

AmeriGas Propane

Residential Energy Service Agreement Terms & Conditions

Effective October 1, 2026

Thank you for choosing AmeriGas for your propane service. This document explains how our relationship works: how we deliver propane; how we provide propane-related services; what things cost; who owns which pieces of equipment; and the responsibilities for both AmeriGas and you. Please read it and keep it with your records.

1. Acceptance of These Terms and Conditions

By accepting a propane delivery, signing a customer agreement, leasing a tank from us, paying an AmeriGas invoice, or using AmeriGas' services in any way, you agree to these Residential Energy Service Agreement Terms and Conditions ("Terms and Conditions" or "Agreement"). In this document, "AmeriGas," "we," "us," and "our" mean AmeriGas Propane, L.P. "You" and "your" mean the customer receiving service. If you find these Terms and Conditions unacceptable, you may reject them by not accepting or terminating your service. The Schedule of Fees and Charges (Attachment A) is part of this Agreement. These Terms and Conditions also incorporate our Privacy Policy, which can be found here: <https://www.amerigas.com/privacy-statement> and is part of this Agreement. These Terms and Conditions only apply to customers in Delaware.

THESE TERMS AND CONDITIONS REQUIRE THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS DESCRIBED IN SECTION 14.

Does your state change any of these Terms and Conditions? Some states have laws and regulations governing propane service that may affect these Terms and Conditions. If you receive propane service in one of these states, please see Section 18. If you do not receive propane service in such a state, then nothing in Section 18 changes your service, and these Terms and Conditions apply to your propane service.

2. The Term of Your Service

Your term is the period of time for which you have agreed to maintain service with us.

- Your service starts on the date you sign an agreement with us or the date you first accept a delivery, whichever is earlier.
- If you are leasing equipment from AmeriGas, your term runs for three (3) years. This three-year period is the "Initial Term." Unless either you or AmeriGas provide at least thirty-days' notice of non-renewal as described in Section 12, the Agreement automatically renews on a month-to-month basis after that.
- If you own your own equipment, your term will be month-to-month, until you or AmeriGas provide notice of non-renewal or termination in accordance with Section 12.

3. How We Deliver Your Propane

AmeriGas offers two types of propane delivery services:

- Automatic Delivery — AmeriGas will make deliveries to you based upon several forecasting factors including the weather, your tank size, and your past usage. You must inform us immediately if you add or remove appliances or

change how you use propane so our estimates stay accurate. If you have a residence that is not occupied year-round, please see Section 8 below for important information about this delivery option.

- Will Call Delivery — AmeriGas will only deliver propane after you request a delivery. AmeriGas charges a Will Call Convenience Fee for deliveries made by phone. No such fees apply when you place an order online using your MyAmeriGas account. Please go to www.MyAmeriGas.com for more details. We recommend you place an order when your tank is around 30% full. **Most Will Call deliveries are made within 1-2 weeks after you place an order.**

While we do our best to keep you supplied, delivery dates are not guaranteed, and we will not be responsible for any delay or damages caused by such events and circumstances beyond our reasonable control, including, but not limited to: acts of God; fire, storms, floods, or other adverse weather or environmental conditions; epidemics, pandemics, and other health crises; explosions; power blackouts; equipment failures; labor disputes; wars, hostilities, and terrorism; changes in laws or regulations; or our inability to obtain propane or equipment from our suppliers, including all terminal, refinery, pipeline, or transportation disruptions. Under any circumstances such as these, we will not be deemed to be in breach of these Terms and Conditions and we may allocate propane and equipment among our Customers in any manner we deem reasonable.

For any delivery, AmeriGas may choose not to deliver propane or perform services if, in our sole discretion, we believe that doing so will pose an unnecessary risk of injury or harm to you, AmeriGas' employees, your property, or the public. You agree that AmeriGas may lock off your equipment, the Leased Equipment, and/or suspend service if AmeriGas believes an unsafe condition exists.

4. Tanks and Equipment

You may purchase your own propane storage tank or cylinder, or you may lease equipment from AmeriGas.

