



Terms and Conditions for Ongoing Propane Services and Equipment Rental

The terms and conditions for ongoing propane services and equipment rental from the Fond du Lac Propane Company are set forth below. Please read this carefully, as it is intended to modify and/or replace all prior agreements and governs your (also referred to as "customer" or "you") relationship with Fond du Lac Propane Company (also referred to as "Fond du Lac", "Fond du Lac Propane", "Company", "us", "we", and "our").

1. Acceptance of these Terms and Conditions. By accepting or requesting propane delivery or propane-related services from Company or by entering into an agreement with Company (an "Agreement") which incorporates these Terms and Conditions, you agree to these revised Terms and Conditions in their entirety. This shall serve as a notice of termination of your previous agreement and an offer to do business under these Terms and Conditions. If you find these Terms and Conditions unacceptable, you may reject this offer by terminating your service.

2. Safety Information. Safety information has been or will be supplied to you. If you did not receive safety information or would like additional copies, please contact us by phone (218) 879-4869 or 1-866-803-9718 or in person at 1656 Moorhead Rd., Cloquet, MN 55720. Safety information is also available at <http://www.fdlrez.com/propane/> and through the Minnesota Propane Association at <https://discoverpropanemn.com/safety>. We recommend that you regularly visit those sites for updated safety warnings. If you smell propane or experience any adverse propane conditions or safety-related matters, you should immediately evacuate the premises and dial 9-1-1. You should also contact us by phone. We recommend purchasing a LP gas detector and carbon monoxide detector.

3. Term. You are not required to maintain service with Fond du Lac Propane Company for any period of time. Your services and Agreement commence upon acceptance and remain in effect until terminated. You may terminate services with the Company at any time and for any

reason. The Company may terminate services with you upon 10 days' notice and for any reason.

4. Propane Service, Maintenance, and Delivery.

- a. **Delivery Orders.** Company will only deliver propane after you request delivery. Availability of propane and delivery is not guaranteed, but the Company aims to fulfill deliveries within five days of the order. Same day, next day, and after hours delivery may be available and will be subject to additional fees.
- b. **Access to System and Equipment.** You agree to provide Company with safe and unimpeded access to it, including but not limited to, access free of ice, snow, water, pets, and other hazards, and you will ensure that entry gates are unlocked prior to delivery. The Company does not clear snow or remove obstructions from properties. Company may choose not to deliver propane or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, Company's employees, your property, or the public. If the Company is unable to deliver an order, you will be subject to a return to fill fee. You agree that Company may lock off your equipment, the Leased Equipment, and/or suspend service if Company believes an unsafe condition exists.

5. Pricing, Fees, and Charges.

- a. **Price.** Unless you have entered into a pre-buy contract, you agree to pay Company's price per gallon of propane in effect on the date of delivery. This price is set by the Company, and includes, among other things, our taxes, our costs to procure the propane, freight and transportation. Current pricing information is available at <https://www.fdlrez.com/propane/> or by (218) 879-4869 or 1-866-803-9718. Prices change frequently and without prior notice. The Company may, at its sole discretion, offer certain customers the opportunity to pre-buy propane at a fixed rate through a pre-buy contract.

- b. **Fees and Charges.** You agree to pay other fees and charges depending on the services requested and/or required. The

Company publishes a schedule of fees and charges listing those most frequently assessed, but other fees and charges may apply depending on the services requested and/or required. The fees and charges are subject to change without prior notice.

6. Leased Equipment.

a. **General Provisions.** Unless you provide your own equipment, Company will lease and provide to you a propane storage tank, first stage regulator, propane meter, and concrete blocks (collectively "Leased Equipment"). In its sole discretion, Company may exchange the Leased Equipment for other equipment more compatible with Customer's actual use. Leased Equipment does not include any equipment beyond the first stage or twin-stage regulator, including the propane lines. In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the Leased Equipment without our written permission. You will notify Company immediately if you suspect that Leased Equipment is damaged, malfunctions or if you experience any problems. Only propane sold by Company will be used with Leased Equipment. You agree that if you sell your residence, you will notify Company at least thirty (30) days in advance and will inform the buyer that Leased Equipment is owned by Company. Leased Equipment will at all times remain the property of Company and will not become a fixture or a part of your real property.

b. **Termination.** You agree to promptly surrender to Company all Leased Equipment upon termination of service. There is no fee for termination of lease of the Leased Equipment, but any fuel left in the tank may become property of the Company as liquidated damages. Although Company has the right to pick up Leased Equipment at any time after termination of service, Company is not required to pick up the Leased Equipment immediately. In many cases, the pick up of Leased Equipment must be delayed for months due to snow and ground conditions. Company is not responsible for furnishing fill dirt, resurfacing, landscaping or restoring your property to its previous condition upon removal.

