



Mason's Propane Service LLC

317 West King Street, East Berlin, PA 17316

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Terms and Conditions for Residential & Non Residential Customers:

Mason's Propane Service Terms and Conditions are set forth below. Please read this notice and keep it in a safe place with your other important records. This notice will modify all prior agreements and will govern your relationship with Mason's Propane after these Terms and Conditions become effective.

For most residential Customers, these Terms and Conditions will become effective thirty days after the date of this notice. For Customers with agreements requiring more than 30 days' notice, these Terms and Conditions will become effective on the earliest date after the expiration of the notice period required by the agreements. For customers with agreements that cannot be modified in this manner, this notice will serve as a termination and an offer to do business under the Terms and Conditions set forth below and the Terms and Conditions will become effective on the earliest date after the termination.

RENT FOR LEASED EQUIPMENT. Upon request, Mason's will lease and provide various equipment to customers, including a propane cylinder, regulator(s), and slabs. Customer agrees to pay Mason's annual rent during the period the leased equipment is used. The amount of the rent can vary by geography, size of the tank(s) and the customer's actual annual usage. Mason's reserves the right to change-out the leased equipment if customer's propane usage changes or to remove the leased equipment during periods of non-usage. Customer agrees that if the residence where the leased equipment is located sells, the customer will notify Mason's at least 30 days in advance of settlement taking place and will notify the buyer that the equipment is owned by Mason's Propane. **PLEASE NOTE ALL HEAT CUSTOMERS ARE ON AUTOMATIC DELIVERY, THEY CAN NOT BE PLACED ON WILL CALL.**

PROPANE SUPPLY. Customer agrees to purchase from Mason's. Customer also agrees that only propane sold by Mason's will be used with the Leased Equipment. Therefore the Customer understands no other propane company can legally fill Leased Equipment that is owned by Mason's per the Propane and Liquefied Petroleum Act enforced by the Pennsylvania Department of Labor & Industry Boiler Division. Please see the following quote;

PROPANE AND LIQUEFIED PETROLEUM GAS ACT

Act of June. 19, 2002, P.L. 421, No. 61

Section 3. Transfer of LPG.

(a) Authorization required.--No person shall transfer, sell, fill, deliver or permit to be delivered any LPG or use an LPG container or receptacle unless authorized to do so by the owner of the LPG container and authorized by the department to do so or authorized to do so by emergency response agencies.

(b) Notification.--Whenever any person acting on behalf of an authorized emergency response agency transfers LPG or disconnects any LPG container, such person shall notify the container owner within five days after such action.

(c) Container to be secured.--Any person disconnecting such container shall secure the LPG container in a safe fashion.

<https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2002&sessInd=0&act=61>

FEES, RATES, AND CHARGES.

1. General Provisions:

Customers agree to pay Mason's rates, and charges that are in effect on the date that propane is delivered or services are rendered. MASON'S RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES FROM TIME TO TIME WITHOUT PRIOR NOTICE. ALL HEAT CUSTOMERS ARE NOT ALLOWED TO BE A WILL CALL CUSTOMER. UNLESS THE CUSTOMER OWNS THE EQUIPMENT, THEN MASON'S IS NOT HELD RESPONSIBLE FOR ANY DAMAGE CAUSE BY RUNNING OUT OF FUEL. Customers who own their equipment are to contact Masons in a timely manner so they don't run out, recommended 30% or more during the heating season. Mason's Propane Service LLC is not held liable for any national fuel shortages that may affect the consumers. Customers acknowledge that Masons' fees, rates and charges may vary depending on the volume of propane purchased, customer classification, ownership of equipment and competitive conditions. For customers who are billed based on the usage amount shown on a meter attached to the customer's propane system, Mason's reserves the right to bill the customer based on an estimated usage amount, which will later be followed-up by an actual reading with the customer to be: (i) credited to the extent that the estimated amount exceeded the actual propane usage amount or (ii) charged an additional amount to the extent that the actual amount of propane used exceeded the estimated amount. Customers who receive forecasted deliveries of propane understand and agree that they will not receive prior notice of the price of propane, but may obtain pricing

information by calling the office. Masons' fees, rates, and charges, if any, are not refundable except to the extent that a refund may be required by law.

