

AMERIGAS

America's Propane Company

September 21, 2016

533 E Congressman Solomon Ortiz Blvd

Robstown Texas 78380\

Office 361-387-3033

Cell 512-332-6165

Regina.Betancourt@Amerigas.com

WWW.AMERIGAS.COM

Proposal

No tank rental

No cylinder rental

No cancellation fee

We have a no run out guarantee

24 Hour emergency service

Safety training as needed, safety PPE provided

Hands on Sales Representation

Direct contact info to local manager, sales representative and driver

AmeriGas will lock your price in at 1.00 over cost. Our cost today is .60 making your cost 1.60 a gallon.

Do not hesitate to contact me with questions or concerns.

Best Regards,

Regina Betancourt

Commercial Sales Representative South Texas

Regina.Betancourt@AmeriGas.com

Propane Supply Agreement & Equipment Lease Non-Residential

District # _____

This Propane Supply Agreement and (Equipment) Lease ("Agreement") is between _____, (the "Company"), Address: _____ and the Customer identified below ("Customer") and will be in effect for a minimum of one (1) year, or 0 years, whichever is greater, from the date it is signed by the Customer and from year-to-year thereafter or until terminated in accordance with paragraph 11 of this Agreement. **NO terms (RR) 09/21/16**

Customer:	Business Phone:	Fax:	eMail:
Primary Contact:	Business Phone:	Cell:	Fax:
eMail:			
Installation/Delivery Address:	City:	State:	Zip:
Billing Address:	City:	State:	Zip:

Initial Here

TERMS & CONDITIONS

1. Equipment. The Company agrees to install and to lease to Customer at Customer's delivery address the propane storage tank or cylinders and related equipment listed in Attachment B (the "Equipment"). The Company reserves the right to charge rent for the Equipment and Customer agrees to pay all Equipment rental charges. Customer shall be liable for all loss of and damage to the Equipment while in Customer's possession, normal wear and tear excepted. Customer will promptly surrender to the Company all of the Equipment when this Agreement is terminated for any reason. The number of cylinders and tanks may be changed from time to time based on Customer's needs and usage and Attachment B and this Agreement may be amended through the use of one or more Service/Work Orders, which shall become part of the Agreement. Any Equipment that is lost or damaged during the term or is not returned at the end of this Agreement will be billed to Customer at replacement cost. Customer authorizes the Company to replace its Equipment at any time with no changes in the obligations of this Agreement. If the Company replaces the Equipment with equipment of different capacity, the annual rental charges, if any, shall be adjusted to those that are currently being charged for the Equipment which is substituted. Upon Company's request, Customer agrees to execute an Easement or other proof of Company's ownership of the Equipment leased to it under this Agreement and authorizes Company to file same in the appropriate public records.

2. Propane Supply. Customer will purchase from the Company all of the propane Customer requires for use at Customer's delivery address listed above, during the term of this Agreement. **FOR SAFETY AND OTHER REASONS, CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.**

3. Equipment Installation. When installing the Equipment, the Company will perform a leak check of the Customer's propane system. The Company will not place the Equipment in service until it is satisfied that the leak check has been successfully completed. The Company will not be liable for the damages that cannot be ascertained by conducting a leak check, or which arise as a result of conditions that may develop/exist after the leak check has been conducted. Customer will use only tanks, regulators, fittings, meters and other related equipment that is furnished by Company in connection with the use of the propane sold and Equipment leased to it by Company.

4. Fees, Pricing, Rates and Charges. ~~A) Propane Pricing - Customer agrees to pay the Company's applicable non-refundable prices in effect on the date that propane or Equipment is delivered or services are rendered. Customer acknowledges that the Company's fees, rates, pricing and charges include its various procurement costs and may vary depending upon, among other things, the volume of propane purchased, customer clas-~~

sification, derivative activity to reduce price volatility, ownership of equipment, and competitive conditions. If Customer has a fixed price contract, Customer's price for propane will not change during the term of this Agreement. If this Agreement does not contain a fixed price, Customer's price for propane may move either up or down, as it does with other energy commodities. Similarly, if there is no agreement that governs Customer's price for propane, Customer's price may likewise move either up or down. For those Customers without a fixed price agreement, the Company reserves the right to change its prices without prior written notice to Customer. For our Area Index customers, from time to time the geographic areas and supply points that comprise the Company's Area Index may change slightly. In some instances these changes may result in slight price increases or decreases, depending on the unique market circumstances. *B) Current Fees and Charges:* Because these fees and charges are subject to change, we suggest you regularly visit the Company website in order to view a list of our most current fees and charges, or you can call the local office servicing your account to speak with a Customer Relations Representative.

