



**AmeriGas**<sup>®</sup>  
PROPANE THAT'S PRO-YOU.

# AmeriGas Propane Plus Grant

**Organizations can receive up to \$100,000 towards the purchase of another propane powered vehicle**



Lower  
Emissions



Reduced  
Maintenance



Safe &  
Reliable



Proven  
Performance

## **AMERIGAS CARES ABOUT THE COMMUNITIES WE SERVE**

With the AmeriGas Propane Plus Grant, when qualified customers buy 20 new propane powered vehicles, they can receive up to **\$100,000** towards the purchase of another propane powered vehicle.

This grant is dependent on the total number of propane powered vehicles acquired and placed into operation during the specified time period.

School Districts that choose propane powered school buses are making a smart decision for their schools, their students and the communities they serve.

For more information and to apply, please contact:

**David Rigney**  
**386-299-9442**

[david.rigney@amerigas.com](mailto:david.rigney@amerigas.com)

**Chris Ransom**  
**231-638-3184**

[chris.ransom@amerigas.com](mailto:chris.ransom@amerigas.com)

The AmeriGas Propane Plus Grant applies to new dedicated propane powered (bi-fuel engines not eligible) vehicles that will be directly placed into operational service. Organizations must apply for eligibility and meet and abide by the terms and conditions of the AmeriGas Propane Plus Grant. Vehicles must be powered by AmeriGas propane AutoGas with a minimum 3 year agreement, and at least 2 years remaining on existing contract to qualify. AmeriGas Propane Plus Grant funds are dispersed on a one-time annual basis. Expiration: Organizations need to apply by September 30, 2022; 60 buses, \$300,000 cap limit per customer. New customers only.

[www.amerigas.com](http://www.amerigas.com)

# AmeriGas Propane Plus Program



These terms and conditions ("Terms") govern the AmeriGas Propane Plus Program ("Program") offered by AmeriGas Propane, L.P. ("AmeriGas" or "we") to certain new AmeriGas customers ("Customers" or "you"), who enter into a Non-Residential Customer Agreement ("Supply Agreement") with AmeriGas, in accordance with the conditions listed below:

## 1. General:

Please read these Terms carefully. By applying to participate in the Program, or by participating in the Program, you indicate your acceptance of these Terms. If you do not agree to these Terms, please do not apply to or participate in the Program.

We have the right to update these Terms at any time and are not obligated to provide prior notice of any such updates to you. We may notify you of the updated Terms by any reasonable means including by posting the revised Terms at <https://www.amerigas.com/commercial-propane/propane-uses/autogas/grants-incentives>. If you apply to participate in the Program after the date on which we post revised Terms or otherwise notify you of any changes, such updated Terms will apply to your participation in the Program.

### IMPORTANT:

Please note the limitations on AmeriGas' liability and your indemnification obligations explained in Section 6.

## 2. Program Duration:

The Program will be offered starting September 22, 2021 at 12:00 AM EST and will expire on September 30, 2023 at 12:00 AM EST (the "Program Duration"). AmeriGas reserves the right, at its sole discretion, to (i) accept or prohibit a Customer's participation in the Program, or (ii) suspend or terminate the Program at any time without providing any notice to you.

## 3. Eligibility Criteria:

During the Program Duration, the Program is available to new AmeriGas Customers who fulfill the following conditions (such Customers being the "Qualified Customers"):

- (i) Customer is a new AmeriGas Customer and has signed a Supply Agreement with a total term of at least 3 years during the Program Duration (as defined below) to AmeriGas;
- (ii) Customer submits an Application that is accepted by AmeriGas prior to the expiration of the Program Duration;
- (iii) Customer is leasing all of its propane-related equipment from AmeriGas;
- (iv) Customer is not in breach of any terms or conditions under the Supply Agreement or any other agreement with AmeriGas and is not delinquent on any payments due to AmeriGas under the terms of the Supply Agreement;
- (iii) On or before the Supply Agreement having twenty-four (24) months remaining in the Term, Customer has purchased 20 Qualifying Vehicles. "Qualifying Vehicles" mean new OEM LPG only propane-powered vehicles that are, or will be, (x) regularly used in connection with the Qualified Customer's business during the term of the Supply Agreement, (y) powered solely by propane purchased from AmeriGas for the term of the Supply Agreement using the propane storage tank(s) and related propane distribution equipment leased to you by AmeriGas, and (z) not part of the AmeriGas Clean Community Grant Program; and
- (iv) Customer has completed an application (details available in Attachment A) to participate in the Program ("Application") and provided to AmeriGas all documents requested by it evidencing Customer's purchase and operation of Qualifying Vehicles, including but not limited to dealer invoice(s).