If you lease equipment from us:

- The leased equipment will include a propane tank or cylinder, a first stage or twin-stage regulator and, if applicable, a tank monitor or propane meter (collectively, the "Leased Equipment"). If you have an AmeriGas-owned tank monitor on either Leased Equipment or your own tank, we collect your tank telemetry data, which may include location information (such as the GPS location of the tank monitor) and the propane level in the tank. By agreeing to these Terms and Conditions, you consent to the collection of such data.
- Any Leased Equipment will at all times remain AmeriGas property (or property of our service providers) and will not become a fixture or part of your property.
- You pay an annual rental fee for the Leased Equipment based on factors that can include tank size, property location, and usage.
- **Only propane purchased from us may be used in equipment we own, including Leased Equipment. This is a safety requirement and (in some locations) required by law, not just a business preference.**
- **Only AmeriGas or our authorized representatives may connect, disconnect, move, or service the Leased Equipment.**
- AmeriGas has an irrevocable right to access your property without prior notice for deliveries of propane and the servicing or removal of Leased Equipment. AmeriGas may remove, replace, and/or exchange any Leased Equipment as we determine may be necessary to better serve you.
- You're responsible for the cost of removing or excavating Leased Equipment (including underground tanks) if service ends, and we are not responsible for restoring landscaping afterward. For more information on the removal of underground tanks, see Section 12.
- If you wish to change propane suppliers after your Agreement has been in effect for one year or more, you may designate an alternate service provider ("Designated Provider") by giving AmeriGas written notice thirty (30) days prior to the date of your desired transfer. Upon receiving your written notice and a signed liability waiver and

release, AmeriGas will sell the Leased Equipment to the Designated Provider or you for no more than the actual cost of the Leased Equipment plus installation costs, if applicable.

If you own your tank:

- You're responsible for maintaining, inspecting, and repairing it, including the regulator and connecting lines.
- We may inspect your system for safety before delivering and may decline to deliver if we believe it's unsafe. You agree that, if we choose to inspect your system, we are not liable for the results of any such inspection.
- You are not required to use AmeriGas as the exclusive provider for equipment that you own. If you do use another party to deliver propane or perform any service work on your propane system, AmeriGas shall have no liability for any claim resulting from the actions of that third party.

You are responsible for the maintenance and repair of all equipment that you own – even if you lease some equipment from AmeriGas – including the piping, valves, appliances, and other equipment in your system. You are responsible for your propane system's compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect, turn off and on the propane system, or add or remove appliances so that we may conduct a leak check or take any other appropriate service steps.

Installation and Starting Service: For both Leased Equipment and Customer-Owned Equipment, we may install the equipment, upon our mutual agreement, and the cost of installation will generally be charged to you at our then-current rates. You may be charged the Site Survey Fee if a site survey is required prior to installation. We may perform a Safety Assurance Check in accordance with our policies prior to starting the delivery of propane to any new customer and at such other times as we determine is necessary, in our discretion. The cost of the Safety Assurance Check will be charged to you at our then-current rates. For new customers with Customer-Owned Equipment, if we determine that there is an issue with your propane system, you must fix the problem at your expense before propane service may begin. For more information about the Site Survey Fee and Safety Assurance Check, see Schedule of Current Fees and Charges below.

5. Access to Your Property

To deliver propane and service your equipment, we need free and safe access to your tank and any other related equipment such as meters at all times, including:

- A driveway and path to the equipment that is free of snow, ice, mud, debris, or overgrown vegetation.
- Access to the equipment that is not behind locked gates (without supplying the code), fencing, or near loose animals.
- A driveway sturdy enough to support the size and weight of a loaded delivery truck which may be heavier than normal vehicles.
- Advance notice from you of the location of overhead wires, septic systems, leach pits, underground ponds, sprinkler lines, or other underground features near the tank, so we can avoid damaging them.

If AmeriGas arrives at your property and is unable to access your equipment, you may be charged a fee. AmeriGas is not responsible for damage to unmarked utilities or for reasonable wear to your driveway from normal delivery traffic.

6. Pricing, Fees, & Charges

AmeriGas offers various pricing programs that allow customers to lock in specific prices or purchase fuel in advance. For the latest program details, please visit www.AmeriGas.com. For customers not enrolled in any specific pricing program, you agree to pay AmeriGas' current price per gallon. This is the price in effect when you place an order or, for Automatic Deliveries, on the date of the delivery. This price is set by AmeriGas and includes, among other things, our costs to procure propane, our taxes, transportation costs, and other applicable overhead. Your price per gallon may vary depending on the volume of propane you purchase, the distance of your tank from the nearest AmeriGas location, customer classification, propane tank ownership, and competitive conditions. We encourage you to review the information on our

website or contact us to discuss which pricing options may be best for your needs and to receive current pricing information, as prices change frequently and without prior notice.

