



1560 Caton Center Dr. STE# A-D
Baltimore Md. 21227
PHONE:410-565-6427
FAX:410-565-6430

LOCK-IN PRE-PAY PROGRAM 2015-16
PRE-PAY GALLONS DELIVERED FROM September 30 2015 TO April 1st 2016

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone _____

Account #: _____

Offer Expires _____

Pre-buy gallons purchased * _____

Price per gallon:*** _____

Admin Process fee _____

sub total _____

Total payment due: _____ \$0.00**

Signed contract, and payment in full is required 15 days from contract date

Check #: _____

Credit Card #: _____

Exp. Date: _____

* If pre-pay gallons are depleted prior to April 1st 2016 additional gallons are billed at the current rate. If pre-pay gallons still remain after April 1st 2015 the money remaining on the account will become a credit on the account for future purchases. NO REFUNDS WILL BE ISSUED..

** Total payment includes state sales tax if applicable. For Delivery and Hazmat charges \$20.25 for Auto Fill and \$50.00 for Will call will invoiced per delivery

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*** Price per gallon is contingent on the availability of pre-pay product from Tech Air's supplier.

Price is locked in for duration of contract, no price adjustments will be made during contract period.

No refunds will be given after payment has been received on the pre-pay program.

Tech Air Signature: JEFFERY D KENNEY
Senior Account Executive

Customer Signature: _____

TERMS AND CONDITIONS

1. **Equipment Charges.** If Equipment is Leased customer agrees to pay the applicable Equipment deposits and non-refundable service and lease fees shown on the face of this Agreement. Company shall have the right to increase these deposits and fees at any time upon 30 days' notice to Customer.

2. **Propane Charges.** The charge for propane sold to Customer will be calculated at the current price charged by Tech Air Mid-Atlantic, Inc. at the time of delivery for the applicable class of customer. For propane stored in metered tanks on Customer's premises, Tech Air Mid-Atlantic, Inc. will charge Customer for propane usage as measured through the meter.

3. **Payment Terms.** Customer agrees to pay all invoices for products or services promptly upon receipt, and a late charge of [1.5%] per month (or the maximum allowed by law in your state) on any balance remaining unpaid 30 days after the invoice date. In addition, Company shall be entitled to recover from Customer its reasonable collection costs, including attorney's fees.

4. **Ownership of Leased Property.** Customer acknowledges and agrees that, at all times during the term of this Agreement, it shall have no ownership right in the leased Equipment, and that legal title to the leased Equipment is, and shall at all times remain, vested in Tech Air Mid-Atlantic, Inc.. At no time shall the leased Equipment be considered a fixture or an appurtenance to real estate to which it may be attached. Customer specifically acknowledges and agrees that Tech Air Mid-Atlantic, Inc. has the sole right to fill the leased Equipment with propane gas, and that Customer shall not fill the leased Equipment with any substance. Notwithstanding anything to the contrary in this Agreement, the parties specifically agree that in the event the Customer fills, or permits any person other than Tech Air Mid-Atlantic, Inc. or Tech Air Mid-Atlantic, Inc.'s authorized agents to fill, the leased Equipment with any substance, Tech Air Mid-Atlantic, Inc. may terminate this Agreement immediately upon giving notice to Customer.

5. **Installation, Maintenance and Service.** Tech Air Mid-Atlantic, Inc. agrees that it shall install the leased Equipment on the premises in a manner consistent with recognized safety standards existing at the time of installation. Tech Air Mid-Atlantic, Inc. also agrees that it shall be responsible for maintenance and service of the leased Equipment, and shall undertake all repairs necessary to keep the leased Equipment in safe working condition; provided, however that Tech Air Mid-Atlantic, Inc.'s responsibility for maintenance and service of the leased Equipment is subject to provisions of Section 6. Herein. At its sole option, Tech Air Mid-Atlantic, Inc. may from time to time substitute property of similar description for the leased Equipment, or any part thereof, and the property substituted in place of the original leased Equipment shall thereupon become the leased Equipment.

