

Social Security # _____

Will Call - Keep Full _____

Driver's License # _____

Kohler's Propane Co.

Guaranteed Cash/Budget Price _____
Per Gallon For 1 Year

1-800-572-2191

ACCOUNT
NUMBER _____

BULK SERVICE FUEL AGREEMENT

No 5918

P.O. Box 573 • 4130 Main Street • Brown City, MI 48416-0573

THIS AGREEMENT, made and entered into by and between the named Customer and Kohler Oil & Propane Company, a Michigan corporation, also known as Kohler's Propane, hereinafter referred to as "Company". In consideration of the respective obligations of the parties hereto, it is hereby agreed as follows:

Customer Name _____	Telephone No. _____			
Service Location _____	HOUSE NUMBER _____	STREET _____	CITY _____	TOWNSHIP _____
Mailing Address _____	City _____		State _____	Zip _____

1. PURCHASES.

The customer agrees to purchase "Kohler's" propane at the Company's current price schedule subject to the annual minimum gallonage and minimum delivery requirements established by the Company from time to time.

2. PAYMENT.

The customer agrees to promptly pay for all propane ordered or delivered and to pay any and all state, local or federal taxes and any advalorem taxes, which are now in effect or which may be subsequently imposed, upon the propane supplied by the Company, or the tanks and other equipment provided by the Company.

FEDERAL TRUTH IN LENDING DISCLOSURE: Amounts for which payment is not received by the due date may be subject to a late payment charge of 1.7% per month. Any account 60 days delinquent or more are subject to further collective action and may be sent to collection agency. You will be in default if you do not pay a balance on time, file for bankruptcy, or make an assignment for the benefit of creditors. Default means we can demand immediate payment of the full balance. If we refer collection of the balance to an attorney or collection agency, you will be liable for all reasonable fees incurred plus all court costs and expenses.

3. DRIVEWAY.

The customer shall provide a driveway capable of handling the Company's bulk delivery trucks, free of snow and other obstacles, so as to permit the Company's trucks free access to within one hundred feet of the storage tank at all times. The Customer specifically acknowledges and understands that the Company cannot deliver propane from a public thoroughfare.

4. INDEMNIFICATION.

The Customer agrees to indemnify and hold the Company 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 bulk service operating 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 the Company or the Company's agents or employees.

5. ASSIGNMENT AND NOTICE.

The Customer acknowledges that this Bulk Service Fuel Agreement is not assignable by the Customer without the prior written consent of the Company and that the tank, regulator and other accessories may not be moved from the Customer's premises or from the original installation location except with the prior written consent of the Company.

6. RENDERING.

The Company agrees to provide the Customer with a reliable supply of propane at the customer's address set forth in this Agreement. The Company further agrees to furnish bulk service operating equipment for the use of propane by the Customer and to furnish without charge, labor and any necessary replacement parts during the term of this Agreement, subject to the terms of any Equipment Rental Agreement which may be signed between the Company and the Customer.

7. FORCE MAJEURE.

Neither party shall be liable in damages or otherwise to the other for any failure to perform hereunder when performance is prevented, delayed or otherwise effected by or in connection with any embargo, order, requisition or request of any government or acting authority, act of God, fire, explosion, strike, industrial disturbance, accident, war, failure, loss or impairment of the Company's supplies at the shipping point designated herein, or facilities of production or transportation, or any other causes whatsoever beyond such party's control.

8. EQUIPMENT.

The Company shall furnish to the Customer, bulk service operating equipment consisting of a _____ gallon propane storage tank. Serial No. * _____, manufactured by * _____ together with all necessary valves, regulators and accessories. Receipt of \$ _____ is hereby acknowledged as payment of installation charge and/or transfer fees.

Receipt is acknowledge of a copy of the foregoing Agreement and disclosure prior to the completion of the installation and by this execution the Customer accepts the terms and provisions set forth on both sides hereof.

Approved By: _____ X _____
Kohler's Propane Co. Date CUSTOMER Date

*Serial Number and Manufacturer to be provided on the YELLOW COPY after installation and final approval.
The Customer receives the PINK COPY immediately after the Customer's signature.