



**NW OHIO PROPANE CUSTOMER SERVICE/DELIVERY AGREEMENT
LEASED TANK**

Please Print

Applicant Name: _____ Date: _____
Co-Applicant: _____
Address: _____ County: _____
City, State, Zip: _____
Phone: _____ Cell Phone: _____
Email Address: _____

Delivery Address if different from above

Delivery Address: _____ County: _____
City, State, Zip: _____

Please Check One: Owner Renter Landlord

If Renting, Name of Landlord: _____ Landlord Phone: _____
Landlord Address: _____

Anticipated Tank Delivery Date: _____
Approximate feet from tank to regulator on building: _____
Leased Tank Serial Number: _____

Leased Tank Size: 60 Gallon 500 Gallon
 120 Gallon 1000 Gallon
 320 Gallon

Generator use only:

Trenched-In Propane Service Line: Yes No
Existing Regulator on Home: Yes No

The following must be completed prior to a technician installing the propane tank:

- ◆ Mark the tank location with two stakes to show direction of tank.
- ◆ Indicate where the regulator should be placed on the building.
- ◆ The tank needs to be placed within 100 feet of the driveway.
- ◆ Tank Distances per NFPA Regulations:
 - 500 gallons or less – 10 feet away from any building or lot line.
 - 500 gallons or more – 25 feet away from any building or lot line.

NW Ohio Propane field personnel will make the final determination of tank placement. NW Ohio Propane services from the propane tank to the regulator on the building. All inside service work is the responsibility of a certified heating and plumbing contractor.

NFPA Code requirements for "out-of-gas" deliveries:

- ◆ A Leak Test must also be performed per NFPA Regulations.
- ◆ There will be a service fee charged for the "out-of-gas" Leak Test.

Please check the type of propane delivery you wish to receive:

AUTO-FILL (with approved credit) **Auto-Fill** - Deliveries are scheduled by NW Ohio Propane in an effort to maintain uninterrupted propane service at your residence or business providing your account is current. **IMPORTANT:** Auto-Fill is just an estimate. It uses past history and outdoor temperatures in estimating your tank percentage. If you have heavy sporadic usage, or inconsistent usage, this will throw the estimate off. Therefore, we ask you to check your tank periodically and call or email us (auto-fill@nwohiopropane.com) with updated tank percentages if there are any changes and/or spikes in usage. We also request you keep us updated on the addition of propane appliances, or if an alternate heat source is being used.

WILL-CALL **Will-Call** – Deliveries are initiated by you, the customer. You are required to give 5 business days' notice when the tank gauge reads approximately 30%. If an immediate delivery is needed, NW Ohio Propane will do its best to accommodate, however, extra charges will be assessed.

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TANK LEASE AGREEMENT – Base Tank Set includes tank delivery, labor hours, 25 feet of gas line, 25 feet of trenching and regulator installation. Additional charges apply for gas check, additional gas line, additional trenching, etc. Trenching may not be available at all locations. Propane is not included in the Fees. Customer agrees to provide access to NW Ohio Propane to install, service and remove the propane tank. Tank lease fee is included with the price of propane. Tank lease for generator only will have an additional yearly fee. Tank lease is non-refundable and non-transferable. Customer agrees that leased tank will not receive deliveries or repairs by anyone other than NW Ohio Propane or its designee. If, at any time, 1) tank is not in active use, 2) service is stopped due to non-payment, 3) terms of this agreement are violated, NW Ohio Propane retains the right to enter customer property and remove the lease tank after notifying the customer and the customer irrevocably grants NW Ohio Propane access across customer’s property to remove the leased tank after notifying the customer. Notification to the customer shall be deemed given when sent by regular mail to the mailing address stated on this application no less than 3 days prior to the date of removal. Customer’s account will be credited for propane remaining in the tank. Credit will be assessed at the price charged on the last delivery. Customer’s system must comply with all applicable regulations, standards and codes and must pass a GAS CHECK inspection. Combustible materials shall not be stored within 10 feet of the tank. Structures and sources of ignition shall be distanced from the tank as required by the LP Gas Code.