## 4. Incentive:

Within 60 days of a Qualified Customer notifying AmeriGas that it has met all the conditions listed in Section 3, AmeriGas will pay an amount of up to \$100,000 ("Maximum Incentive") to such Qualified Customer to reimburse Qualified Customer (up to the Maximum Incentive) for their purchase of the twenty (20 ) Qualifying Vehicle. The actual amount that will be paid by AmeriGas to Qualified Customers will be determined by AmeriGas, at its sole discretion, based on the invoice for the purchase of the twentieth (20th) Qualifying Vehicle provided to AmeriGas. You acknowledge and agree that regardless of their qualification under these terms, a Qualified Customer may only receive a portion of the potential Maximum Incentive. AmeriGas may set-off, from any amounts payable to Qualified Customer under the Program, any amounts payable to AmeriGas by Qualified Customer under any agreements between the parties.

A Customer may only participate in this Program three (3) times and incentives under the Program are capped at \$300,000 (or purchase of 60 Qualifying Vehicles). This Program cannot be combined with any other offers, promotions, discounts or AmeriGas programs including, but not limited to, the AmeriGas Clean Community Grant Program.

## 5. Application for the Program:

Please contact any of the AmeriGas National Account Managers listed in Attachment A for any enquiries regarding your participation in the Program and to submit an Application.

## 6. Limitation of Liability and Indemnification:

Notwithstanding anything else in these Terms or any provision in any other agreements between you and AmeriGas, under no circumstances will AmeriGas, its affiliates and their respective officers, directors, employees, contractors, agents and representatives be liable for any consequential, indirect or incidental damages, including, without limitation, any personal injury, lost profits or business interruption, resulting from or in connection with the Program, whether arising in contract or tort under theories of negligence, strict liability, malpractice, or otherwise resulting from your participation in the Program. AmeriGas' maximum liability for any action arising under these Terms, regardless of the form of action and whether in tort or contract, shall be limited to \$100.

You hereby agree to indemnify, release and hold harmless AmeriGas, its affiliates, and their respective officers, directors, employees, contractors, agents and representatives from, any claims, injuries, losses, damages or other liability of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, that may arise from or in connection with the use of an AmeriGas propane-powered vehicle or your participation in the Program.

## 7. Taxes:

You will be solely responsible for all applicable federal, state, and local taxes, and for any expenses associated with your receipt or use of any monies in connection with Program.

## 8. Customer Data:

As a condition to your participation in the Program, you hereby consent to and authorize AmeriGas to use your name, city and state of location, the amount received by you under the Program (if any) and the number of propane-powered vehicles utilized by you, anywhere in the world and in all forms and media existing now or in the future.

Any information provided by you to AmeriGas in connection with the Application or otherwise in connection with your participation in the Program will be handled by us in accordance with our "Privacy Policy" available on our website.

You will keep confidential and use commercially reasonable efforts to prevent any unauthorized disclosure of the actual amount paid to you by AmeriGas under the Program or any other specific terms applicable to your participation in the Program.

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## 9. Governing Law:

These Terms and any disputes arising from or in connection with the Program shall be interpreted in accordance with laws of the State of Pennsylvania (without regard to its conflict of law provision or rule).

## 10. Miscellaneous:

You hereby represent and warrant that you will comply with all applicable laws and regulations in the conduct of your activities in connection with the Program.

You hereby agree and acknowledge that your participation in the Program is personal to you and may not be assigned or transferred without the prior written approval of AmeriGas. AmeriGas may assign or transfer its obligations to another entity or a third-party in accordance with these Terms without prior notice to you or your consent.

If at any time any Section(s) in these Terms are held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and enforceability of the remaining Sections in these Terms shall not in any way be affected or impaired thereby. To the extent there is a conflict between these Terms and your Supply Agreement, these Terms shall govern.