

# Disclosure of Customer Rights and Company Policies

June 15, 2020

## Qualifications

The Company operates in the State of New Jersey (depending upon geographic area) under the name AmeriGas Propane (“AmeriGas” or the “Company”). AmeriGas is licensed by the State of New Jersey to perform propane delivery and service. AmeriGas’ license number is LPG-039.

*Because the fees disclosed herein are subject to change, please visit [www.amerigas.com](http://www.amerigas.com) to view a list of our most current fees and charges or call your local office to speak with a customer representative.*

## Terms of Service

AmeriGas will provide service subject to the following conditions:

1. AmeriGas **does** require a credit application.
2. AmeriGas **does** reserve the right to require that a deposit be posted or payment made in advance of delivery or services (PIA) for customers whose credit is not in good standing. PIA customers may pay by the following means:

Cash    Certified Check    Personal Check    Credit Card

3. For other than PIA deliveries, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program. If you dispute an invoice or believe your invoice is inaccurate, you must contact your local office within thirty (30) days of receipt. You agree to pay the AmeriGas’ price per gallon and all fees, rates, and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the AmeriGas by the applicable due date, the Company may add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of \$36.00, whichever is greater. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance.
4. AmeriGas charges a Returned Check fee of \$33.00 if customer’s personal check is declined for insufficient funds.

## Delivery Policy

AmeriGas uses the following delivery methods:

- *Automatic Delivery, also known as Forecasted Delivery:* Under this delivery option, the Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances.
- *Will-Call Deliveries or customer requested delivery:* Under this delivery option, the customer must request a propane delivery. The Company recommends you order a delivery when your tank is at approximately 30% to ensure a timely delivery. Most Will Call deliveries will be made within 5-10 business days after your request. The Company will assess a Will Call Convenience Fee per delivery of \$7.99. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed

a Special Trip Charge. Will Call customers who experience an out-of-gas situation will be charged a Leak Check Charge and Service Dispatch Charge as noted below.

## **Pricing Structure**

*Customers have the right to a written or oral price quote upon request.*

Unless the customer has an agreement which determines the customer's price, the customer will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation: AmeriGas' costs to procure the propane, freight and transportation, the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions.

You may contact your local office to receive current pricing information as pricing changes frequently and without prior notice to the customer.

**Current Fees and Charges.** In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact your local District office for specific questions regarding fees and charges and for updated amount information. **THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.**

- **Special Trip Charge**– This charge is incurred by customers who request deliveries within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request and can be obtained from your local office.
- **Fuel Recovery Fee** – This fee, which is assessed for propane deliveries and service calls, helps to offset the significant expenses incurred by the Company in fueling its fleet of motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For updated Fuel Recovery Fee information, please contact your local office or visit the Company's website.
- **HazMat & Safety Compliance Fee** – This fee, which is assessed for propane deliveries and service calls, helps to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, employee safety training and inspections, cylinder re-qualification, and environmental compliance. The fee as of the date of this Notice is \$11.99.
- **Service Dispatch Charge** – This charge is applied when a service technician is dispatched to a customer's residence or other location to perform diagnostic or other service work on customer-owned equipment and appliances or to pick-up a Company-owned tank or cylinder. The Service Dispatch Charge as of the date of this Notice is \$69.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required. Please check with your local office regarding the availability of appliance repair service.
- **Will Call Convenience Fee** – This fee is assessed for propane deliveries to customers enrolled in the Will Call delivery option. Eligible customers may avoid this fee by switching to Automatic delivery. The fee as of the date of this Notice is \$7.99 per delivery.

## Pricing Policy

*Customers have the right to a price quote in a format that allows for comparison shopping.*

AmeriGas charges for propane based on the number of gallons delivered. Where meters are used at locations when more than one customer is served from the same propane supply tank(s), you are billed for your actual propane usage rather than per delivery, and AmeriGas will convert that pricing into a dollar per gallon equivalent for comparison purposes.

AmeriGas offers the following special pricing options:

- **Convenience Pay:** Convenience Pay is a free, voluntary payment option that lets you spread your annual propane costs into monthly payments with no annual settle-up. There are no participation fees and no interest charges to participate. Your monthly payment will be calculated based on a number of factors, including current and future your usage patterns, wholesale propane prices and other applicable charges. The Company will periodically review your actual propane usage and pricing factors and adjust the monthly payment. Payment adjustments will occur approximately every 90 days. Settle-up will only occur if you terminate participation in the program or your service with AmeriGas. In order to participate, customers must be credit eligible and have an account in good standing with no past due balances owed. The minimum monthly payment required to qualify for the program is \$50.
- **Guaranteed Price - Pre-Buy:** This program enables the customer to purchase his/her annual propane gallons in advance at a guaranteed price per gallon. The customer must pre-pay 100% of his/her estimated annual usage. There is no annual enrollment fee. Customers who select the Pre-Buy alternative want to buy a specific amount of propane that they will use during a specific period of time at a single, fixed price.
- **AmeriLock - Guaranteed Price - Pay by Delivery:** This program enables the customer to pay his/her propane bill by delivery at a guaranteed price per gallon. An annual enrollment fee may apply. The current fee is \$119.00 (annually).
- **AmeriGuard - Guaranteed Price - Monthly Payments:** This program enables the customer to pay his/her propane bill on a monthly basis at a guaranteed price per gallon. In other words, this program is for customers who want to enjoy a fixed price per gallon for a fixed term during which they wish to spread the cost of propane over the term. The current AmeriGuard fee is \$119.00 (annually).