TERMS AND CONDITIONS

1. **Acceptance:** Upon acceptance by NW Ohio Propane, LLC. of this application, applicant (and co-applicant, if any) shall become the “customer”.
2. **Out-Of-Gas Calls:** All out-of-gas calls must have a leak test and safety check performed before gas service can be resumed. All WILL-CALL customers and AUTO-FILL customers may be charged for service.
3. **Property:** NW Ohio Propane will provide customer with appropriate propane storage tank (“tank”) or cylinder and related equipment (in NW Ohio Propane’s opinion), which will, at all times, remain the property of NW Ohio Propane and will not become a fixture or part of customer’s real estate. A UCC-1 may be filed with the appropriate town where the tank is located.
4. **Minimum Usage Charge:** Tank lease customers must meet or exceed minimum usage requirements based on tank size.
5. **Termination:** Customer may terminate this agreement by giving NW Ohio Propane 30 days prior notice. NW Ohio Propane may terminate this agreement at any time if customer violates any of the terms and conditions of this agreement. Prior to termination of this agreement, customer shall use all propane in the tank or cylinder. Any propane remaining in the tank or cylinder upon removal shall become the property of NW Ohio Propane and the value thereof may be credited to the customer at the discretion of NW Ohio Propane. Customer shall remain liable for all fees and charges incurred by customer prior to the termination of this agreement.
6. **Exclusive Delivery:** Customer agrees that only propane sold by NW Ohio Propane will be delivered to the tank(s) provided by NW Ohio Propane.
7. **Delivery Price:** Customer shall pay NW Ohio Propane’s rates, fees or charges in effect on the date that propane is delivered to customer. NW Ohio Propane reserves the right to change its rates or charges if need be without prior notice. The price of propane varies based on market influences, NW Ohio Propane’s costs, volume of use and other factors.
8. **Service Charges:** Services charges are based upon NW Ohio Propane’s then current labor and operational costs.
9. **Default:** Customer agrees to pay all invoices received from NW Ohio Propane within 15 days of any such invoice. Customer will be considered in default if balances are unpaid after 15 days. Customer shall pay finance charges (1.5% monthly, 18% annually) on the 30 days unpaid balance. Any customer with an unpaid balance will not receive any more deliveries until the balance is paid in full. Customers past 60 days may have an interruption in service or their account may be terminated.
10. **Equipment Operation and Access:** NW Ohio Propane shall maintain the equipment in good operating condition at all times. Customer hereby agrees that NW Ohio Propane shall have right of entry at all times upon customer’s premises at any or all reasonable hours of the day for the purpose of removal, inspection, and repair or to maintain the equipment. Access will be granted to NW Ohio Propane without question or hindrance by customer or customer’s agents. Customer will always be responsible for maintaining accessibility to said equipment.
11. **Limitations on Damages:** NW Ohio Propane shall not be liable for any loss sustained by customer as a result of the exhaustion of customer’s supply of propane, nor for any injuries to persons, damage to property or loss due to the negligence by customer, its employees, or assigns. NW Ohio Propane shall not be liable for incidental or consequential damages.
12. **Confidentiality:** NW Ohio Propane does not share any customer’s personal information with any other entity except its affiliates.

The current price and/or rate for service, minimum usage charge(s), tank rental charge(s), and any other fees, charges or costs to customer is readily available by calling NW Ohio Propane at 419-636-NWOP (6967). NW Ohio Propane reserves the right to increase any prices, fees, rates or charges without prior notice.

I/we, the undersigned, do agree to keep current all accounts that are due. I/we also understand that NW Ohio Propane, LLC., is governed under specific laws and company policies pertaining to safety. In the event that an irregularity or question of safety should arise, or should an employee of this company become aware of such irregularity or question of safety, NW Ohio Propane will attempt to notify me/us. Disruption of service may occur until such time the repairs of the irregularity or safety hazards have been corrected and approved by this company. I/we further understand that it is my/our responsibility to contact this office should a possible safety hazard, irregularity, or danger involving my/our propane service occur, and any repairs to correct such hazard, irregularity or danger will be at my/our expense.

Applicant’s Signature: _____ Date: _____
Co-Applicant’s Signature: _____ Date: _____

Thank You for choosing NW Ohio Propane and making us “your local propane partner”. We appreciate your business!