Beyond the price of propane itself, fees and charges may apply depending on the service you request or is required. The fees and charges most frequently assessed are attached to this Agreement though other fees and charges may apply depending on the services rendered. For service work without a set fee, AmeriGas charges an hourly labor rate plus an amount for materials. Please contact us with any questions and for updated fee amount information using the methods at AmeriGas.com/support. **THE FEES AND CHARGES ARE NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. AMERIGAS MAY CHANGE ITS FEES AND CHARGES AT ANY TIME AND WITHOUT PRIOR NOTICE.**

7. Payment Terms and Late Fees, and Credit Card Surcharge

You agree to pay the invoiced amount on or before the due date indicated on the invoice. **If you dispute an invoice, you must contact AmeriGas using the methods listed at www.amerigas.com/support/billing-payment/help-with-my-bill within ninety (90) days from the date of the invoice. If you fail to submit a dispute within this time period, the invoice will be deemed accurate and accepted in full. The submission of a dispute does not alter the due date of the invoice.**

If you received credit terms from AmeriGas, you will be billed after propane is delivered or services are rendered, unless you have enrolled in a budget payment program.

If you pay by credit card, AmeriGas may, unless prohibited by law, impose a credit card surcharge which will not be greater than our cost of acceptance. The surcharge will not be imposed on other forms of payment such as ACH, check, debit card, or third-party payment options.

If you fail to timely pay all amounts owed to AmeriGas, AmeriGas will, unless prohibited by law, 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.

If you fail to make a payment on your outstanding amount owed, AmeriGas may, after providing written notice to you, suspend service and/or place a lock on Leased Equipment. If AmeriGas places a lock on Leased Equipment, all outstanding amounts (including the applicable Reconnect Charge) must be paid in full before service will be restored. AmeriGas may at any time require you to pay for propane deliveries or services in advance, to post a cash deposit, or to provide other forms of credit enhancement. This includes, but is not limited to, switching your delivery method from Automatic to Will Call if you have an outstanding balance. AmeriGas may apply any amounts it holds from you, whether a security deposit or otherwise, at any time in whole or in part against the outstanding balance.

8. Customers with Residences Not Occupied Year-Round

It is difficult to forecast propane usage for homes that are not occupied year-round as your usage patterns change. If you choose Automatic Delivery for a home not occupied year-round, it is your responsibility to monitor the propane distribution system on your property. AmeriGas is not liable for direct damages to personal and real property (including, but not limited to, damage resulting from frozen pipes or other water damage) that occurs as a result of the exhaustion of propane in your system. We recommend you place a tank monitor on your system to monitor the amount of propane remaining in your tank. For all deliveries to homes not occupied year-round, You must provide AmeriGas with at least ten (10) business days' advanced notice of a need for a delivery to avoid the exhaustion of your propane supply.

9. Propane Meters

If you have a meter, you will be billed for your monthly propane usage. Where allowed, AmeriGas reserves the right to bill you based on an estimated usage amount, and then later take an actual reading, after which: (i) you will receive a credit to the extent that your estimated billed usage amount exceeds the actual 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 monthly Meter Fee, as described in the attached fee descriptions, applies to customers who have AmeriGas meters.

10. Your Safety

Safety information has been or will be supplied in your Welcome Packet. You are responsible for reading the Welcome Packet and any other communications AmeriGas sends as they may contain important safety and regulatory information. If you did not receive the safety information or would like an additional copy, please visit us at [AmeriGas.com/about-propane/propane-safety](https://www.amerigas.com/about-propane/propane-safety) or contact us through [AmeriGas.com/support](https://www.amerigas.com/support) and we will mail or e-mail it to you. It is your responsibility as the customer to make sure anyone living in or visiting your homes – including relatives, children, or tenants – is familiar with the safety information. Safety is a joint responsibility between you and AmeriGas, please follow your responsibilities in this Agreement carefully and ask AmeriGas if you have any questions concerning the safety of your propane system.

We recommend you regularly visit [AmeriGas.com/about-propane/propane-safety](https://www.amerigas.com/about-propane/propane-safety) to view those and other important 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 1-800-AmeriGas. We recommend purchasing an LP gas detector and a Carbon Monoxide detector.**

11. Liability and Warranties

We'll perform our services carefully and professionally. That said, please understand the following limits:

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES WILL AMERIGAS 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. AMERIGAS 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 AT RESIDENCES NOT OCCUPIED YEAR-ROUND UNDER SECTION 8), INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR HOME, REAL PROPERTY, OR PERSONAL PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

DISCLAIMER OF WARRANTIES: AMERIGAS 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. SOME STATES MAY NOT ALLOW THESE EXCLUSIONS OF IMPLIED WARRANTIES, AND, IF YOU RECEIVE PROPANE SERVICE IN THOSE STATES, THE ABOVE EXCLUSIONS DO NOT APPLY TO YOU.

INDEMNIFICATION: Both AmeriGas 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.

