing and using propane.
2. **You agree to follow our guidelines and public health guidelines on infectious disease.** Considering the risks of infectious diseases, you agree to take necessary precautions to prevent the spread of diseases by following public health guidelines and any specific requirements set by us. Promptly respond to any inquiries related to infectious diseases.

## **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all services, including propane delivery, maintenance, inspection, testing and repair, and to all property and equipment.

1. **Access to Property.** Our representatives have the right to enter your property for various purposes such as delivering propane, accessing equipment, performing repairs and maintenance, installing or removing our property, investigating incidents, and other related tasks. We may decline to provide our services if we deem it unsafe due to certain conditions on your property. It is your responsibility to ensure that your property (your driveway or yard, for example) can accommodate our vehicles and equipment without damage. You must also ensure access to the equipment and refrain from obstructing it with structures, vegetation, or other improvements that could violate safety standards.
2. **Most current customer agreement governs.** If you have multiple locations or tanks and sign multiple customer agreements, the latest agreement you sign will take precedence over any earlier agreements in case of a conflict.
3. **Monitoring your Property during your absence.** It is your responsibility to monitor your Property when you are away, particularly for long periods. We are not accountable for monitoring your Property while you are absent, such as ensuring the heating system or propane system is working correctly. If we install a tank monitor or any other monitoring device (like an alarm or water system), you are responsible for ensuring these devices work properly and for the accuracy of the information they provide.
4. **Service Deactivation Policy.** If you own your tank and have not received a delivery from us in the last six months (for example, from January to June in the fall or July to December in the winter), your account may be deactivated. Reactivation of an inactive account is at our discretion and requires you to: (1) opt for the Auto-Fill delivery option; (2) choose the Pay-at-Order payment method and keep a debit or credit card on file; and (3) undergo an updated Leak Test or Gas Check as needed. Additionally, reactivating an inactive account may incur a fee.
5. **Termination of Service.** Either party can end the service by giving a written notice at least thirty (30) days before termination. If you don't fulfill your obligations, or if we suspect any safety issues with your propane system, we can temporarily stop the service or end it immediately. Failure to pay on time, not meeting obligations, or not using the property can also lead to service termination without notice.



Additionally, service can be terminated without warning if you are declared insolvent, pass away, dissolve, or cease business operations.

6. **Impact of Termination.** Upon termination of the service, we reserve the right to adjust or disconnect the equipment, retrieve any rented or leased equipment, and reclaim any remaining propane from the tank. A "Termination Fee" and other applicable charges will apply as outlined in the lease terms or as determined by us. Credit balances for customer-owned tank accounts generally are non-refundable and must be used to purchase propane or other services from us. Credit balances for all accounts generally must be used within 3 years of termination. Certain provisions, such as those related to liability, payment authorization, safety, general terms, and equipment lease, continue to apply post-termination.
7. **Taxes, Repairs and Compliance Costs.** You are responsible for paying any taxes related to the propane and rented equipment. You are also responsible for any damage to the rented equipment or propane, except for normal wear and tear. We will cover the costs of maintaining and repairing the rented equipment due to normal wear and tear. If any inspections, tests, or repairs are needed by law, you must cover all expenses, including landscaping costs if applicable.
8. **Sale of Property.** If you own the property where propane is delivered or rented equipment is installed, you must provide us with written notice or call us at least thirty (30) days before selling the property.
9. **Landlord Additional Responsibilities.** As a landlord renting out a property with propane appliances or equipment, you must inform all tenants about their presence. Notify us in writing at least 30 days before any change in occupancy, providing the new tenant's contact details. Give a 30-day written notice for any propane-related work. You are accountable for propane usage after a tenant leaves. You must adhere to the terms of this Agreement, including equipment leasing terms. Tenants must pay upfront, and you are jointly responsible for any outstanding payments. You must inform tenants about our leased tank on the property and their responsibility regarding it under this Agreement.
10. **Tenant Additional Responsibilities.** As a tenant, if you rent or have permission to use a property where propane is used, you must acknowledge the presence of propane appliances on the premises. You are required to provide us with your landlord's contact information and inform us in writing at least thirty (30) days before you intend to vacate the property. Additionally, you must give us and the landlord a written notice at least thirty (30) days in advance for any propane-related work such as installation, servicing, repair, or removal of propane equipment.
11. **Privacy Policy; Website Terms of Use; Call Recording; Digital Communication.** Our Privacy Policy and Website Terms of Use include information on how we handle your data and the rules for using our website. These terms can be found on our website at [www.caywoodpropane.com](http://www.caywoodpropane.com). By using our website, you agree to abide by these terms. We aim to keep your transaction details confidential, but certain circumstances may require us to disclose information, including: (a) the enforcement of our rights under this Agreement; (b) a request or requirement of a civil or criminal investigation or demand or similar process; (c) a response by us to any comments or ratings you or others make about us as a result of your business relationship with us in any public or private forum, including social media. You also consent to the recording of telephone calls and the retention of digital communications, including emails, chat, text messages or other digital media.
12. **Text Message Communication.** By providing your phone number, you are agreeing to receive text messages from us. Message and data rates may apply to this communication, and the frequency of messages can vary. You may opt out of receiving text messages from us at any time.
13. **Waiver.** Our decision to not enforce our rights under this Agreement immediately does not mean we cannot enforce them later on. It also does not mean we are waiving our right to enforce the Agreement if you breach it again in the future.