## Equipment Fees

*Customers have the right to either rent equipment from AmeriGas or use their own equipment.*

AmeriGas has the following equipment related fees:

- Fee for the installation of tanks associated with a new service. This fee may be charged at the time that the installation occurs.
- Fee for the replacement of tanks associated with an existing service. This fee may be charged at the time that the tanks are replaced.
- **Tank Rent** for tanks and regulators when using AmeriGas' equipment. You agree to pay the Company annual tank rent during the period the Leased Equipment is installed at your residence. The amount of rent can vary depending on, among other things, the size of the tank, the location of the residence, and your actual annual usage. Please contact your local office if you have questions about the tank rent that is applicable to you. This fee is charged annually.
- **Propane Meters.** If you have a Company propane meter installed on the Leased Equipment, you will be billed for your actual propane usage rather than per delivery. The Company reserves the right to bill you

based on an estimated usage amount, which will later be followed-up by an actual reading, based on which: (i) you will receive a credit to the extent that the estimated amount exceeds the actual propane usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount.

- A **Meter Fee** is applicable to customers who are charged for their propane based on an amount of usage as measured by the Company's meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. The fee as of the date of this Notice is \$11.99 per month.
- Fee for service work on customer's equipment.
- **Leak Check Charge** – This charge is applied when the Company must perform a leak check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service (out of gas), or in the event a leak in the system is suspected. The local office can provide specifics on when a leak check is required and the current charge.

*Note: Fees for service work are based on the specifics of the particular job to be done, Therefore pricing is on a case-by-case basis.*

## **Change of Supplier**

*Customers have the right to change suppliers if they are dissatisfied with the price or service offered.*

Discontinuance of service is subject to the terms of your contract. The following conditions apply to the discontinuance of service.

## **TERMINATION OF PROPANE SERVICE:**

• **Residential Customers:** Unless otherwise specified, and subject to any volume commitment agreement, RESIDENTIAL CUSTOMERS MAY TERMINATE PROPANE SERVICE UPON THE PROVISION OF THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO COMPANY. **IF A RESIDENTIAL CUSTOMER TERMINATES SERVICE PRIOR TO THE END OF THE INITIAL TERM, COMPANY WILL CHARGE CUSTOMER AN EARLY TERMINATION FEE OF \$149.99.**

• **Non-Residential/Commercial Customers:** Unless otherwise specified in your propane supply agreement with Company, your propane service may be terminated for convenience at the end of the Initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company. If you terminate your propane service prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you not terminated prior to the end of the Initial Term, installation charges which were waived at the time of contract, and other damages caused by the early termination.

• For customers with Leased Equipment, upon termination, in order to remove Leased Equipment Company will charge you a Service Dispatch Charge and a Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5% water capacity.

• Unless required by law, Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. Company, may however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or Company's current price.

• Company may terminate your service immediately and without prior notice if you fail to satisfy any material provision contained in these Terms and Conditions. Company reserves the right to terminate service or suspend deliveries if Company determines, in its sole discretion that a condition exists that poses a health or safety threat

to its employees, you or the public. If Company is terminating propane service due to the nonpayment of bills, the customer will be provided with notice at least seven business days prior to the discontinuance of propane deliveries.

- In general, AmeriGas will remove its Company-owned container within 45 days of written notification that the customer is terminating service. In some instances, primarily during the winter heating season, because of the press of business and conditions that prevent the pick-up, the time period may be extended. AmeriGas will notify the customer of the removal date, in advance of removal.
- AmeriGas does not confirm the appointment for tank pick-up unless the customer has indicated that special circumstances require such confirmation.
- Underground Tank Removal Fee: AmeriGas will pass on the third party excavation fees incurred by it for the removal of the underground tank(s) to the customer plus \$59.99 per installation for the Service Dispatch Charge.
- Installation means a tank or cylinder or group of tanks or cylinders servicing a single building. For example, two 500 gallon tanks servicing a home is a single installation. If the home has a pool using a 420 pound cylinder to fuel pool heat, that is a second installation and the 500 gallon tank servicing the in-law apartment over the garage is a third installation.
- **Pump-Out/Restocking Charge** – This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent in order to remove a Company-owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder, this charge is \$149.99. The Company does not repurchase or provide a refund for the propane that is pumped-out.