12. Ending Service

- You may cancel service by giving us at least 30 days' notice. You can cancel in one of the following ways:
 - Online: Visit www.amerigas.com/support and submit your notice via the method provided
 - Email: You can email your notice to Customercare@amerigas.com

- Mail: Mail us your notice via U.S. Mail, postage prepaid, to AmeriGas Propane, P.O. Box 45264, Westlake, OH 44145; or
- Phone: You can also cancel by phone by calling us at 1-800-AMERIGAS (1-800-263-7442).
- We may cancel service by giving you at least 30 days' written notice.
- We may also cancel service immediately, without notice, if you fail to pay your bill or if we believe a safety issue exists.
- If you sell or move out of your property, you agree to inform AmeriGas at least 30 days in advance so we can coordinate closing your account. If you are moving, you may be able to avoid certain fees associated with equipment removal if you are able to coordinate transferring service to the new occupant. For more information regarding this possibility, please contact us.

Fees Relating to the Termination of Propane Services

- For customers with Leased Equipment, if you terminate service prior to the end of the Initial Term, you will be charged the Early Termination Fee of \$299.99.
- For customers with above-ground Leased Equipment:
 - You will be charged the Tank Pick Up Fee of \$299.99 and a Service Dispatch Charge of \$119.99 to remove the Leased Equipment from your property.
 - If AmeriGas is unable to move the Leased Equipment because of the amount of propane in the tank, you may be charged for the labor it takes to pump out the tank. **You can avoid this charge by scheduling your tank pick up for when your tank is below 5%.**
- For customers with underground Leased Equipment, you are responsible for all costs of excavation and removal of Leased Equipment. This includes any AmeriGas charges relating to the disconnection and/or pump out of the system. AmeriGas is not responsible for furnishing fill, resurfacing, landscaping or restoring your property to its previous condition upon removal. If you would like AmeriGas to excavate the tank, we may hire a third party. For either AmeriGas or third-party work, you will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size and access to the tank, soil conditions and other impediments. You and AmeriGas may mutually agree that AmeriGas will sell you the underground tank in lieu of physically removing the tank from your property.
- **AmeriGas will not repurchase or refund you for the propane remaining in any Leased Equipment or customer-owned equipment at termination, unless required by law.**

13. Changes to These Terms

We may update this Agreement from time to time. If we do, we'll notify you at least 30 days in advance by mail, email, bill insert, or through your MyAmeriGas account. If you continue to accept deliveries or make payments after receiving notice of a change, you have accepted the updated terms. As described in Section 6, pricing and fees may change without advance notice. For AmeriGas' latest pricing, please contact us or visit AmeriGas.com/fees-charges.

14. Claims and Arbitration – PLEASE READ THIS SECTION CAREFULLY

A. Arbitration Agreement. Upon the election of either party (or any other entity or individual with the right to invoke arbitration under this provision, including without limitation those entities or individuals named in this Section 14(A), a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to these Terms and Conditions, your agreement with AmeriGas, or the relationship between you and AmeriGas, including

without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against AmeriGas or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents (any of whom may elect arbitration of claims to which they are a party pursuant to these Terms and Conditions); (3) claims that arose before this Arbitration Agreement; (4) claims that arise after the expiration or termination of this Arbitration Agreement; and (5) claims that are the subject of a purported class action or other representative or collective action. "Dispute" shall not, however, include claims filed by you or AmeriGas on an individual basis in small claims court if the amount claimed is within the jurisdiction of that court. However, AmeriGas will not demand arbitration pursuant to this agreement to arbitrate in connection with any individual claim that you properly file in a small-claims court of your state or municipality, so long as the claim is pending only in that court. IN THE EVENT THAT THE PARTIES HAVE ANY DISAGREEMENT ABOUT ARBITRABILITY OR THE VALIDITY, SCOPE, OR ENFORCEABILITY OF THIS ARBITRATION CLAUSE, A DULY APPOINTED ARBITRATOR WILL DECIDE SUCH DISAGREEMENT.

B. Right to Reject this Arbitration Agreement. Notwithstanding anything in this Arbitration Agreement to the contrary, you may reject this Arbitration Agreement. To do so, you must send AmeriGas written notice by mail postmarked no later than thirty (30) days after your acceptance of these Terms and Conditions to Box 965, Valley Forge, PA 19482, Attn: Customer Service. Your rejection notice must be signed, must state that you reject this Arbitration Agreement, and must include your name, address, and AmeriGas account number. Your decision to reject this Arbitration Agreement or seek remedies in small claims court will not adversely affect your relationship with or receipt of goods or services from AmeriGas.