14. **Severability.** In case any part of this Agreement is deemed invalid, the remaining parts will still be valid and enforceable.
15. **Entire Agreement.** This Agreement, along with your Application, our Privacy Policy, Website Terms of Use, any lease agreement, any written agreements signed between us related to pricing for the current period, or any delivery order placed on our website, form the complete agreement between us. No employee, representative, or agent can change the terms of this Agreement.
16. **Changes to this Agreement.** We reserve the right to make changes to this Agreement without notifying you. By using the propane, rented equipment, or paying for our service after any changes have been implemented, you automatically agree to the updated terms.
17. **Costs and Expenses.** You are responsible for covering all the costs and expenses, such as actual attorneys' fees, incurred in enforcing this Agreement or any equipment lease. "Actual attorneys' fees" or expenses means just that - it is not to be confused with lower, nominal amounts determined by a court. This includes legal expenses related to bankruptcy proceedings, appeals, and post-judgment collection services. Additionally, you will be liable for court costs and any other fees mandated by the Court.
18. **Acts Beyond Our Control.** We are not liable for any delays, performance failures, or losses caused by events beyond our control. This includes fire, explosion, power blackout, earthquake, flood or weather elements, natural disasters, labor disputes, government actions, acts of terrorism, or acts of our carriers or suppliers (including shortages, carrier or supplier allocations or pipeline allocations). We are not obligated to purchase propane for delivery and sale under this Agreement to replace propane that is not available due to circumstances beyond our control. We may adjust or even cancel propane deliveries if such circumstances arise. The timing and quantity of deliveries, if any, are solely at our discretion and may be based on various factors like tank ownership, participation in programs, customer loyalty, payment history, and other criteria we consider relevant.
19. **Notices from Us Not Required.** We are not obligated to send you notices under this Agreement. However, if we decide to notify you, we may do so by regular mail, email, or by posting a general notification on our website or other public platforms. If you need to send us a notice, please do so by certified mail to the address: Owners, Caywood Propane Gas, 14660 Hudson Road, Hudson, Michigan 49247.
20. **Mailbox Rule Not in Effect.** The mailbox rule does not apply to payments or communications that you send. A payment or agreement is considered received only when we acknowledge it in writing or update our records in our customer management system or a third-party database. Simply depositing it with a postal service or carrier does not count as receipt.
21. **Assignment; Successors in Interest.** You are not allowed to transfer your rights or responsibilities under this Agreement to another party. However, we have the right to transfer our rights and responsibilities under this Agreement or any customer agreement at any time without informing you. This Agreement applies to your successors and assigns, including any future property owners, tenants, or occupants if we place any Equipment on property owned, rented, occupied, or used by you, or provided by us for your use.
22. **Governing Law; Jurisdiction and Venue.** This Agreement and all services performed under this Agreement are governed by the law of the State of Michigan, without regard to choice of law rules. Any disputes or legal actions of any kind brought under this Agreement, or any equipment lease agreement, Pre-Buy Pricing Agreement, Price-Cap Pricing Agreement or Delivery Order or any other actual or alleged agreement shall be brought in the Courts of the State of Michigan located in Kent County. You consent to the removal of any action brought in any other forum to the jurisdiction of the State of Michigan and the Courts in Kent County, even if you later move and are no longer in our

service area, or if we choose to change our service area.