6. **Customer's Obligations. (a) Loss and Damage.** Customer specifically agrees that it shall not commit any waste or damage of or to the leased Equipment, nor shall Customer deface, remove or conceal any name, mark and/or identifying device on the leased Equipment, **nor shall Customer make any repairs to the leased Equipment.** Customer agrees to notify Tech Air Mid-Atlantic, Inc. of any damage to, or destruction of, the leased Equipment as soon as Customer becomes aware of such damage or destruction. In the event of any damage or destruction, Tech Air Mid-Atlantic, Inc. shall make repairs or replace the leased Equipment as Tech Air Mid-Atlantic, Inc. believes reasonably necessary, and Customer specifically agrees to reimburse Tech Air Mid-Atlantic, Inc. for all expenditures of labor and materials incurred by Tech Air Mid-Atlantic, Inc. to repair or replace any damage to, or destruction of, leased Equipment caused by, or arising from, Customer's intentional and/or negligent acts, and/or failures to act, in violation of this Agreement. Customer acknowledges that Tech Air Mid-Atlantic, Inc. does not carry any property damage insurance coverage on the leased Equipment, and that Customer may, at Customer's option and its sole expense, purchase property damage insurance covering the leased Equipment. **(b) Control of Equipment.** Customer shall have exclusive control of the leased Equipment and propane product so long as they remain in Customer's possession. **(c) Access to Equipment.** Customer agrees to provide safe and unobstructed access by Tech Air Mid-Atlantic, Inc. to the leased Equipment, and grants Tech Air Mid-Atlantic, Inc. the irrevocable right to enter upon Customer's premises to install, service, fill, repair, replace and remove the leased Equipment. Customer agrees to bear the risk of damage and the cost of repairing any damage to driveways, sidewalks, curbs, lawns, septic systems and other property resulting from such access and entry. **(d) Modifications. Customer warrants and agrees that Tech Air Mid-Atlantic, Inc. shall not be responsible in any way for** damages to, or loss of, property and/or injury to, or death of, any person or persons, including, without limitation, persons employed or engaged by Customer, caused by or arising out of the repair, modification, alteration, installation, removal or maintenance of Customer's propane piping, propane appliances, or any other component of the Customer's propane distribution system by the Customer or Customer's employees, agents or representatives, or any other third-party not affiliated with Tech Air Mid-Atlantic, Inc.. **(e) Notice of Modification.** Customer shall notify Tech Air Mid-Atlantic, Inc., within 10 days of any alteration, modification, repair, maintenance performed on the Customer's propane distribution or any installation or removal of any propane distribution system component including, but not limited to, propane piping, appliances and equipment. **(f) Pet(s).** We are not responsible for customer pets. It is the customer's responsibility to keep pets inside during delivery and/or in a separate room when a technician is servicing the equipment.

7. **Taxes.** Customer shall be responsible for all personal property taxes and all other taxes, assessments or similar charges imposed by any governmental authorities upon the Equipment or its use during the term of this agreement. Company shall have the right to pay such taxes on behalf of Customer and to recover same from Customer upon written notice.

8. **Agreement Term.** The term of this Agreement shall continue in effect until terminated as provided in this Agreement.

9. **Termination.** Either party may terminate this Agreement at any time without cause upon 30 days written notice to the other party. In addition, Tech Air Mid-Atlantic, Inc. may terminate this Agreement, discontinue propane sales or the provision of services, seal and "lock off" the tank and exercise any other available remedies at law or in equity, immediately and without notice, if Customer fails to make timely payment for any lease fees, propane purchases or other payment obligations hereunder, or fails to abide by, or perform its obligations under, any of the terms of this Agreement. Upon any termination of this Agreement, Customer nevertheless shall remain obligated to pay all amounts due to Tech Air Mid-Atlantic, Inc. hereunder, including the removal fee and shall remain responsible for safekeeping of the Equipment until removed by Tech Air Mid-Atlantic, Inc... Customer agrees to bear the expense necessary to make the Equipment accessible to the Company, including bringing underground tanks and other equipment to ground level for service or removal. Company shall have no obligations for restoration or change to Customer's premises.

10. **Exclusion of Warranty.** Customer agrees that, to the extent allowed by law, all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose or use are excluded from, and shall not apply to, the sale of propane, to the sale, lease or loan of any Equipment, or to the provision of any services by Company. The Company makes no warranty or guaranty to maintain Customer's propane supply at a specific level or inspect Customer's propane supply on a specific schedule. Accordingly, Customer acknowledges and agrees that under no circumstance shall the Company be liable for any damage resulting from "out of gas" situations.

11. **Limitations of Remedy.** Customer agrees that to the extent allowed by law, Customer's sole and exclusive remedy against Company shall be for the replacement or repair of any defective items provided by Company. Customer agrees that no other remedy (including but not limited to any remedy for special, indirect, incidental or consequential loss) shall be available to Customer.