2. **Current Fees and Charges:**

- **Fuel Recovery Fee** - This fee, which is added to each propane delivery and service call, helps to offset the significant expenses incurred by Mason's in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as Masons' cost of fuel fluctuates. **The fee as of the date of this Notice is \$0. For updated fuel recovery fee information, please visit our office or call the office.**
- **HazMat & Safety Compliance Fee** - This fee, which is added to each delivery, helps to offset a portion of the cost Mason's must incur 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, vital employee safety training and inspections, cylinder requalification, and environmental compliance. **THE FEE IS NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF IT PAID TO ANY GOVERNMENT AGENCY. The current fee is \$0.**
- **Late Charge** - This charge is assessed when a Customer does not pay their bill within the credit terms established and is designed to recover collection and related costs incurred by Mason's. **The current charge is \$5 for first notice, \$10 for second notice, and \$15 for third and final notice. If handed over to a collection agency a charge of \$100 minimum will be applied to the balance after fees. Collection fee may vary depending on the account balance. Please note the full amount will be handed over for collections regardless if there is any remaining propane in the equipment. Any propane that is remaining in the equipment will not be reimbursed if handed over for collections.**
- **Service Termination Charge** - The labor associated with disconnecting service or removing equipment when a customer terminates service with Masons. This includes all aspects of the administrative process necessary to close the account. If there is a balance on the account it will be run on the card or bank account that is on file with Mason's Propane. **The current charge is \$80 plus tax.**
- **Pump-Out/Restocking Charge** - Masons is prohibited by law from transporting a tank when it contains a quantity of propane in excess of five percent of the tank's water capacity. This charge defrays the cost associated with pumping out a tank that contains in excess of five percent, and returning the tank to Masons' inventory. Customers can avoid this charge by continuing service with Masons until the supply of propane in the tank is less than five percent. **The current charge is \$0.**
- **Special Trip Charge** - This charge is incurred by Customers who request immediate deliveries or non-emergency service after business hours, on weekends or holidays. **This charge can vary greatly due to the distance**

involved and/or the time required to service this request and will be based on local labor rates which can be obtained from your local Masons office.

- **Meter Service Fee** - This fee is incurred by Customers who are charged for their propane based on an amount of usage as measured by a Mason's meter. This fee defrays the cost of meter reading, meter maintenance and related administrative costs. **This service is currently unavailable.**
- **Service Dispatch Charge** - This charge is to cover the costs associated with dispatching a service technician to a customer's residence or other location to perform service work on customer-owned equipment and appliances. Customers should note that upon arrival at the customer's location, additional charges may be assessed depending upon the nature of the problem. **The current Service Dispatch Charge is \$80.00 plus tax and is collected at the time the service is scheduled.** This charge will not be credited toward service work performed. Please check with your local Mason's office regarding the availability of appliance repair service.
- **Service Activation and System Check** - for every takeover or transfer of an existing installation, a minimum of half of our hourly rate will be charged to the new customer for service activation and system check. Because these fees are subject to change, we suggest you regularly visit our website at www.masonspropane.com in order to view a list of our most current fees and charges, or you can call 717-259-0624 to speak with a Customer Service Representative.
- **Refunds-** **Are at the Managers discretion.** Plus a pick up fee. Please refer to the pick up and pump out fee section. Those fees may apply.

3. **Price Dispute Resolution Procedure:**

Due to the potential pricing volatility in energy markets, every customer has the right to discuss the price of propane delivered to their account. Mason's will make reasonable efforts to resolve pricing disputes through a standardized process. If a customer would like to discuss the price of their propane with Mason's, customer should initially contact the office. Ask for Lori Mason-Crone.