23. **Electronic Signature.** BY TYPING YOUR NAME OR BY CHECKING A BOX ON ANY SUBMISSION FORM AGREEING TO BE BOUND BY THE TERMS OF ANY DOCUMENT, AND SUBMITTING ANY DOCUMENTS THAT WE MAKE AVAILABLE TO YOU OR TO OTHER CUSTOMERS, YOU ARE EXECUTING AND ADOPTING YOUR PRINTED NAME AS AN "ELECTRONIC SIGNATURE" UNDER THE MICHIGAN UNIFORM ELECTRONIC TRANSACTIONS ACT, THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, AND OTHER APPLICABLE LAWS. YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY WITH CAYWOOD PROPANE GAS AND UNDERSTAND THAT YOUR "ELECTRONIC SIGNATURE" CREATES LEGALLY BINDING CONTRACTS AND IS THE SAME AS SIGNING A CONTRACT BY HAND.

## **DELIVERY OPTIONS**

We offer two delivery options: orders you place (referred to as "will call") or deliveries determined and made by us (referred to as "auto fill"):

1. **Will-Call Delivery Option.** It is your responsibility to monitor your propane usage and keep track of the amount in your tank. We will only deliver propane when you request it. You must request and confirm deliveries. Contact us to request a delivery when your tank is at 30% capacity, or earlier if you use propane frequently. Once we accept your order, we typically deliver within ten business days. However, we may deliver beyond this timeframe at our discretion. Our delivery schedules and routes are determined by us. If you need a delivery on a day your delivery is not on our route, additional charges may apply. These fees will be billed to your payment method on file. Additional charges, like a leak test fee for running out of gas, may also be incurred.
2. **Auto-Fill Delivery Option.** If you are enrolled in the Auto-Fill delivery option we will deliver propane to you as needed without a fixed schedule. We have the right to determine when to fill your tank. We will make efforts to ensure your propane supply is sufficient, offer priority service if your supply is low, and won't charge extra for delivery unless a delay has been caused because your account is not in good standing, we did not have access to your property or tank, or other delays for which you are responsible.
3. **Out of Gas Procedure.** If you run out of propane, we require an adult to be present at the delivery location for us to deliver propane. Failure to have an adult present will result in cancellation of the delivery ticket and the delivery charge already paid will be nonrefundable. A new special delivery charge will be applied for scheduling a new delivery. Auto-Fill customers who are not present during an out-of-gas delivery will also be charged a special delivery fee before a new delivery ticket is created.

## **PAYMENT**

These general terms and conditions apply to payment, regardless of your payment option:

1. **Billing Inquiries.** If you have any questions about your bill or account, please contact us promptly. You are responsible for all charges unless we agree to adjust them after your inquiry.
2. **Timely Payment.** You must pay all amounts owed on time. Payments will be applied to interest, late charges, and then to the oldest balance. Failure to pay may result in refusal of propane delivery until outstanding balances are cleared, removal of propane from your tank (whether you own it or lease it from us), closing the shutoff and locking access to the tank, or termination of service. We reserve the right to use any deposit, charge your card, or initiate electronic funds transfer. Drivers and service

technicians are not permitted to accept cash payments.

3. **Late Payment Charges.** If you fail to pay the full amount owed by the due date, you will be charged a late fee of 1.5% per month or the highest legal interest rate. This late fee will be applied if payment for deliveries or other billed amounts is not made when due. An additional 1.5% late fee will be charged for each subsequent monthly billing date with an outstanding balance. These late charges are considered liquidated damages, and you are responsible for all charges, including late fees, even if payment is made by a third party.
4. **Insufficient Funds Fees.** If your check, draft, or electronic funds transfer bounces due to insufficient funds, we will apply a \$35 charge along with any additional fees charged to us by a bank or payment processor for each transaction attempt. You acknowledge that these fees are considered as compensation for incurred losses.
5. **Additional Fees.** Your payment for propane delivery and rented equipment may not cover extra charges like installation and connection fees, small delivery surcharges, or special delivery charges. These additional fees must be paid by the due date indicated on your statement or on a separate invoice if billed separately.

