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**WESCO ENERGY PROPANE SUPPLY AGREEMENT & EQUIPMENT LEASE**

This Propane Supply Agreement and Equipment Lease is between WESCO, Inc. ("WESCO"),  
 1460 Whitehall Road, Muskegon, MI. 49445 and \_\_\_\_\_

Delivery Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ ("Customer")

**1. Credit Application.** The terms and conditions outlined in the Credit Application are incorporated herein and made a part of this Agreement.

**2. Equipment.** WESCO will lease to and provide Customer with a propane storage tank(s), blocks and related Equipment (collectively the "Equipment"), which in WESCO'S discretion is necessary to provide Customer with propane service.

**3. General Conditions Regarding Equipment & Appliances.**

(a) **Title to Equipment.** The Equipment provided by WESCO to Customer will at all times remain the property of WESCO and will not become a fixture or a part of Customer's real property.

(b) **Access to Equipment.** WESCO may without prior notice to Customer enter Customer's property to deliver propane or to install, repair, service or remove the Equipment provided to Customer by WESCO or to perform any other service that it deems necessary under this Agreement. Customer agrees to provide WESCO with safe, free and unimpeded access to the tank or cylinder and related Equipment, free of ice, snow, water, mud and other debris.

(c) **Shut off Requirement.** During the term of the Propane Supply Agreement and any extensions hereto, the Customer agrees not to install any furnace, water heater or other gas consuming appliance that does not have a 100% shut off device. A 100% shut off device means that in the case of a pilot light failure, the main burner valve will completely close.

(d) **Modification to Equipment.** Customer will not allow anyone to make adjustments, connections or disconnections to the Equipment or remove or pump out the Equipment without the written permission of WESCO.

(e) **Access to Appliances.** WESCO shall be provided access at all reasonable times to all propane gas consuming appliances and Equipment connected to the storage tank system for purposes of inspection. WESCO shall have the right to refuse to connect or to disconnect from any appliance or gas Equipment deemed unsatisfactory for use with propane. WESCO shall not be liable for such acts or failures to act, nor for the subsequent use of propane in connection with said appliances and Equipment.

(d) **Damage to Equipment.** Customer will notify WESCO immediately if the Equipment is damaged or malfunctions or if Customer experiences any problems with the Equipment.

**4. Propane Purchase & Supply.** Customer agrees to exclusively purchase "WESCO'S" propane to be used with the WESCO owned tank or cylinder.

**5. Minimum Annual Purchase Requirement.** Customer agrees to purchase at a minimum two propane deliveries on an annual basis. These two deliveries must be at least the minimum amount of propane gallons required per respective tank size. Wesco reserves the right to charge an annual minimum purchase fee if this purchase requirement is not met by the customer.

**6. Fees, Rates and Charges.** The Customer agrees to pay WESCO'S fees, rates and charges in effect on the date the propane is delivered all as outlined in the Credit Application. WESCO reserves the right to change its fees, rates and charges from time to time without prior notice to the customer.

**7. Term.** The initial term of this Agreement shall be twenty-four (24) months commencing on the date signed by the Customer and continue thereafter until terminated in accordance with Paragraph 8.

Customer hereby acknowledges receipt of a copy of the foregoing Agreement along with the Terms and Conditions set forth in the credit Application. By this execution the Customer accepts the terms and conditions of both this Agreement and the Credit application.

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Wesco: \_\_\_\_\_

*James H. Blais*  
 Director

**8. Termination.** Either party may terminate this agreement at the expiration of the initial term or at any time thereafter by giving the other party thirty (30) days prior notice. WESCO may terminate this Agreement at any time without prior notice to the Customer if Customer fails to satisfy the terms and conditions of this Agreement or the Credit Application or if WESCO determines that a condition exists that poses a health or safety threat. In the event the Customer terminates this Agreement prior to the expiration of the initial term, Customer shall be in default of this Agreement and shall be required to pay any early termination penalty.

**9. Service Discontinuance.** If propane service is discontinued, Wesco reserves the right to assess Customer a tank pick-up fee plus applicable taxes, for returning Wesco's loaned equipment back to inventory. Wesco does not reimburse Customer for any fuel remaining in tanks. ALL SALES ARE FINAL. An additional pump out/pump down charge may also apply. Pick up fee and pump out/pump down charges are subject to change without notice to Customer.

**10. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL WESCO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A CLAIM IS MADE OR A REMEDY IS SOUGHT UNDER CONTRACT, TORT OR PRODUCT LIABILITY LAW.

**11. Temporary Exhaustion of Propane.** WESCO has a Courtesy Keep Full service which attempts to predict when a delivery is needed based on a temperature degree day system. Due to varied patterns of usage by the Customer, including but not limited to, adding or deleting appliances, periods of absence, various forms of conservation, or periods of increased usage, the system is only an estimate and will only work with the aid of the Customer. The Customer requesting this service agrees to be aware of the amount of propane remaining in the tank at periodic levels and to promptly notify WESCO when the propane remaining is **twenty percent (20%)** or less on the tank gauge.

**12. Force Majeure.** WESCO will not be responsible for any delay or damages caused by events or circumstance beyond its reasonable control including without limitation: acts of God; fire; storms; floods; labor disputes; compliance with laws or regulations; WESCO's inability to obtain propane or Equipment from its customary suppliers; terminal, refinery or pipeline disruptions, allocations, or allocation programs; lack of or inadequate transportation facilities. Under any of these circumstances, WESCO may allocate propane and Equipment among its customers in any manner that WESCO in its sole judgment deems reasonable.

**13. Assignment.** The Customer Acknowledges that this Agreement is not assignable by the Customer without the prior written consent of WESCO and that the Equipment, may not be moved from the Customer's premises or from the original installation location without the prior written consent of WESCO.

**14. Indemnifications.** The Customer agrees to indemnify and hold WESCO harmless from and against any and all claims, liabilities, damages and expenses directly arising out of or in connection with the Customer's possession and control, storage, use or handling of the Equipment and the propane delivered to it pursuant to the terms of this Agreement, unless such claims, liabilities, damages or expenses are directly caused by the negligent omission or commission of WESCO or WESCO's agents or employees.