C. Procedures for Arbitration. This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA"). Arbitrations shall be conducted by a single arbitrator and administered by JAMS ("JAMS") pursuant to the code of procedures in effect at the time the arbitration is initiated (the "JAMS Rules"). A current copy of the JAMS Rules may be found at <https://www.jamsadr.com/>. At your election, arbitration hearings will take place in your hometown area. During the arbitration, the parties will be allowed to engage in discovery or exchange of non-privileged information relevant to the dispute. The arbitrator's decision will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

D. Right to Attorneys' Fees and Costs. You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from AmeriGas in arbitration to the same extent as in court, or as permitted under JAMS Rules. When you initiate arbitration proceedings, you will be responsible for paying your share of the arbitration fees as set forth in JAMS' Arbitration Schedule of Fees and Costs in effect at the time the arbitration is initiated. AmeriGas will be responsible for any additional arbitration fees and costs.

E. Waiver of Jury Trials and Class Actions. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. BY THIS ARBITRATION AGREEMENT, YOU AND AMERIGAS WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND AMERIGAS AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, MASS ACTION, OR COLLECTIVE BASIS, AND REGARDLESS OF ANY INCONSISTENT PROVISIONS IN THE JAMS RULES, NEITHER THE ARBITRATOR NOR THE JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS, MASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

15. Your Contact and Payment Information

You are responsible for providing accurate, complete, and current contact and payment information to AmeriGas. This information can be updated online using MyAmeriGas.com. You must notify AmeriGas immediately if there is any change to this information to maintain service and delivery.

16. Your Consent to Be Contacted

By providing a telephone number now or in the future, you agree that AmeriGas (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, contact us through the methods listed at AmeriGas.com/support, or update your contact preferences in your MyAmeriGas account.

17. A Few More Important Details

- **Governing Law:** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
- **Assignment:** You may not transfer this Agreement to someone else without our written permission. We may transfer our rights and obligations under this Agreement at any time.
- **Severability:** If any part of this Agreement is found unenforceable, the rest of the Agreement still applies.
- **Entire Agreement:** This document, along with any signed service agreement between us, is our complete understanding and replaces any earlier agreements on the same topics.
- **Survival:** Sections 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 17, and 18 will survive termination of your relationship with AmeriGas, which includes your permission for AmeriGas to contact you to collect any debts owed or your return of Leased Equipment.

18. State-Specific Provisions

These Terms and Conditions shall apply to residential customers in all states except where specifically prohibited by law. THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOMERS IN CONNECTICUT, DELAWARE, AND NEW JERSEY, OR CUSTOMERS IN VERMONT USING PROPANE THROUGH A METER OR HAVING PROPANE DELIVERED TO ONE OR MORE STORAGE TANKS WITH AN AGGREGATED TOTAL CAPACITY OF 2,000 GALLONS OR LESS. Some states give propane customers certain rights that may differ from these Terms and Conditions. If the state in which you receive propane service is listed below, or if a provision of these Terms and Conditions specifies that it does not apply to customers in your state, or if your state is one which provides rights for propane customers that directly conflict with, prohibit, or supersede these Terms and Conditions, then: (i) the provisions identified for your state (or in conflict with, prohibited by, or superseded by your state's laws and regulations concerning propane service) do not apply to you; (ii) any provision of these Terms and Conditions that is prohibited or limited by the law of the state where you receive service does not apply to you to the extent of that prohibition or limitation; and (iii) nothing in these Terms and Conditions waives any right under your state's law that cannot be waived. All other provisions of these Terms and Conditions remain in full force and effect.

STATE-SPECIFIC EXCEPTIONS AND/OR ADDITIONS TO THESE TERMS AND CONDITIONS AND THE SCHEDULE OF CURRENT FEES AND CHARGES (THIS LIST IS NON-EXHAUSTIVE. YOUR STATE MAY HAVE OTHER LAWS AND REGULATIONS GOVERNING YOUR PROPANE SERVICE THAT MAY NOT APPEAR BELOW):

- **California Customers:**
 - The provisions of Section 9 pertaining to estimating meter usage do not apply.
- **Florida Customers:**
 - The provisions of Section 12 permitting AmeriGas to cancel service immediately and without notice for failure to pay do not apply. AmeriGas will give the advance notice required by Florida law before discontinuing propane service or rendering equipment inoperable, except where a hazardous condition exists.
- **Maine Customers:**
 - Paper Invoice Fees do not apply.
- **Maryland Customers:**
 - **Under Section 7, if all of the outstanding amount you owe is not received within 15 days after it is due, you will pay a late charge of either (i) the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than three months; or (ii) up to 1.5% per month of the payment amount that is past due.**
- **Massachusetts Customers:**
 - The statement in Section 6 that fees and charges other than those attached to this Agreement may apply, does not apply to Massachusetts. We will only assess those fees and charges we disclose to you in writing.
- **Michigan Customers:**
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.
- **Nevada Customers:**
 - UPON YOUR REQUEST TO TERMINATE SERVICE, THE TERMINATION FEES LISTED IN SECTION 12 AND IN THE ATTACHED SCHEDULE OF FEES & CHARGES DO NOT APPLY.
 - THE PROVISIONS PERMITTING AMERIGAS TO CANCEL YOUR SERVICE IMMEDIATELY AND WITHOUT NOTICE FOR FAILURE TO PAY DO NOT APPLY.
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.
 - The Lock Equipment Fee does not apply.
 - The Pump-Out Fee does not apply.
 - Nevada provides a “Consumer Bill of Rights,” a copy of which is available for download here: <https://www.nvlpgasboard.com/consumer-info>.
- **New Hampshire Customers:**
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.