## **CREDIT AND PAYMENT OPTIONS**

There are three credit options: Pay-at-Order Billing, Pay-at-Delivery Billing and Level-Pay Billing. Pay-at-Delivery Billing is subject to credit approval by us and may be discontinued in our discretion at any time for any reason or for no reason at all.

1. **Pay-at-Order.** This is the default payment method for Customers unless they are approved for Pay-at-Delivery or participate in our Level-Pay Billing. We will pre-authorize or process the charge to your credit or debit card on file for propane deliveries or service using your card on file. The pre-authorization or payment is required at the time the delivery ticket or work order is created. If you do not have a payment method on file, or your payment method on file fails to process, payment may be made by cash, check or eCheck. Check and eCheck payments are subject to a waiting period of up to five business days.
2. **Pay-at-Delivery.** Pay-at-Delivery is a type of credit where customers can choose to pay for their order upon delivery. To use this option, customers need to fill out a credit application and get approval from us. Your payment method on file will be charged for the delivery, work order or other service (.e.g, special delivery charges or rent charges), generally no later than one business day after the delivery or service is completed. While we continue to accept eChecks from existing customers who lease a tank through Pay-at-Delivery, we no longer accept eChecks from customers who own their tanks.
3. **Level-Pay Billing.** Level-Pay Billing is a payment option that may be offered at our discretion. If approved, you must join our Price-Cap Program and pay related Price-Cap fees. Your monthly payment will be based on estimated propane usage and prices. We will review your account periodically and adjust payments if needed. Any other account charges and fees (e.g., special delivery charges) may be paid from the credit balance on your account. We reserve the right to change your billing method or remove you from the program. Payments must be made through auto-pay, but additional payments can be made by other methods. Failure to make auto-payments on time may result in removal from the Level-Pay Billing program.
4. **Third-Party Payments.** If someone else pays your account charges, both you and the third party may be charged an extra administrative fee by us. This fee covers the extra time and effort involved in managing such payments. It is separate from any other fees or costs that may apply to your account, such as late fees or interest charges. However, this fee is not applicable if customer vouchers are redeemed or payments are made directly by third parties without any additional paperwork required.

## **PROPANE PRICING OPTIONS**

**OUR PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. PRICES LISTED ON OUR WEBSITE OR PRINT, RADIO OR OTHER ADVERTISING MEDIA ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT BINDING ON US.**

We have three pricing options: Market Pricing, Fixed-Price Pricing, and Price-Cap Pricing. Price-Cap Pricing may be revoked if payment is not timely received by us.

1. **Market Pricing.** We set daily prices per gallon, excluding taxes. The price is based on a minimum delivery of 250 gallons. If you receive less than 250 gallons, the price may increase based on the delivered amount. You must accept delivery on a date chosen by us after receiving a delivery ticket. The price can change without notice, so changing or canceling the delivery date may result in a new price.
2. **Fixed-Price Pricing.** We set a fixed price per gallon that must be paid in full, including sales tax, when you place your order. Orders can be made through our customer portal on our website, our smartphone app, in person at our office, or over the phone. This pricing option requires a minimum purchase of 500 gallons and is valid from October 1 to March 31. We also may choose to deliver at the fixed price before October 1. Payment is non-refundable. Any unused gallons will be credited for future purchases at then current prices. The purchase window for this pricing is usually in the summer before the heating season. Prices are subject to change without notice, so the price you pay might differ from the initial offer.
3. **Price-Cap Protection.** Price-Cap Protection is a pricing option where the price at the time of delivery is set at the lower of the Market Price or the Price-Cap Protection price. It requires a minimum purchase of 500 gallons and is in effect from October 1 to March 31. There are two ways to get Price-Cap Protection: (a) Pre-Paid Price-Cap: You pay upfront at a lower price, with any unused portion credited for future purchases. (b) Standard Price-Cap: You pay a one-time fee for a higher Price-Cap price. Failure to pay on time may lead to termination of the Price-Cap Pricing and future deliveries at Market Pricing rates.