*Note: At one- or two-family residential properties, the new marketer may disconnect and move containers owned by others; however the new marketer may not fill a container owned by another marketer. At other properties, the new marketer cannot remove, connect, disconnect, fill or refill any propane container without written permission from the owner of the container.*

### **Disconnection/Service Termination**

***Customers have the right under New Jersey law to be notified seven business days prior to the discontinuation of propane deliveries due to non-payment of bills.***

**Reconnect Charge** – In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a leak check and put your propane system back into service. The fee as of the date of this Notice is \$79.99.

## Complaints

In New Jersey, the Liquefied Petroleum Gas Board regulates the licensing of marketers as well as enforces safety regulations on LP-Gas systems. The LP-Gas Board does NOT regulate pricing. If you are dissatisfied with the price your marketer is charging, you have the right to change marketers in accordance with the terms of your contract with your current marketer.

1. Complaints or questions should first be brought to the attention of your marketer.
2. If you are not satisfied with your marketer's response and wish to pursue a complaint, contact the Department of Community Affairs at (609) 633-6835 or by email at [LPGas@dca.state.nj.us](mailto:LPGas@dca.state.nj.us). Complaints by phone should be made Monday through Friday from 8:30 to 4:30.

Because rates and policies differ among marketers, first time customers or customers considering moving to a new marketer should be informed enough to ask a few key questions.

## Key Questions Consumers Should Ask When Changing Marketers

- Does the marketer have a current, valid license issued by the New Jersey Department of Community Affairs? The list of licensed marketers is available on the Department's website at [www.state.nj.us/dca/codes/lp\\_gas/pdf/licensees.pdf](http://www.state.nj.us/dca/codes/lp_gas/pdf/licensees.pdf) or by calling (609) 633-6835.
- Is there a written description of services that will be provided?
- Is there a charge to install the container and/or related equipment necessary to establish service?
- What is the most economical method for purchasing propane?
- Do you have to call when you need gas or will they schedule your deliveries?
- How often will you receive a delivery? What days are delivery days? Are deliveries made on weekends?
- How much will it cost to receive a delivery outside of your normal schedule?
- Is the price based on your annual usage, the area you live in, the quantity per delivery or other criteria?
- How long after delivery do you have to pay your bill?
- Is there a penalty for a late payment?
- What is the marketer's policy if you need fuel in the winter, but you still have an outstanding bill?
- Does the marketer offer any discounts that apply to you?
- Does the marketer have an equal payment plan?
- Does the marketer install and/or service LP-Gas appliances?
- Does the marketer have a website address?

Be sure to address any other concerns you may have that are not listed above.

## Energy Assistance

The following agency has programs available to assist low-income households with their energy bills.

For more information, please contact directly:

Low-income Home Energy Assistance Program (LIHEAP) 1(800) 510-3102

## Safety Recommendations

- When handled properly, LP-Gas is a safe and efficient fuel source.
- Ask your marketer what procedures they have in place to ensure safety and integrity of the system which serves you.
- One such safety program is the GAS check Program, a voluntary program developed by the National Propane Gas Association. Information on this program is available from your marketer or on the National Propane Gas Association website at [www.npga.org](http://www.npga.org) or by calling (202) 466-7200.

- Follow all manufacturers' instructions for the proper use and care of your LP-Gas appliances.
- NEVER attempt to repair or alter an LP-Gas appliance. Contact your marketer or a licensed service representative for assistance.
- Keep areas around LP-Gas appliances clean and clear of combustibles.
- You, as the customer, are required to maintain clear access to your LP-Gas container at all times.
- An odorant has been added to your LP-Gas so you can detect if your system develops a leak. Learn what LP-Gas smells like. Your marketer has scratch-and-sniff pamphlets to help your family recognize its distinctive odor.
- Learn how to turn off your gas supply. Some gas valves require the use of a wrench to operate them. Ask your marketer for assistance if you do not know how to turn off your gas supply.
- Check [www.propanesafety.com](http://www.propanesafety.com), [www.npga.org](http://www.npga.org), the propane marketer's website or call your marketer for additional safety information.
- Ask your marketer whether all installations and services provided are in conformance with New Jersey Department of Community Affairs regulations.
- If you find an underground container dome or any other LP-Gas container completely submerged in water, turn off the container supply valve and notify your marketer.
- Keep underground container domes clear when it snows in case a delivery is needed.
- Notify your marketer prior to the installation of air conditioning or making any modifications to your home that are within ten feet of the container.

### **If You Smell Gas**

1. Exit the building, without using the telephone or cell phone, operating any electrical switches or lighting any matches or smoking materials.
2. If possible, turn off the gas at the container or meter valve.
3. Call 911 from a neighbor's home.
4. Do not re-enter the building until the emergency responder tells you it is safe to do so.

Your marketer is required to respond to your request for assistance in an emergency.