12. **Delay or Failure of Performance.** Any delay or failure of performance hereunder on the part of Tech Air Mid-Atlantic, Inc. including the failure to supply propane shall be excused without liability if the delay or failure of performance results from accidents, weather conditions, acts of God, government regulation, fire, floods, labor disturbances, terrorism, breakdown or other failure of equipment, inadequate wholesale supplies of propane or any other causes beyond the reasonable control of Tech Air Mid-Atlantic, Inc.. Additionally, Tech Air Mid-Atlantic, Inc. will not be responsible for damages for failure to deliver propane to vacant or unattended premises or premises that are not readily accessible by our employees.

13. **Non-Assignability of Agreement.** Customer agrees that, at all times during the term of this Agreement, it shall not assign, transfer, sublease, pledge as security or otherwise dispose of its limited interest in the leased Equipment as set forth in this Agreement without the prior written consent of Tech Air Mid-Atlantic, Inc...

14. **INDEMNIFICATION.** Customer agrees that it shall defend, indemnify, and hold harmless Tech Air Mid-Atlantic, Inc., and all of its affiliates and all of their respective directors, officers, agents, employees, and insurers, from and against any and all claims, demands, damages, environmental damages and/or liabilities, losses, causes of action, judgments, fines, assessments, costs and expenses of any kind or nature, including all attorneys' fees and all costs and expenses of litigation and court costs (including attorneys' fees and costs and expense of litigation and court costs incurred in enforcing this provision) for damages to or loss of property, and/or injury to, or death of, any person or persons, including without limitation persons employed or engaged by Customer, and/or damages to the environment caused by or arising or resulting from: (a) Customer's use and/or possession of the leased Equipment; and/or (b) Customer's breach of any of its representations, warranties, undertakings, covenants, promises and agreements as set forth in this Agreement; and/or (c) Customer's failure to comply with any and all applicable federal state or local laws, ordinances, order, permits, rules and regulations with regard to Customer's use and/or possession of the leased Equipment; provided however, that Customer shall not have any indemnification obligations to Tech Air Mid-Atlantic, Inc. for any damages, injuries, or deaths to the extent that such damages, injuries or deaths are caused by, or arise or result from Tech Air Mid-Atlantic, Inc.'s negligence.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and it supersedes any and all prior or contemporaneous negotiations, representations, agreements or understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and neither party shall be liable or bound to the other in any manner by any representations not set forth herein. This Agreement may not be altered, modified, or amended unless done so by a writing signed by each party hereto.

16. **Severability.** If any term or provision set forth in this Agreement shall be determined to any extent to be invalid or unenforceable the remainder of this Agreement shall not be affected thereby, and each term and provision of the

Agreement shall be valid and enforced to the fullest extent permitted by law.

17. **Choice of Law.** This Agreement, and all rights, obligations, and duties arising hereunder, and any disputes which may arise hereunder shall be construed in accordance with, and governed by, laws of the State of Delaware

18. **Customer Owned Tanks and Equipment.** All terms and conditions stated herein shall apply to Customer owned tanks and equipment except for paragraphs 1, 4, 5 and 6(a). Paragraphs 6(b) through 6(f), inclusive, shall apply not only to Leased Equipment, but to Customer owned tanks and equipment. Customer further agrees and acknowledges that Customer is solely and entirely responsible for the maintenance, servicing and repair of all Customer owned tanks and equipment and that Customer must comply with all applicable codes, rules and regulations with respect to Customer owned tanks and equipment. Tech Air Mid-Atlantic, Inc... Further reserves the right to refuse to deliver propane to any Customer owned tanks or equipment that it finds to be unsafe or that otherwise fail to meet applicable codes, rules and regulations.

Landlord Responsibilities. Landlords agree to provide the safety warning brochure to all tenants, along with all other safety information provided by Tech Air Mid-Atlantic, Inc... Tech Air Mid-Atlantic, Inc. will provide additional copies of the safety information upon request.

AGREEMENT:

If applicable, customer agrees to lease the container(s), meter, pump and related equipment identified throughout this document as the "Equipment". Customer agrees to purchase from Tech Air Mid-Atlantic, Inc. all of Customer's propane gas requirements for use at the applicable address indicated within this document, all in accordance with this Agreement, including the "Terms and Conditions". Customer agrees to use the Equipment and propane gas products in accordance with the safety information provided by Tech Air Mid-Atlantic, Inc. as of the date of this Agreement up until the termination of this agreement. Customer will not allow anyone other than Tech Air Mid-Atlantic, Inc. to supply propane to any container being leased from Tech Air Mid-Atlantic, Inc... Customer will not allow anyone other than Tech Air Mid-Atlantic, Inc. to disconnect or move any container being leased from Tech Air Mid-Atlantic, Inc...