## **EQUIPMENT**

**YOU ARE RESPONSIBLE FOR THE EQUIPMENT IN YOUR POSSESSION, WHICH INCLUDES EQUIPMENT OWNED BY SOMEONE ELSE, UNLESS WE LEASE IT TO YOU. YOU MUST INFORM OF ANY MAINTENANCE OR REPAIR WORK NEEDED, REGARDLESS OF OWNERSHIP.**

**DISTURBING OUR EQUIPMENT MAY BE A CRIMINAL VIOLATION. APPLICABLE OHIO, INDIANA AND MICHIGAN LAW PROHIBIT THE TRANSFER OF PROPANE OR ANY OTHER GAS, LIQUID OR COMPOUND INTO OUR OUT OF OUR TANK WITHOUT OUR WRITTEN PERMISSION. APPLICABLE OHIO, INDIANA AND MICHIGAN LAW ALSO PROHIBITS ANY PERSON OR ENTITY FROM DEFACING, ERACING, OBLITERATING, COVERING UP OR OTHERWISE CONCEALING OUR NAME, MARK, INITIAL, LOGO, OR DEVICE MARKED ON THE SURFACE OF OUR TANKS OR EQUIPMENT.**

1. **Your Equipment Responsibility.** You are responsible for any equipment you own, or that someone else owns (unless we lease it to you), including inspecting and maintaining all piping, equipment, and appliances downstream of our regulator. If you own the tank, you are responsible for the entire propane system's inspection and maintenance. Do not move, open, or tamper with the propane system, even if you own it.
2. **Do Not Handle Our Equipment.** Only authorized personnel are allowed to handle our equipment, including tanks, lines, regulators, and tank monitors. Unauthorized individuals are not permitted to install, remove, alter, repair, or tamper with any equipment owned by us. This restriction also applies to

transferring propane or any other gas in or out of our equipment. Any unauthorized interference with our equipment is strictly prohibited, including any connections that result in the transfer of propane into other systems.

3. **Your Notification Responsibility.** It is your responsibility to notify us about any work being done on your propane system or related appliances, regardless of whether you rent or own the tank. This includes repairs, installations, adjustments, maintenance, or any other service. If you need to move any part of the propane system, you must contact us. Disconnecting or disturbing an appliance requires a new gas check. You must also inform us about any propane-related materials, equipment, or appliances that are no longer in use or are not visible on your premises.
4. **New Customer Propane System Review.** If we believe circumstances require it, or at your request, we will conduct a propane system review before providing propane or initiating service. You will be charged for this review, and also will be responsible for any repairs, maintenance or changes identified during the review. For instance, if any issues like leaks are found during the review, the customer must cover the expenses for fixing them, including labor charges for extra time spent on-site or return visits to ensure the system works holds pressure. Our responsibility for a system review is limited by this Agreement. We strongly urge you to read the section above entitled "YOU AGREE TO LIMIT OUR LIABILITY AND YOU ASSUME ADDITIONAL LIABILITY" above and the paragraph entitled "Your equipment may not be safe, even if we inspect it," below.
5. **New Propane system installation.** Before installing a new propane system, you must request us to indicate the location where it should be placed. You also must refrain from moving, opening, or altering the system once it is installed. If relocation is necessary, you must contact us to handle this task. All installation requests must comply with relevant safety regulations and industry standards.
6. **Ongoing Service.** We may perform maintenance, repair, testing or inspection services for you from time to time. These services may result in a cost to you at our then current rates.
7. **Gas Check, Leak Tests and Other Tests.**
  - (a) Gas Checks. All customers must have an updated Gas Check on file. A Gas Check is out of date if there has been an interruption in service, including a change of occupancy, movement or changes in appliances, or any other changes or alterations or interruption of the propane system.
  - (b) Leak Tests. An internal and external leak test is required if you run out of gas. If you are not present we will not conduct the test and we will not deliver propane to the tank.
  - (c) Missed appointments. If you have an appointment for a leak test or Gas Check and are not present when we arrive during the service window indicated on our work order or delivery ticket, you will be subject to an additional charge when we return to conduct the test, even if you are an Auto-Fill customer who has run out of gas. Will-call run-outs will be notified on the day their ticket is scheduled for delivery so that they may be present that day for the required leak test.
  - (d) Photographs required. By agreeing to our service, you allow our technician to take photos of your propane systems, including tanks, appliances, and lines, for safety records.
8. **Your equipment may not be safe, even if we inspect it.** Even after our inspection, we cannot guarantee the safety of your equipment. We will make an effort to identify issues with your propane system during our service, but we may not catch everything, and new problems could arise later on. It's important for you to report any known or suspected defects to us during inspections. You are responsible for following safety guidelines and checking your propane system regularly for damage. We do not check your appliances, so it's crucial for you to ensure their safety. We are not liable for maintaining your propane system or any components not mentioned in writing during our service.

