



ENERGY & HOME SOLUTIONS

**PROPANE GAS PRICE PROTECTION PROGRAM  
TERMS & CONDITIONS  
FIXED PROGRAM**

**Supply of Propane Gas:**

The customer agrees that L.H. Gault & Son, Inc. d/b/a Gault, Inc. (Gault) is the sole supplier of propane gas and agrees to accept deliveries by automatic delivery from Gault. The customer agrees to pay all charges in full for services and propane gas upon receipt of invoice. The customer agrees that requests to top-off the propane gas are not permitted under any Price Protection Program.

**Gault Propane Gas Supply Commitment:**

Gault is required to purchase the required minimum future propane gas contracts to enable it to make this contract.

**Effective Contract Date:**

The customer agrees that this agreement becomes effective when Gault has received and accepted your program selection. The customer in turn will receive acceptance of the "Fixed" price program contract including confirmation number via email, or regular mail if necessary.

**Pricing Gallons:**

**AT NO TIME DURING THIS CONTRACT WILL THE PRICE PER GALLON INCREASE OR DECREASE.**

**Contract Expiration:**

This agreement expires on the contract end date as noted below. After the contract expires the Customer agrees to remain on automatic delivery of propane gas as supplied by Gault at Gault's Daily Price until such time as the Customer provides Gault with a written request to terminate deliveries. Written request may be by certified postal letter or email.

**Force Majeure:**

The customer acknowledges that Gault may be prevented from supplying propane gas due to factors beyond the reasonable control of Gault. The customer agrees that Gault shall not be held liable for any failure to supply propane gas at the contracted price to the extent that any such failure is due to any such factors. Such factors include; 1) failure of public utilities, common carriers or suppliers to provide necessary raw materials, energy or other supplies or services to Gault Energy 2) fires, explosions, floods, or other acts of God 3) war, civil commotion, riots, terrorism or labor unrest and 4) requirements of applicable federal, state, local or foreign governmental laws, rules, regulations, taxes or orders. Gault agrees that if it suspends supplying propane gas at the contracted price due to any such factor, it will make reasonable efforts to resume supplying propane gas at the contracted price as soon as possible.

**Limitations of Liabilities:**

Gault is not liable for any loss, damage, or expense to the customer including any general, special, incidental, or consequential damages the customer sustains and including any loss, damage or expense, even if due to the active or passive, sole, joint or several negligence of us and/or our agents, servants, employees, suppliers or subcontractors, including without limitation, loss, damage or expense.

**Waiver of Subrogation:**

Gault and the customer each hereby waive any and all rights of recovery against each other, including our officers, members, agents and employees, occurring on or arising out of this contract, the delivery of propane gas and any system maintenance or repair at customer's premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party. The party sustaining such loss shall have no right of recovery against the other party, or the agents, servants, or employees of the other party; and no third party shall have any right of recovery by way of subrogation or assignment or otherwise. Gault and the customer shall each indemnify the other party against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this contract with respect to any loss of, or damage to, property of the parties hereto.

**Assignment:**

This contract may not be assigned by the customer without the prior written consent of Gault.

**Integration Clause:**

This contract supersedes and replaces any contract or understanding, whether written or oral, between the customer and Gault with respect to the subject matter hereof.

**Modification:**

This contract may not be modified or amended except by the mutual written agreement of both the parties.

**Terms of Contract:**

This contract becomes valid with a signature on this Fixed Price Contract.

**Liquidated Damages:**

Gault, pursuant to Connecticut law, has incurred the cost of securing wholesale propane gas in order to make this offer to the customer. If the customer breaches this agreement prior to any deliveries being made, or during the term of the agreement, then the Customer agrees to pay Gault for liquidated damages as follows: the difference between the rate per gallon contracted above and the Mt Belvieu closing price as reported by OPIS on the day prior to breach multiplied by every undelivered gallon that was estimated for customer, plus any reasonable legal fees sustained by Gault in enforcement of this clause.

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