

# Maine Island Energy

180 North Road  
 Chebeague Island, Maine 04017  
 Tel: (207) 808-3222  
 Email: maineislandenergy@gmail.com



Serving the islands of Casco Bay

## New Customer Application & Agreement

<b>Name:</b>		<b>Date:</b>	
<b>Delivery Address:</b>		<b>Billing Address:</b>	
<b>Phone:</b>		<b>Cell:</b>	
<b>Email:</b>			
<b>Additional info:</b> <i>Please indicate name &amp; number for any caretaker or backup contact for account, as well as any unique property access information and other relevant info here. Thank you!</i>			
<b>Check One:</b>	<input type="checkbox"/> <b>Auto-delivery</b>	<input type="checkbox"/> <b>Will Call</b>	
	<input type="checkbox"/> <b>Propane</b>	<input type="checkbox"/> <b>K2 Heating Oil</b>	<input type="checkbox"/> <i>K2 Oil on Peaks only</i>
	<input type="checkbox"/> <b>Year-round</b>	<input type="checkbox"/> <b>Seasonal</b>	<input type="checkbox"/> <b>Seasonal dates on island:</b>
<b>Pay options:</b>	<input type="checkbox"/> Auto Pay <b>Call 207-808-3222 to arrange</b> <input type="checkbox"/> Pay invoice upon receipt MIE accepts Cash, Check, Mastercard, Visa, Discover & American Express		
<b>Check all that apply:</b>	<input type="checkbox"/> Furnace/boiler <input type="checkbox"/> Wall Heater <input type="checkbox"/> Water Heater <input type="checkbox"/> Fireplace Insert <input type="checkbox"/> Dryer <input type="checkbox"/> Cook Stove <input type="checkbox"/> Other Appliances:		

# Maine Island Energy

180 North Road  
Chebeague Island, Maine 04017  
Tel: (207) 808-3222  
Email: maineislandenergy@gmail.com



*Serving the islands of Casco Bay*

## Terms & Conditions

- 1. PROPANE/FUEL AND EQUIPMENT:** Customer agrees to purchase all requirements for Fuel delivery from Maine Island Energy, LLC (MIE). "Fuel" refers to Heating Oil, LP Gas (propane), or both, as per Customer's application selections on Page 1 of this contract. MIE shall sell or lease, maintain (and install when necessary) at the delivery address storage tanks, regulators and/or meters as is necessary for fuel service, including, but not limited to, such items identified in any MIE work order or other MIE records and consisting of equipment from tank/storage to appliance ("Equipment"). MIE may replace, add or adjust equipment if necessary in MIE's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Equipment upgrades will be completed at the Customer's expense with the exception of 100lb. propane storage tanks, which will be at the MIE's expense. Customer warrants that he/she has the legal right and Landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only MIE and its authorized representatives shall deliver fuel to, and have contact with the equipment. 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 and Equipment from the forces of accumulated snow/ice.
- 2. DELIVERY and USAGE:** Customer is ultimately responsible to communicate the need for Fuel to be delivered to ensure adequate supply. Customer can choose to be placed on **AUTO DELIVERY** requesting MIE to automatically deliver periodically based upon consumption and delivery schedule, or **WILL CALL** whereas MIE will only deliver when requested by the customer. Customer must keep in mind delivery to islands is not done daily or even weekly and must allow sufficient notice to ensure adequate supply. If on auto delivery, **Customer agrees to notify MIE a) of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries and b) of any change in occupancy of the Delivery Address at least five day prior thereto.**
- 3. PRICES AND FEES:** Customer agrees to pay to MIE (a) MIE's per gallon price for fuel applicable to Customer on the date of delivery. Customer understands and agrees that, unless otherwise stated by MIE in writing, any price quoted by MIE on or prior to the Agreement Date applies only to Customer's first delivery of Fuel and that Customer's Price for subsequent deliveries of fuel could vary with each such delivery.
- 4. TERM OF AGREEMENT:** This Agreement shall continue for one (1) year from the Agreement Date ("initial term") and thereafter shall automatically renew on an annual basis unless terminated at the end of the initial term or a subsequent anniversary date by MIE or Customer upon not less than thirty (30) days prior written notice to the other. If during the term of this Agreement, Customer shall purchase

# Maine Island Energy

180 North Road  
Chebeague Island, Maine 04017  
Tel: (207) 808-3222  
Email: maineislandenergy@gmail.com



*Serving the islands of Casco Bay*

Fuel from a supplier other than MIE, MIE may elect to terminate this Agreement for Customer's breach. Either party can terminate this Agreement immediately upon a default by the other. This Agreement may be terminated by MIE for health and/or safety reasons. MIE's right to collect Late Payment Charges shall not prohibit or restrict it from declaring a payment default and terminating this Agreement.