9. **Tank Monitors.** We have the right to install monitoring equipment on your tank, even if we don't own it. This equipment is governed by the terms of this Agreement, including the Equipment Lease Terms and Conditions. We can add or remove the monitoring equipment at our discretion. If we install a monitor on your property, you are not allowed to tamper with it, use it for fraudulent activities, interfere with other subscribers' services, transmit inappropriate content, or use it for unauthorized purposes. If the monitor is tampered with or removed, you may be charged for its replacement. If your tank is connected to ours, we may install a monitor on both tanks as per the terms of the Agreement.

## **EQUIPMENT LEASE TERMS AND CONDITIONS**

1. **Term; Permits and Approvals.** By agreeing to this Agreement, you are leasing the Equipment from us for a specified term, which starts upon the acceptance of your Application and your signing of the Customer Agreement. The lease automatically renews for one-year periods starting on the first day of each calendar year. You are obligated to pay the annual rent specified in paragraph 3. Additionally, you are responsible for obtaining any necessary permits or approvals for the installation and upkeep of the Equipment as required by law. While we will attempt to secure these permits on your behalf, we cannot guarantee that the relevant government authorities will grant them, or that they will pass inspection upon completion of the work.
2. **Equipment Installation; Sole Supplier.** We will set up a propane tank, regulators, monitors, hogtail, pressure gauge, concrete pad, and other related equipment on the property specified in your application. We will be your exclusive propane supplier. You agree that we are your only propane provider for this equipment. Violating this agreement may also be against the law in Michigan, Indiana, or Ohio.
3. **Minimum Annual Purchase and Delivery Obligation.** You are required to buy and receive at least 500 gallons of propane per year (1,000 gallons if you lease a 1,000 gallon tank from us). If you do not meet this minimum requirement, you agree to pay the annual rental rate set by us. The rental amount may change based on your usage or market conditions. The annual purchase and delivery thresholds and rental rates are based on a calendar year, and may be pro-rated if you became a customer during the calendar year:

Gallons Purchased and Delivered	Rent
500+ Gallons (1,000+ gallons for 1,000 gallon tanks)	None
400 – 499 Gallons (800 – 999 for 1,000 gallon tanks)	\$100
300 - 399 Gallons (600 - 799 for 1,000 gallon tanks)	\$200
Less than 300 Gallons (500 - 599 for 1,000 gallon tanks)	\$300
Less than 500 Gallons for 1,000 gallon tanks	\$400

4. **Assignment of Lease or Equipment; Ownership of Equipment.** The Equipment is owned by us and will always remain our exclusive property. You are not allowed to transfer, assign, or use the Equipment as collateral. It must be kept free from any legal claims or debts, and should not be permanently attached to any property or other equipment. However, we have the right to transfer, pledge, or mortgage this Agreement or Equipment without notifying you. You are required to sign any necessary documents to confirm our ownership of the Equipment, including recordable financing statements.
5. **Equipment Removal; Termination Charges.** If you do not meet the minimum purchase requirement, default on this Agreement, or terminate service with us, we have the right to enter your property, take back the equipment, and charge you a termination fee that is separate and apart from any other charges or remedies under this Agreement. Refunds for any propane remaining in the tank are subject to a restocking fee and may be used to offset any outstanding balances. We do not provide refunds if

the level of propane in the tank is ten percent or lower. You also remain responsible for any outstanding amounts even after termination. We may waive this fee if we move the tank to your new address and you continue the lease. You cannot charge us for having our equipment on your property, displaying our logo or anything else. We will remove the equipment after termination as soon as possible, but it will still belong to us even if we take longer than expected to complete the removal. Our right to access the equipment on your property continues even after the agreement ends. We may charge additional fees if we are unable to access your property when we attempt to remove our equipment.