- The Termination Fees listed in Section 12 and the attached Schedule of Fees & Charges do not apply to the extent prohibited by New Hampshire law.
- Changes to these Terms and Conditions, and changes to the Schedule of Fees & Charges, will not be effective for New Hampshire customers until 60 days after we provide notice of them to you.
- **New Mexico Customers:**
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.
 - These Terms and Conditions are further modified by your New Mexico Disclosure, which is a part of your agreement.
- **New York Customers:**
 - Paper Invoice Fees do not apply.
 - The provisions of Section 12 permitting AmeriGas to cancel service immediately and without notice for failure to pay does not apply during the annual period established by New York law. AmeriGas will give advance notice required by law.
 - No penalties or additional fees (other than those listed in the attachment) will be charged if you receive propane from a temporary emergency supplier or will be charged to you by AmeriGas if AmeriGas is your temporary emergency supplier.
- **Rhode Island Customers:**
 - Paper Invoice Fees do not apply to customers 65 and older.
 - The statement in Section 6 that fees and charges other than those attached to this Agreement may apply, does not apply to Rhode Island. We will only assess those fees and charges (whether listed in this Agreement or in the Schedule of Fees & Charges) that we disclose to you in writing.
 - The Early Termination Fee, Tank Pick Up Fee, and any other charge assessed in connection with the disconnection or removal of Leased Equipment do not apply once above-ground Leased Equipment has been in place for 3 years, or underground Leased Equipment for 5 years.
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.
- **Texas Customers:**
 - Before you signed a customer agreement with AmeriGas, AmeriGas gave you a written notice of your options to purchase, lease, or lease-purchase propane equipment, including a statement that other dealers may offer different purchase, lease, or lease-purchase options. AmeriGas certifies that this notice was given to you before you signed.
- **Utah Customers:**
 - Charges for the removal of Leased Equipment described in Section 12 and the attached Schedule of Fees and Charges apply only to the extent they are reasonable under Utah law.
 - The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.
- **Virginia Customers:**

- The provision of Section 12 stating that AmeriGas will not repurchase or refund unused propane from Leased Equipment upon termination does not apply.

Questions?

We're glad to answer any questions about these terms or your account. You can reach us using any of the methods listed at [AmeriGas.com/support](https://www.amerigas.com/support).

Effective October 1, 2026

The AmeriGas Family of Companies
www.amerigas.com

Schedule of Current Fees and Charges

SEE WWW.AMERIGAS.COM/FEES-RATES FOR MOST CURRENT FEE SCHEDULE

Fee	Description	What Customers Could be Impacted?	When Could I Be Charged?	How Can I Avoid this Fee?
Early Termination Fee	You have received certain benefits from AmeriGas in exchange for your service commitment. If you are leasing equipment and you terminate propane service prior to the end of the Initial Term, you will be charged an Early Termination Fee of \$299.99. This fee only applies to customers with Leased Equipment.	Customers who lease equipment from AmeriGas and terminate service before the end of their Initial Term. The Early Termination Fee is not applicable in Nevada. The Early Termination Fee is not applicable to customers in New Hampshire, to the extent prohibited by law. The Early Termination Fee is not applicable to customers in Rhode Island with above-ground Leased Equipment that has been in place for at least 3 years, or underground Leased Equipment for at least 5 years.	The Early Termination Fee will be charged on your Final Bill	Continue service with us until the end of your Initial Term. Contact us at AmeriGas.com/support if you are dissatisfied with our service.
Fuel Recovery Fee	This fee, which is assessed on propane deliveries, helps to offset the significant expense AmeriGas incurs fueling its fleet of motor vehicles. This fee may fluctuate on a monthly basis if AmeriGas' cost to procure fuel fluctuates. Please check www.AmeriGas.com/fees-rates for the most recent Fuel Recovery Fee information.	All customers.	The Fuel Recovery Fee is charged on each delivery invoice.	N/A
Hazmat & Safety Compliance Fee	This fee is assessed on propane deliveries and helps to offset the costs we incur to comply with federal, state, and local government regulations, such as those relating to hazardous materials, homeland security, emergency preparedness, workplace safety, and related administrative costs. It is also used to	All customers, except for meter customers.	The Hazmat & Safety Compliance Fee is charged on each delivery invoice.	N/A

