

Kohler's Propane North

Will Call Keep Full

Social Security # _____

(989) 269-4674 • 1-888-950-7975

2525

Driver's License # _____

BULK SERVICE FUEL AGREEMENT

Guaranteed
Cash/Budget Propane _____
Per Gallon For 1 Year

ACCOUNT
NUMBER _____

957 S. VAN DYKE • BAD AXE, MI 48413

Or 10 to 30 Days _____

THIS AGREEMENT, made and entered into by and between the named Customer and Kohler's Propane North, a Michigan corporation, 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 _____
COUNTY _____	
Mailing Address _____	City _____ State _____ Zip _____

1. PURCHASES.

The customer agrees to purchase propane from **Kohler's Propane North** 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 ad valorem 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 is 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(s) 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. 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 North 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.

Terms continued on reverse