

## **DMU Propane Service Terms and Conditions**

Term. Durango Mountain Utilities will provide service until such time as either party to this agreement provides thirty (30) days notice that service will be discontinued.

System Ownership. DMU shall own and retain title to all portions of its system. The DMU owned system does not include service lines on homeowner/association property nor storage tanks leased from other entities. All DMU owned system equipment is the property of DMU, and will not be considered fixtures of the homeowner/association property. Owner/Association has no rights to or in the system equipment. Owner, Association, their employees, agents and contractors will not use, tamper or otherwise interfere with the system equipment and will be fully responsible for any damage they cause to the system equipment. The termination or expiration of this Agreement will not affect DMU's rights to continue providing the services to the other residents nor will it impact or cancel any easements, licenses or rights of entry previously granted to DMU by Owner or Association. At the cancellation, termination or expiration of this Agreement DMU may, at its option, either remove or leave in place any or all system equipment on the homeowner/association property at no penalty or cost to DMU. Under no circumstances will DMU be considered to have abandoned or waived any rights to the equipment.

Right of Access. DMU's rights shall include, without limitation, a reasonable right of access at reasonable times with reasonable notice to any applicable common elements that support DMU's system and to units within the premises for connects and disconnects of service, periodic tap audits, changing the services delivered to the units and the commercial space, and as necessary, to repair, maintain, relocate or replace the equipment.

Responsibility. DMU is responsible from the distribution line to the meter and related equipment owned by DMU, Customer is responsible for the maintenance and repair of Customer's entire propane system including, but not limited to the underground line on the property side of the meter, appliances, indoor gas plumbing and shut-offs ("Customer's Propane System"), and Customer is responsible for the compliance of Customer's Propane System with all applicable laws, codes and regulations.

Customer will mark or otherwise identify the location of any underground features as necessary to install or repair the underground line, meter and any related equipment required to provide propane to the property.

The customer's responsibility is downstream from the meter or shutoff valve, customer is responsible from snow protection for the meter and regulator.

Fees and Charges. Customer agrees to pay all charges and fees for the service, including applicable monthly service fees, charges for the use of Durango Mountain Utilities equipment, installation charges, charges for service calls and other charges, and all applicable federal, state and local fees and taxes within 15 days after receipt of invoice.

Credit Card. Subject to acceptance by Durango Mountain Utilities, customer may opt to authorize Durango Mountain Utilities to charge all amounts payable by customer to Durango Mountain Utilities to customer's credit card.

Late Payments; Failure to Pay. Customer agrees to timely pay Durango Mountain Utilities for all fees and all other charges due to Durango Mountain Utilities under this Agreement, including

any administrative late fee(s) and related fees, charges and assessments due to late payments or non-payments. Customer agrees that the following terms and conditions shall apply to late payments:

- If customer does not pay all charges by the due date, customer may be charged late fees of \$25.00 and the service may be disconnected.
- Any administrative late fee(s) and related fees due to late payment and non-payment are not penalties, interest, a credit service charge or a finance charge.
- Durango Mountain Utilities to terminate or suspend service in cases where payment has not been received 60 days after billing date.

*Credit Inquiries.* By subscribing to the service, customer accepts the terms of this Agreement and authorizes Durango Mountain Utilities to make inquiries and receive information about customer's credit experience from others, to enter this information in customer's file, and to disclose such information concerning customer to appropriate third parties for reasonable business purposes.

*Billing Errors.* Subject to applicable law, customer must notify Durango Mountain Utilities, in accordance with the provisions of this Agreement, of any billing errors or other requests for refund within six (6) months of the date on which the error occurred.

*Account Access.* In order to protect the privacy of customer's account information, Durango Mountain Utilities may assign each customer a unique security code and require that customer use a security code to confirm customer's identity when requesting or otherwise accessing account information, making changes to the service or performing other functions related to the service.

### **Disclaimer**

- Please call before digging (800)-922-1987 Utilities Notification Center
- A standard connect/disconnect takes approximately 1 week
- Propane Service Terms and Conditions are subject to change without prior notice and will be posted on the Durango Mountain Utilities webpage
- Propane Helpful Tips, Exhibit B is attached,
- *Durango Mountain Utilities obtains odorized propane gas from outside suppliers*
- Contact information, Exhibit C attached (subject to change)

## **Exhibit B Durango Mountain Utilities Propane Helpful Tips**

**BELOW ARE HELPFUL TIPS TO ENSURE YOUR PROPANE APPLIANCES RUN SMOOTHLY AND CONTINUOUSLY**

**KEEP DRIVEWAY CLEAR OF SNOW AND ICE.**

To insure safe access to your propane meter and related equipment, please keep snow and ice cleared from your driveway and sand all inclines. In the event of an emergency there must be clear access to shut off the gas supply.

**KEEP EQUIPMENT CLEAR OF SNOW AND ICE.**

To prevent a gas leak, please keep your propane tank, equipment and piping clear of snow and ice accumulation, including area where piping comes into structure. The weight of these elements could eventually break gas connections.

**KEEP GAS APPLIANCE VENTS CLEAR OF SNOW AND ICE.**

To avoid gas fumes from becoming trapped in your structure, please make sure that your chimney and rooftop, as well as, all gas appliances vented through the roof or walls remain clear of snow and ice. Should snow or ice cover a vent, the appliance may stop operating.

**MARK LOCATION OF UNDERGROUND AND ABOVEGROUND TANKS IN HIGH SNOW AREAS.**

Please mark the location of your tank and provide a clear pathway. This again will aid in accessing the tank shut off valve in the event of an emergency.

- **IF YOU SMELL GAS**  
DON'T TOUCH electrical switches, light matches or use the phone.  
GET EVERYONE OUT of the building.  
SHUT OFF the gas valve at the outside tank, meter or service entrance.  
CALL your gas supplier and/or the fire department from your neighbor's phone.
  
- **GAS HAS BEEN ODORIZED**  
Before lighting, sniff all around appliance area for a gas odor. Be sure to sniff next to the floor because propane gas is heavier than air and may temporarily exist at floor level.
  
- **IF PILOT LIGHT WON'T LIGHT**  
(Read appliance operating instructions before attempting to light pilot). Your pilot light is designed not to light if there is a problem. If you have trouble lighting the pilot or keeping it lit, there's normally a safety feature preventing it from working. If it won't light, shut off the gas and call your gas supplier.
  
- **TAMPERING IS DANGEROUS**  
Do not force the gas control knob. Never use tools. Use only your hand to turn the control knob. Forcing the gas control knob may override the safety feature and allow gas to leak. This could result in a fire or explosion.  
  
If gas control knob becomes difficult to operate by hand, the control should be serviced by a trained gas service person.
  
- **WATER DAMAGE**  
If your gas control valve has been subjected to flooding or wetting, it must be replaced immediately by a trained gas service person.



**Exhibit C  
Durango Mountain Utilities  
Propane Contact Information**

**Propane**

**General information**

(970) 385-2211

**Emergency**

24 – Hour Emergency contact – (970) 385-2100

Fire Department  
911

Amerigas  
970-884-2629

Ferrellgas  
970-247-0933