	fund, in part, among other things, employee safety training, inspections, cylinder requalification, and environmental compliance. This fee is \$14.99 per delivery.			
Delivery Fee	In lieu of the Fuel Recovery Fee, HazMat & Safety Compliance Fee and Will Call Convenience Fee described above, AmeriGas may instead assess a comprehensive Delivery Fee which can include any and all charges associated with the cost of delivering propane from our local supply point to the customer location. This fee will vary depending on delivery method and other factors including but not limited to customer location.	All customers.	The Delivery Fee, if applicable, is charged on each delivery invoice.	N/A
Safety Assurance Check	This fee applies when an AmeriGas representative determines it is necessary to perform a check of the propane system to assess whether the propane system is safe prior to delivery. A Safety Assurance Check may be required in certain situations, including but not limited to prior beginning service with AmeriGas or after an interruption of propane service. The cost of the Safety Assurance Check fee may vary.	Any customer could be charged for a safety assurance check.	The Safety Assurance Check is charged on a service or delivery invoice.	N/A
Leak Check Charge	This charge is applied when AmeriGas performs a leak check to verify that the propane system does not have a leak. This test is required by law under certain circumstances such as when new piping is installed, if the gas has been turned off for any reason, if there has been an interruption of gas service, or if a leak in the system is suspected. This fee may vary based upon the complexity of your propane system including the number of	Any customer could be charged a leak check.	A Leak Check Charge is included as a line item on a service or delivery invoice.	One reason that a leak check must be performed is when a Will Call customer's tank is empty. To avoid this, you can enroll in Automatic Delivery or watch your tank gauge and order a delivery when your tank is at 30%.

	appliances and the time it takes an AmeriGas employee to perform the service.			
Meter Fee	This fee applies if your propane usage is measured by a meter. This fee helps to offset the cost of any AmeriGas equipment, 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. This fee is \$12.99 per month.	Meter customers with an AmeriGas-owned meter.	The Meter Fee is charged on an invoice once per month.	N/A
Paper Invoice Fee	This fee applies if you choose to receive paper invoices from AmeriGas. This fee is \$3.99 per invoice. You may avoid this fee by enrolling in paperless billing in your MyAmeriGas account.	All customers who receive paper invoices. The paper invoice fee is not applicable to customers in Maine, New York, or New Jersey, or to Rhode Island customers 65 and older.	The Paper Invoice Fee is charged on every paper invoice.	You may avoid this fee by enrolling in paperless billing within your MyAmeriGas online account.
Tank Pickup Fee	When you terminate service with AmeriGas, we will remove any Leased Equipment from your property. The charge for removal of standard, above-ground tanks is \$299.99. You are responsible for all costs of the excavation and removal of underground tanks.	If you are leasing a standard above-ground tank(s) from AmeriGas and you terminate service with us. The Tank Pickup Fee does not apply to Nevada customers. The Tank Pickup Fee does not apply to New Hampshire customers to the extent prohibited by applicable law. The Tank Pickup Fee does not apply to Rhode Island customers with above-ground Leased Equipment that has been in place for at least 3 years, or underground Leased Equipment for 5 years.	The Tank Pickup Fee will be charged on your Final Bill.	N/A
Reconnect Charge	If your tank is locked off by AmeriGas due to nonpayment, this charge will be	Customers with a past due balance.	Charged when the customer schedules to	Ensure invoices are paid on time.