- c. **Installation Fees.** There is currently no fee for installation or releveling. Fees that may apply during installation include fees for piping, trenching, or the purchase of a second stage regulator.
 - d. **Tank Rent.** The Company does not currently charge a rental fee for the Leased Equipment. In the future, the Company may impose a rental fee, subject to annual increases, upon 60 days' notice.
 - e. **Minimum Purchase Per Year.** As a condition of leasing the Leased Equipment, you agree to make one purchase per year of propane from the Company per tank leased. The purchase must be of at least the minimum purchase amount of 200 gallons, or a full tank if the tank holds less than 200 gallons.
 - f. **Access to Equipment.** Company will have an irrevocable right to enter your property without prior notice for deliveries of propane, meter reads, and servicing or removal of Leased Equipment.
 - g. **Landlord Acknowledgment.** If you have a lease (other than a lease of tribal trust land) for the property where the Leased Equipment will be installed, you must provide the Company with the lessor/landlord's contact information and you must obtain approval of the lease from the lessor/landlord.
7. **Customer Owned Equipment.** If you provide your own tank or other equipment, you are required to provide proof of ownership of the equipment. This may include a receipt, purchase agreement, or documentation from a home purchase. You are responsible for the maintenance and repair of all equipment that you own ("Customer-Owned Equipment"), including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a leak check.
8. **Payments.**

a. **Payments Due.** Payments for propane, fees, and charges are due within 30 days of delivery or service.

b. **Forms of Payment.** Payments may be made by credit card, debit card, check or cash. Payments may be made by phone by calling (218) 878-7517 or in person at the payments window at the Fond du Lac Tribal Center, 1720 Big Lake Road, Cloquet, MN 55720. You must provide your account number and the exact dollar amount to be paid. Payments are not accepted at the Fond du Lac Propane Company office at 1656 Moorhead Rd., Cloquet, MN 55720.

c. **NSF Checks.** If a check for payment to the Company is returned for insufficient funds, the check will be sent to collections and no further propane will be provided to the customer until the matter has been resolved.

d. **Deliveries to Customers with Overdue Balances.** A customer with an 80 days' past due balance will be eligible only a minimum tank fill of propane. A customer with a 90 days' past due balance will be ineligible for propane deliveries until that past due balance is paid in full. Past due balances are subject to the Fond du Lac Reservation Credit Collection Procedures.

9. Pump Out Service. At its sole discretion, Company may pump out propane from your tank and provide you with credit for that propane. The credit will be at the lower of the rate when you purchased the propane or the rate in effect at the time of the pump out. Pump out service is subject to a fee.

10. Excused Performance. Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fire, storms, floods, epidemics, pandemics, other health crises, labor disputes, wars, hostilities, terrorism, changes in laws or regulations, Company's inability to obtain propane or equipment from its suppliers, as well as terminal, refinery, pipeline, or transportation disruptions. Under any of these or similar circumstances, Company shall not be deemed to be in breach of these Terms and Conditions and Company

may allocate propane and equipment among its Customers in any manner that Company deems reasonable.

11. Limitation of Liability. Under no circumstances will Company be liable for incidental, indirect, consequential or special damages. This limitation applies regardless of whether a claim or remedy is sought in contract, tort or otherwise. Company is not liable for any direct or indirect loss sustained by you, or anyone to whom you assign your rights, as a result of the exhaustion of your propane supply, including without limitation, damage to your home, real property or personal property resulting from water damage caused by frozen pipes.

12. Disclaimer of Warranties. Company makes no representations or warranties, either express or implied, with respect to any propane, tank, cylinder, and/or related equipment, including leased equipment, or service performed under these Terms and Conditions, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. You accept all products and goods delivered as is.

13. Indemnification. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of that party, its agents or employees.

14. Severability. If any provisions of these Terms and Conditions are determined to be invalid under applicable law or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect, as nearly as possible, the original intention of this Agreement in accordance with applicable law. The remaining terms will remain unaffected by the invalid or unenforceable term, and each term will continue to be valid and enforceable to the fullest extent of the law.

15. Waiver. If we delay in exercising any of our rights, Company will not be prevented from exercising our rights at a later date. Company's waiver of any breach of these Terms and Conditions at any time shall not excuse future breaches by the Customer.

16. Your Consent to Being Contacted. By providing a telephone number now or in the future, you agree that Company (and others on its behalf) may contact you via automated means, including with an automatic telephone dialing system or prerecorded or artificial voice. Such calls or text messages may include, without limitation, delivery reminders, delivery confirmations, past-due account notices, account notifications, and attempts to collect any debts from you. Your consent is not a condition of receiving any goods or services. Message and data rates may apply. To opt-out of receiving automated messages and calls, please reply STOP to the text message, call the Company at (218) 879-4869 or 1-866-803-9718, or send written notice to the Company.

17. Your Contact and Payment Information. You represent and warrant that the name, address, telephone number(s), and other contact and payment information you provide to Company is accurate, complete, and current. You agree to notify Company immediately if there is any change to any of that information.

18. Notice. Any notice by you shall be sent by U.S. mail, postage prepaid, to Company at Fond du Lac Propane Company, 1656 Moorhead Rd., Cloquet, MN 55720. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

19. Governing Law. These Terms and Conditions, your Agreement with the Company, and the relationship between you and the Company shall be governed by the laws of the Fond du Lac Band of Lake Superior Chippewa, and in the event the Fond du Lac Band of Lake Superior Chippewa Band has no laws directly governing the subject matter at issue, by the substantive law of the State of Minnesota, without giving effect to its conflict of law principles.

20. Dispute Resolution. Any disputes arising under these Terms and Conditions, your Agreement with the Company, or the relationship between you and the Company shall be resolved in the Fond du Lac Tribal Court.

21. Changes to the Terms and Conditions. Company reserves the right to amend or add to these Terms and Conditions (other than price per gallon, fees, and charges, which may be changed without prior notice) at any time by giving you prior written notice of the change(s).

The notice may be in the form of a bill insert, email, or other written notification. These Terms and Conditions may not be modified orally and describe the entire agreement between Company and you with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, that are inconsistent with these Terms and Conditions, are superseded and of no force or effect.

22. Survival. Paragraphs 5, 6, 7, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 21 shall survive termination of your relationship with Company, which includes your permission for Company to contact you to collect any debts owed or your return of Leased Equipment.