## **FIXED-PRICE AND PRE-PAID CAP TERMS AND CONDITIONS**

1. **Payment.** By placing an order through our website at [www.caywoodpropane.com](http://www.caywoodpropane.com), you agree to pay in full for the specified gallon amount in the pre-buy order. The order must be signed by you (this includes your electronic signature, or "check the box" approval with your online Fixed-Price Application), accepted by us, and paid in full at the time of ordering for it to be valid. Orders and payments also may be taken in person or over the phone, and are subject to confirmation by us.
2. **Delivery.** Auto Fill Delivery Required. You agree to receive a set amount of propane at a fixed price from October 1 to March 31 of the delivery year. We may elect to deliver this before October 1. Deliveries will be on the auto-fill delivery method, and you will remain on the auto-fill delivery method even after all fixed-price gallons are delivered or after the delivery year ends unless you opt-out of the auto-fill delivery method. If your tank needs more propane than your fixed amount, the extra will be charged at market price.
3. **Price.** You will be billed based on the following:
  - (a) The set price indicated in your Fixed-Price order if you chose the prepaid Fixed-Price option.
  - (b) An amount equivalent to the lower of our Market Price at the time of delivery or the Price-Cap Price specified in your prepaid Price-Cap Price order if you selected the prepaid Price-Cap Price option.
4. **Minimum Annual Purchase Obligation.** You are required to buy and receive a minimum of five hundred gallons of prepaid propane from us.
5. **Payment Non-Refundable; Credit Toward Future Purchases.** Any remaining balance of the Fixed-Price or Pre-Paid Cap propane gallons will be credited to your account for future propane purchases.

## **PRICE-CAP TERMS AND CONDITIONS**

1. **Price-Cap Coverage Fee.** By submitting a Price-Cap order on our website at [www.caywoodpropane.com](http://www.caywoodpropane.com), you agree to make a nonrefundable payment for the specified amount of Price-Cap propane as determined by us. If you participate in our Level-Pay Plan we will assess your account's credit balance or charge your payment method on file for a nonrefundable Price-Cap fee based on your Level-Pay Plan usage.
2. **Delivery.** By purchasing Price-Cap Price Protection, you agree to accept delivery of Price-Cap propane between October 1 and March 31 of the delivery year. If you are on the Auto-Fill delivery method, we may deliver Price-Cap propane before October 31.
3. **Minimum Annual Purchase Obligation; Price.** Requires a minimum order of five hundred gallons. The price will be the lower of our Market Price at the time of delivery or the Price-Cap Price, paid as provided in the PAYMENT and CREDIT AND PAYMENT OPTIONS provisions of this Agreement.



## **AUTOGAS**

**ACCESS TO AND USE OF THE PROPANE DISPENSERS AT OUR AUTOGAS SITE IS A LICENSE THAT MAY BE GRANTED, WITHHELD, MODIFIED OR REVOKED BY US AT ANY TIME WITH OR WITHOUT NOTICE AND FOR ANY REASON OR NO REASON AT ALL. THESE AUTOGAS TERMS AND CONDITIONS ARE IN ADDITION TO ALL OF THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. **Your Vehicle Responsibility.** You are accountable for all propane-fueled vehicles you fill at our location. By doing so, you confirm that these vehicles have been and will continue to be serviced in accordance with relevant laws and regulations, including NFPA 58. You also acknowledge that you are familiar with safety obligations and industry standards related to propane as outlined in this agreement or applicable law.
2. **Authorized Drivers.** You and your drivers need our authorization to dispense Autogas at our site. All authorized drivers must undergo proper Autogas dispenser training that meets legal requirements, including NFPA 58. You must provide us with signed certificates for each driver to verify their training. Drivers without proper training or certificates must either complete internal training, third-party training, or pass our Autogas training assessment before accessing our site. No driver will receive site access credentials until training is completed and we have their signed certificate.
3. **Change in Authorized Drivers.** You must inform us promptly about any changes in authorized drivers. You are accountable for any previous or ongoing use of our Autogas site by authorized drivers, even if you have removed them from the list.
4. **Confidentiality and Protection of Driver Credentials.** You acknowledge and agree that: (i) authorized drivers must not share their access credentials with anyone, including other authorized drivers; (ii) all authorized drivers have been informed not to share their access credentials with anyone, including other authorized drivers; and (iii) you and each authorized driver are accountable for any civil or legal consequences if driver credentials confidentiality is breached.