



**COMMERCIAL PROPANE GAS SALES AGREEMENT**  
(CUSTOMER-OWNED PROPANE EQUIPMENT)

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 3245 W 2100 S Salt Lake City UT 84119			
Telephone 801 - 972 - 6674		Fax 801 - 975 - 7454	
Email KHUBER@suburbanpropane.com			
Agreement Date 2/4/2021	Account Number 71647	Account Representative Name KAREN	CSC Number 1243
Customer Name ("Customer") TOOELE COUNTY FIRE DEPARTMENT		Business Telephone Number 435-833-8123	Cell Telephone Number 435-241-0027
Customer's Tax Identification Number 87 6000317		Fax Number	Email Address DWALTON@TOOELECO.ORG
Billing Address 47 SOUTH MAIN		City TOOELE	State UT
Zip Code 84074			
Delivery Address 300 WEST PARK STREET		City TERRA	State UT
Zip Code 84022			

**1. PROPANE AND EQUIPMENT:** Customer acknowledges that it is Customer's responsibility to timely supply, install, operate, maintain and protect, at Customer's expense, all storage tank(s), cylinder(s), regulator(s), meter(s), related exterior and interior piping and other equipment at the Delivery Address necessary for use for LP-Gas ("Propane") service ("Customer-owned equipment," which term shall include, but not be limited to, all piping that may hereafter be installed at the Delivery Address by Suburban) and Customer warrants ownership, quality and structural integrity of the same during the entire term of this Agreement. In the event that Customer requests Suburban to replace any Customer-owned storage or distribution equipment, or to lease to Customer any Suburban-owned storage equipment, Customer understands that Suburban and Customer may agree to do so under the terms and conditions of a mutually-acceptable separate agreement. Customer represents that it has the legal right and landowner's consent, if applicable, to arrange for Propane service at the Delivery Address for the duration of this Agreement. Customer is responsible for proper grounding/bonding of propane piping, shall arrange for protection of regulators from the elements and, where applicable, for protection of piping, regulators, meters, etc. from the forces of accumulated snow/ice. Customer agrees to use the Propane sold hereunder only as a fuel source for heating units and appliances.

**2. PRICES AND FEES:** As compensation for Suburban's supply to Customer of Propane and provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing. Customer understands and agrees that, unless otherwise stated by Suburban in writing (including in any Addendum attached hereto), any Price quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery. Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index.

The initial amounts of Fees to be charged to Customer include:

MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$ 0.00

SAFETY PRACTICES & TRAINING FEE: \$ 9.92

MINIMUM ANNUAL PURCHASE REQUIREMENT: 400 gallons

PER DELIVERY METER READ FEE: \$ 0.00

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price. The Safety Practices & Training Fee and other Fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and other Fees are not collected on behalf of, or remitted to, any governmental entity.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current Price and Fees, and delivery terms and options, applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at [www.suburbanpropane.com](http://www.suburbanpropane.com).

**3. CUSTOMER'S RESPONSIBILITIES:** Customer, at its sole cost and expense, shall be responsible for, and Seller's obligations under this Agreement shall be expressly pre-conditioned upon, Customer's timely provision, installation, operation, security and maintenance of each item checked in Appendix A below, and trained personnel as required by law or regulation. In addition, Customer shall notify Seller of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries; before any change in use and/or occupancy of the Delivery Address; and before any Propane-fueled unit or appliance at the Delivery Address is worked on, moved, altered, connected, disconnected, removed or replaced.

**4. TERM OF AGREEMENT:** This Agreement shall continue on a month to month basis unless and may be terminated by Suburban or Customer upon prior written notice to the other party as set forth in paragraph 13 of this Agreement. Either party can terminate this Agreement upon default of the other. This Agreement may be terminated by Suburban for health and/or safety reasons.

**5. PAYMENT TERMS AND POLICY:** A Delivery Invoice may be left at the Customer's location even if Customer is not present at the time of delivery. Invoices shall be due and payable upon Customer's receipt thereof. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Invoices remaining unpaid more than thirty (30) days from Invoice date shall be  
DISTRIBUTION: CUSTOMER - COPY OFFICE - COPY



subject to a Late Payment Fee consistent with applicable law. Without further notice, Seller may suspend Propane delivery for non-payment of Invoice(s) more than sixty (60) days from Invoice date(s). Resumption of Propane delivery after a suspension is subject to an Inspection Charge. Title to Propane shall transfer from Seller to Customer upon delivery, and is subject to recovery by Suburban in the event of non-payment. Customer agrees that Suburban shall have the right to access Customer-owned equipment to recover its Propane not paid for by Customer, and Customer agrees to pay any applicable Restocking (Pump Out) Fees and other Charges relating to such recovery. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, storage or use of Propane sold hereunder.