	assessed to remove the lock, perform a leak check, and return your propane system to service. This charge is \$109.99.		have propane service reconnected.	
Returned Check Fee	This fee is intended to cover the deposit return fee assessed by financial institutions and related administrative expenses associated with any ACH or check payment that is unable to be processed by the financial institution, including any withdrawal of authorization for the payment before it is processed. The fee is \$33.00, unless an applicable state law requires it to be lower.	Any customer who has a check or ACH payment that is unable to be processed by their financial institution.	The Returned Check Fee will be charged when payment is returned to AmeriGas because the Financial Institution could not process it.	Ensure funds are available in your bank account when paying with check or ACH.
Service Dispatch Charge	This applies when a service technician is dispatched to your service location to perform diagnostic or other service work, except where the service technician is dispatched to perform maintenance and repair on Leased Equipment related to ordinary wear and tear. This charge is \$119.99. 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.	Any customer needing service work, except customers with leased equipment that requires maintenance or repair of ordinary wear and tear.	This charge is included as a line item on the invoice.	N/A
Emergency/Urgent Delivery Fee	This fee applies when a customer requests a delivery within one (1) day. This fee is \$300.00.	Customers who request delivery within 1 day.	This fee is charged when a customer requests their delivery within 1 day.	Become an Automatic Delivery customer or watch your tank gauge and order a delivery when your tank is at 30%.
Will Call Convenience Fee	This applies to customers enrolled in the Will Call delivery option and is charged for each Will Call delivery that is not ordered online. This fee is \$9.99 per delivery.	Will Call customers that do not place an order online.	The Will Call Convenience Fee is charged on each delivery invoice when the delivery was not ordered online.	Eligible customers may avoid this fee by switching to Automatic Delivery or by placing an order online using your MyAmeriGas account.
Site Survey Fee	This applies if we need to survey your property to determine the proposed location of your tank and the cost of installation, or if we need to add, move or	Anyone requesting an installation or a change in the location or size of existing equipment.	The Site Survey Fee is charged on a service invoice once the site survey is complete.	N/A

	upgrade the size of your existing tank. The cost of the Site Survey Fee may vary.			
Late Fees	If you fail to pay your invoice on time, you may be charged a monthly late charge of 1.5% of the average daily balance or a late charge of \$36.00, whichever is greater.	Unless prohibited by law or your contract with AmeriGas, customers who have not paid their bill on time. Customers in Maryland who do not pay all of the outstanding amounts owed within 15 days after it is due will pay a late charge of either: (i) the greater of \$5.00 per month or 10% per month for the part of the outstanding amount that is late for no more than 3 months; or (ii) up to 1.5% per month of the payment amount that is past due.	Late Fees are charged after your invoice due date, if your invoice is unpaid.	Ensure invoices are paid on time.
Equipment Rent	Equipment Rent applies if you rent equipment, like a propane tank and related equipment such as regulators, piping or tank monitors from AmeriGas. Equipment Rent is not charged for equipment you own or for equipment owned by another company.	Any customer who rents equipment from AmeriGas.	Equipment Rent is charged on an annual invoice. Occasionally, equipment rent may be charged weekly or monthly.	N/A
Credit Card Surcharge	AmeriGas may impose a credit card surcharge for customers who use a credit card to make payment on their account. The credit card surcharge will not be greater than our cost of acceptance and will not be imposed on debit cards payments, ACH, or third-party payment options.	Customers who use a credit card to make a payment. In New York, the total price you are shown for card payment already includes the surcharge. There are certain states that either prohibit us from charging the Credit Card Surcharge or cap the amount of the Credit Card Surcharge; in such states, we will adjust the assessment of the Credit Card surcharge accordingly.	The Credit Card Surcharge is charged at the time of payment.	Use a debit card, ACH, or third-party payment option (like Pay Pal) to pay your account balance.
Permitting Costs	Customers are responsible for paying for any permits needed to do any service work at a customer's location.	Customers needing a permit for service work.	This fee is included as a line item on the service invoice.	N/A

GPP Enrollment Fee	This fee is charged to customers who sign up for our Guaranteed Pricing Program.	AmeriLock GPP Customers.	The GPP Enrollment Fee is charged annually at time of GPP contact signup/renewal.	Customers on paperless billing receive a discounted GPP Enrollment Fee.
GPP Early Termination Fee	This fee is charged when a Guaranteed Pricing Program is terminated before its expiration date. It is governed by your separate Guaranteed Pricing Program Agreement.	GPP customers.	The GPP Early Termination Fee is charged when a GPP contract is terminated before its expiration date.	Avoid terminating your contract before the expiration date.
Lock Equipment Fee	This fee is charged when a customer is moving out to lock and cap the equipment. The cost of the Lock Equipment Fee may vary.	Any customer who is moving. Excludes Nevada customers.	This fee is charged when you move and the equipment is locked and capped rather than removed.	N/A
Emergency Service Charge	This charge applies when a service technician responds to an emergency, after-hours (nights and weekends), or holiday service call. The charge is 1.5 times the location's standard labor rate.	Any customer who requires an emergency, after-hours, or holiday service response.	This charge is included as a line item on your service invoice.	Schedule service during standard business hours when possible.
Pump-Out Fee	If AmeriGas is unable to remove your above-ground Leased Equipment because of the amount of propane remaining in the tank, you may be charged for the labor to pump out the tank. This fee will vary based on local labor rates.	Customers with Equipment whose tank has more than 5% propane remaining when AmeriGas removes it. Excludes Nevada customers.	This charge is included as a line item when AmeriGas has to pump out your tank to complete a Tank Pick Up.	You can avoid this charge by scheduling your tank pick up for when your tank is below 5%.