- 5. PAYMENT TERMS AND POLICY; SECURITY DEPOSITS:** A Delivery Invoice may be left at the Customer's location even if Customer is not present at the time of delivery. Payment in full is due upon the receipt of MIE's invoice. Customer will be allowed to pay within the following thirty (30) period without penalty. MIE may suspend Fuel delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full within thirty (30) days of the delivery date. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. A Late Payment Charge will be assessed on any balance not paid within thirty (30) days of the delivery date. The Late Payment Charge will be calculated based upon an interest rate of 18% per annum (1.5% per month) on the overdue or average daily balance beginning from the earlier of the Invoice date or Statement date. If Customer's credit shall for any cause be deemed unsatisfactory by MIE, MIE shall have the right to require payment in advance before making further deliveries. Title to fuel shall transfer from MIE to Customer upon delivery, but Customer agrees and expressly authorizes MIE to remove from Equipment those gallons of fuel for which Customer has not made full payment within sixty (60) days of the delivery date thereof.
- 6. SAFETY:** Customer agrees to provide occupants of the Delivery Address and all end users of the Fuel sold hereunder with safety information provided by MIE. Customer shall ensure that all end users are familiar with the odor of Propane, and acknowledges that MIE 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.
- 7. MAINTENANCE ACCESS; SERVICE:** Customer agrees that no service, connections, disconnections or the like will be made to Equipment except by MIE employees, affiliates or authorized representatives. Customer shall at all times provide MIE with unobstructed access (without risk or liability for trespass) to deliver to, service, change or remove Equipment and/or to remove from Equipment those gallons of Propane for which Customer has not made full payment within sixty (60) days of the date of delivery thereof. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way. MIE may disconnect any appliance or Equipment, regardless of ownership, deemed by MIE to be unsafe. Customer further agrees to notify MIE immediately, both orally and in writing, of any apparent Equipment malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by MIE for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

# Maine Island Energy

180 North Road  
Chebeague Island, Maine 04017  
Tel: (207) 808-3222  
Email: maineislandenergy@gmail.com



*Serving the islands of Casco Bay*

---

- 8. DUTIES OF CUSTOMER:** Customer shall ensure the Equipment for their home heating systems & appliances meets code requirements and shall provide safe access to premises, including snow and ice removal. MIE may refuse to deliver Fuel if, in their sole discretion, access to the premises is not in a safe condition for service or if the Equipment does not meet code. MIE will not be responsible for any damages incurred because Customer failed to provide safe access to premises or if the Equipment does not meet code.
- 9. FORCE MAJEURE:** MIE shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation, Act of God, or any other cause beyond MIE's control, whether or not similar to the causes enumerated herein.
- 10. RELEASE AND INDEMNIFICATION:** Customer, for him/herself, his/her employees and agents, and all other third parties, hereby releases MIE, waives all claims against MIE, agrees not to sue MIE, and agrees to indemnify and hold MIE 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 MIE; (2) Customer's use of Equipment or tampering or unauthorized servicing thereof; (3) installation, removal, use, misuse, breakage or malfunction of Equipment or piping not owned by MIE; (4) exhaustion of Customer's Fuel supply; (5) service discontinuance; (6) Customer's breach of this Agreement; (7) any negligent acts of omissions on part of the Customer. Customer, for him/herself, his/her employees and agents, and all other third parties, hereby agrees that MIE's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to MIE 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 MIE, its related business unites, 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.
- 11. LICENSES, PERMITS, AND TAXES-** Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of fuel and/or Equipment sold or leased hereunder.
- 12. SUCCESSORS; ASSIGNMENT; SUBCONTRACTING-** 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 the Agreement without the written consent of MIE. It is agreed that MIE may

# Maine Island Energy

180 North Road  
Chebeague Island, Maine 04017  
Tel: (207) 808-3222  
Email: maineislandenergy@gmail.com



*Serving the islands of Casco Bay*

assign this Agreement to its affiliates at any time. MIE also reserves the right to subcontract any or all of its obligations under this Agreement.

13. **NOTICES:** All communications and notices shall be effectively given if in writing and mailed postage prepaid (certified mail for termination notices) to the respective address for MIE and Customer set forth above. Customer authorizes MIE to leave a notice at the Delivery Address of any condition preventing fuel 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 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 MIE's right, as set forth in the 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 MIE in writing. Any Addendum to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated in such Addendum.

Maine Island Energy, LLC and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

MIE Manager : \_\_\_\_\_

Date: \_\_\_\_\_

Customer \_\_\_\_\_

Date: \_\_\_\_\_