**6. SAFETY:** Customer acknowledges that warnings for employees and end users and other safety literature produced by the Propane Education Research Council and signs and decals are available for purchase. Customer agrees to provide all employees and agents at the Delivery Address and all end users of the Propane sold hereunder with the safety information provided by Seller to Customer. For additional safety information, including natural disaster and weather-related warnings, visit [www.suburbanpropane.com](http://www.suburbanpropane.com) or call 1-888-223-0029. Customer shall ensure that its employees, agents and end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide. By signing below, **Customer acknowledges that Customer has become familiar with the odor of Propane and has received Suburban's Safety Tips and Propane Safety Data Sheet attached hereto.**

**7. MAINTENANCE; ACCESS; SERVICE:** Customer agrees that no modification, connection or addition to Customer-owned equipment or replacement, repair, disconnection or other handling of Customer-owned equipment will be made without prior notice to Suburban. Customer understands and agrees that it is Customer, and not Suburban, who is responsible to inspect Customer-owned equipment, at Customer's expense, except as otherwise required by law. Customer further agrees that Suburban shall have no obligation to maintain or repair Customer-owned equipment. At all times Customer shall provide Suburban with unobstructed access (without risk or liability for trespass) to deliver to Customer-owned equipment, and to remove from such equipment those gallons of Propane for which Customer has not made payment within sixty (60) days of the date of delivery thereof. Suburban may disconnect any Customer-owned equipment deemed by Suburban to be unsafe. If access across a Customer-owned bridge is required, Customer shall, as a condition precedent to Suburban's obligations, satisfy Suburban that the bridge will safely accommodate the weight of the delivery vehicle. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

**8. INSURANCE:** While this Agreement remains in effect, Customer shall maintain commercial general liability ("CGL") insurance coverage with limits acceptable to Seller including products liability, completed operations, and contractual liability coverages; and workers' compensation and employers' liability coverages. At Seller's request, Customer agrees to provide Suburban with a Certificate of Insurance and endorsement(s), in forms acceptable to Suburban, that evidence such insurance coverage and name "Suburban Propane Partners, L.P. and its subsidiaries, affiliates and successors" as an additional Insured with respect to Customer's CGL Insurance policy. While this Agreement remains in effect, Suburban shall maintain CGL and other appropriate insurance coverages, in accordance with standard industry practice.

**9. RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (3) any "force majeure" condition; (4) any damage to a driveway or any Customer-owned bridge failure or other premises liability; (5) exhaustion of Customer's Propane supply; (6) service discontinuance; (7) Customer's breach of this Agreement; (8) any negligent act or omission on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination of expiration of this Agreement.

**10. EXCUSED PERFORMANCE:** Customer agrees that Seller shall not be liable to Customer or other party for failure to supply Propane or for any delay, loss or damage, or any failure to perform this Agreement due to any "force majeure" condition such as flood, fire, lightning or other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control whether or not similar to the foregoing and including, without limitation, failure of Customer-owned equipment to meet applicable safety standards.

**11. DEFAULT:** Should either party default on any material condition of this Agreement, the non-defaulting party shall have the option to cancel this Agreement by providing thirty (30) days prior written notice of intent to cancel to the defaulting party and if the defaulting party does not cure such default within such notice period, except that Seller may elect to terminate this Agreement immediately if Customer fails to make payment or maintain insurance coverage as required hereunder or for any safety violation not remedied. Suburban's right to collect Late Payment Charges shall not prohibit or restrict it from declaring a payment default.

**12. NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

**13. SUCCESSORS; ASSIGNMENT; SUBCONTRACTING; NOTICES:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and sent to the parties' respective address/email address. Customer authorizes Seller to provide notice by alternate means of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

**14. APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction where the Delivery Address is located. This Agreement, including the **Dispute Resolution Procedures Addendum and any Appendix or Attachment** hereto that are made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Addendum/Appendix/Attachment to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated.



15. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement.

☐ Unless this box is checked, Customer expressly authorizes Suburban to conduct business with Customer electronically. Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

SUBURBAN By: \_\_\_\_\_  
Signature of Suburban Manager (see instructions)

Joe Reasbeck, CSC Manager  
Print Name and Title

CUSTOMER:  \_\_\_\_\_  
Signature of Customer

TOOELE COUNTY FIRE DEPARTMENT  
Print Customer's Name

APPENDIX A

ITEMS TO BE SUPPLIED BY CUSTOMER (SEE SECTION 3)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> All required permits and other necessary installation and operation approvals;  | <input type="checkbox"/> Pump, motor and meter maintenance;  |
| <input type="checkbox"/> Physical protection of/for Equipment and Customer-owned equipment;   | <input type="checkbox"/> Required non-combustible fencing;   |
| <input type="checkbox"/> Excavation, trenching and backfill for underground pipe and storage container, necessary sand beds, clearance, leveling and related site preparation for installation of Equipment including notification of underground facility markout service; | <input type="checkbox"/> Electric power, wiring and lighting (Class 1 Group D Explosion Proof);  |
| <input checked="" type="checkbox"/> Concrete slabs or piers to Suburban's specifications for Propane bulk storage tank(s);  | <input type="checkbox"/> Unloading riser fittings;   |
| <input checked="" type="checkbox"/> All fire protection requirements and fire prevention equipment, including fire extinguishers;   | <input type="checkbox"/> Vaporizer;  |
| <input type="checkbox"/> Piping from Propane bulk storage tank or tank manifold terminal to other equipment;  | <input checked="" type="checkbox"/> Adequate truck access for delivery of Propane and Equipment clear of obstruction, snow and debris; |
| <input type="checkbox"/> Other: _____   |  |
| <input checked="" type="checkbox"/> Propane warnings, signs and decals and trained personnel.   |  |