PAYMENT TERMS AND LATE FEES. Customer agrees to pay all fees, rates, and charges required by the Terms and Conditions within Fifteen (15) days after the invoice date or on the due date, whichever is later, to the location designated by Masons. Where permitted by law, the customer agrees that Masons may send Customer an invoice instead of a delivery ticket. If the customer fails to pay any fees, rates, or charges within 20 days after the invoice or due date, Masons may, unless prohibited by law, add a late charge of \$5, \$10, and \$15 (See section labeled **Late Charge** above). Masons reserves the right to require customers to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by Mason's at any time in whole or in part to the outstanding balance.

LICENSES, PERMITS AND TAXES. The Customer agrees to pay for all licenses, permits, and taxes associated with the sale or use of the propane equipment or service covered by these Terms and Conditions.

PROPANE SYSTEM MAINTENANCE & REPAIR. Except for the leased equipment, the customer is responsible for the maintenance and repair of the customer's entire propane system.

TITLE TO EQUIPMENT. The leased equipment will at all times remain the property of Mason's and will not become a fixture or a part of the customer's property. IN THE INTEREST OF SAFETY, CUSTOMER WILL NOT ALLOW ANYONE TO MAKE ANY ADJUSTMENTS, CONNECTIONS OR DISCONNECTIONS TO THE LEASED EQUIPMENT OR REMOVE OR PUMP OUT THE TANK WITHOUT THE WRITTEN PERMISSION OF MASON'S PROPANE SERVICE LLC. CUSTOMER WILL NOTIFY MASON'S IMMEDIATELY IF THE LEASED EQUIPMENT IS DAMAGED, MALFUNCTIONS, OR IF CUSTOMER EXPERIENCES ANY PROBLEMS WITH THE EQUIPMENT.

ACCESS TO EQUIPMENT. Mason's may, without prior notice, enter customer's property to deliver propane or to install, repair, service, remove the leased equipment, or to perform any other services that it deems necessary under the Terms and Conditions. Customer agrees to provide Masons with safe, free and unimpeded access to the leased equipment, including, but not limited to, access free of ice, snow, water, mud and other debris, as well as to provide a driveway that is sufficiently sturdy to withstand the weight of a filled propane truck. Customers will mark or otherwise identify the location of septic systems, leach pits, underground ponds and similar underground features as necessary to install the leased equipment, perform services and make deliveries. Customer agrees to promptly surrender to Mason's the leased equipment when customer terminates customer's relationship with Mason's for any reason.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL MASON'S BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. INCLUDING WITHOUT LIMITATION DAMAGE TO CUSTOMER'S (PLUMBING (WATER DAMAGE FROM FROZEN PIPES), SEPTIC SYSTEM, DRIVEWAY AND/OR LANDSCAPING.)

DISCLAIMER OF WARRANTIES MASON'S MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, AND/OR RELATED EQUIPMENT OR SERVICE SUPPLIED OR PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES, (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS IN THOSE STATES.

TERMINATION. Unless a specific term was agreed upon in a written agreement between Mason's and the customer, either party may terminate this agreement by giving the other party thirty (30) days prior written notice. **IF NO NOTICE IS GIVEN 30 DAY PRIOR, THERE IS NO REFUND OF ANY PROPANE.** Mason's may terminate this agreement at any time without prior notice if the customer fails to satisfy any of these Terms and Conditions or if Masons determines, in its sole discretion, that a condition exists that poses a health or safety threat.

EXCUSED PERFORMANCE. Mason's will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation of, acts of God like fire, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, Mason's may allocate

propane and equipment among its customers in any manner that Mason's, in its sole judgment, deems reasonable.

CHANGES TO THE AGREEMENT. Mason's reserve the right to change these Terms and Conditions (other than fees, rates, and charges, which may be changed without prior notice) at any time. Customers may request in written notice of the change(s). The notice of change may be in the form of a bill insert or other written notification. By accepting delivery of propane or by paying any fees, rates, or charges after the customer has been given notice of the change(s). Customers will be deemed to have agreed to the change(s). These Terms and Conditions may not be modified orally.

CUSTOMERS WITH UNDERGROUND TANKS. At the time of installation and/or removal of the underground propane supply tank and equipment, customer will mark or otherwise accurately identify the location of all underground systems that are not marked by the state's "Call before You Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. Customer is responsible for all costs of the excavation and removal of the equipment. Mason's is not responsible for furnishing, filling, resurfacing, landscaping or restoring the customer's property to its previous condition when the leased equipment is removed. The charge to remove an underground tank can vary and is affected by the size of the tank, access to the tank, the soil conditions and other impediments near or around the tank, among other factors. Customers will be billed on an hourly basis for this work with local labor rates prevailing. Mason's will invoice the customers for any third party excavation work performed in conjunction with the removal of the underground tank.

CUSTOMERS WITH RESIDENCES THAT ARE NOT OCCUPIED YEAR-ROUND.

Customer acknowledges that if the residence for which propane service is provided pursuant to these Terms and Conditions is not occupied as a year-round residence, then Mason's cannot reliably forecast deliveries due to the unpredictable variances in usage. In such instances, Mason's will not be able to provide propane on a forecasted basis. Therefore, the customer agrees that it is the customer's exclusive responsibility to monitor the propane usage and to request a delivery at least seven business days in advance in order to prevent an out-of-gas situation. If said advance notice is not provided, then Mason's will not be responsible for any damages that may result from an out-of-gas situation, including personal injuries or damage of any kind to property caused by or related in any way to the exhaustion of propane supply, including, but not limited to, frozen pipes or water damage. If a customer leaves the home unattended at any time during the year, the customer acknowledges that they must take special precautions to monitor the propane level.

ARBITRATION. Aside from collection matters, Customer and Mason's agrees that if either party requests any dispute or controversy between the parties that in any way arises out of these Terms and Conditions, or any prior agreement, or Masons' provision of goods or services to customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Upon a sufficient showing that the Customer cannot afford to pay for arbitration costs, the arbitrator may direct that Mason's bear the costs of arbitration (but not including attorneys' fees). Neither customer nor Mason's shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on the Customer and Mason's and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. In the absence of this arbitration provision, customers may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury. Within thirty days of receipt of this arbitration provision, customer can elect to opt out of this provision (that is, exclude it from these Terms and Conditions) by sending a written notice to Mason's Propane Service LLC by certified mail at Box 338, Thomasville, PA

17364, Attn: Lori Crone stating that Customer wishes to opt out of this arbitration provision.

PLEASE NOTE THAT IN ARBITRATION, NEITHER CUSTOMER NOR MASON'S WILL HAVE THE RIGHT TO HAVE ITS DISPUTE RESOLVED BY A JUDGE IN A COURT OF LAW AND BOTH WILL WAIVE THE RIGHT TO A TRIAL BY JURY. OTHER COURT RIGHTS SUCH AS THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR SIMILAR REPRESENTATIVE CASES SO WILL BE WAIVED AND SUCH RIGHTS TO TAKE DISCOVERY AND THE RIGHT TO APPEAL ARE SIGNIFICANTLY LIMITED OR ELIMINATED IN ARBITRATIONS. ON THE OTHER HAND, ARBITRATIONS ARE VIEWED BY MANY AS BEING LESS EXPENSIVE, QUICKER, AND MORE EFFICIENT MEANS OF RESOLVING DISPUTES.

SURVIVAL. Some or all of paragraphs 3, 4, 7, 8, 9, 10, 14 and 16 shall survive termination of customer's relationship with Mason's.

*This information has been provided to you in order to make you aware of Masons' current Terms and Conditions, as well as our current fees, rates and charges. Please visit www.masonspropane.com or call 717-259-0624 regularly for updates and/or changes. These terms and conditions shall apply to customers in all states except where specifically prohibited by law.

June 7, 2012 Updated August 25,2022

Can't find the answer to your question?

Contact the Mason's office or contact us: 717-259-0624