- **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 commercial motor vehicles. This fee fluctuates on a monthly basis as the Company's cost of fuel fluctuates. For current fuel recovery fee information, please contact your local Company office on a monthly basis 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 cost the Company 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 re-qualification, and environmental compliance. **THE FEE IS NOT GOVERNMENT IMPOSED, NOR IS ANY PORTION OF IT PAID TO ANY GOVERNMENT AGENCY.** The current fee is \$10.59.

- **Late Charge** - This charge is assessed when a Customer does not pay his/her bill within the credit terms established and is designed to recover collection and related costs incurred by the Company. The current charge is 1½ percent of the average daily balance or a minimum charge of \$36, whichever is greater.

- **Pump-Out/Restocking Charge** - This charge defrays the cost associated with pumping out a tank that contains in excess of five percent, and returning the tank to the Company's inventory. Customers can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. The current charge is 35¢ per gallon of propane that is pumped out of the tank.

Payment terms net 30
(RR) 9/22/16

Initial Here

N/A
PP
9/22/14

• **Special Trip Charge** – This charge is incurred by Customers who request immediate deliveries or non-emergency service after business hours or on weekends. 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 Company 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 the Company's meter. This fee defrays the cost of meter reading, meter maintenance and related administrative costs. The current fee is \$9.99 per month.

• **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 or to pick-up a Company-owned tank or cylinder. Customers should note that upon arrival at Customer's location, additional charges may be assessed depending upon the nature of the problem. The current Service Dispatch Charge is \$39.99 and is collected at the time the service or tank/cylinder pick-up is scheduled. This charge will not be credited toward service work performed. Please check with your local Company office regarding the availability of appliance repair service.

• **Returned Check Charge** – \$33.00

Note: The Fuel Recovery Fee & HazMat & Safety Compliance Fee does not apply to customers in Connecticut. The Company reserves the right to change its fees and charges from time to time without prior notice to Customer. By accepting delivery of propane or by paying any changed fee or charge, Customer will be deemed to have agreed to the changes. Customer agrees to pay any taxes, licenses, permit or inspection fees associated with the sale or use of propane and Equipment covered by this Agreement. Customer understands that Customer may obtain Company's current fees and charges by visiting the Company's website or by contacting the local Company office servicing Customer's account.

C) 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, and the Company will make reasonable efforts to resolve pricing disputes through a standardized process. If Customer would like to discuss the price of their propane with the Company, Customer should initially contact his/her local office Customer Relations Representative. If Customer is not satisfied with the resolution after discussions with the local Customer Relations Representative, Customer may advance the issue to the local District Manager. If a resolution still does not occur, Customer may request the issue be escalated to the Area Director. Any unresolved dispute can be further escalated to the office of the Operations Vice President if the Customer deems necessary. The District office can provide contact information.

5. Payment Terms. Customer agrees to pay all fees, rates, and charges required by this Agreement within ten days after the invoice date or on the due date, whichever is later, to the location designated by Company. Where permitted by law, Customer agrees that Company may send Customer an invoice instead of a delivery ticket. If Customer fails to pay any fees, rates, or charges within 25 days after the invoice or due date, Company may, unless prohibited by law, add a monthly late charge of 1½ percent of the average daily balance or a late charge of \$36, whichever is greater. Company reserves the right to require Customer to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by Company at any time in whole or in part to the outstanding balance. If Customer receives a delivery ticket or service/work order and is billed-on-the-road, Customer agrees to pay within ten days of the delivery or service.

6. Title to Equipment. All Equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of Customer's real property. Customer will not, nor will it allow anyone other than Company, to pump-out or make any adjustments, connections or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions or if Customer experiences any problems with the Equipment. Notwithstanding the foregoing, the propane line running from the tank to the Customer's premises shall become the property of the Customer upon installation and the Customer shall be billed by Company for any necessary repairs or work needed on that line.

7. Access to Equipment. Customer grants the Company the irrevocable right to enter Customer's premises at any time to deliver propane or to install, repair, service or remove any or all of the Equipment, or to perform any other services that the Company deems necessary under this Agreement,

without prior notice, judgment or other process of law. Customer agrees to provide safe, free and unimpeded access to the tank and related Equipment, including, but not limited to, access that is free of ice, snow, water, mud, debris and other hazards, as well as to provide a driveway that is sufficiently sturdy to withstand the weight of a filled propane truck. Customer acknowledges that failure to ensure safe and unimpeded access to the Equipment may cause an interruption in service. The Customer agrees that the Company shall have no obligation to contact Customer to request access to the Equipment, but instead may suspend service until Customer has provided access as required by this Agreement. Customer agrees to promptly surrender the Equipment when the Agreement is terminated for any reason.

8. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, EQUIPMENT OR SERVICE NOW OR HEREAFTER SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE. *to the extent permitted under the constitution*

10. Indemnification. Both Company 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. *and laws of the State of Texas*

11. Termination. Either party may terminate this Agreement at the expiration of the original term, or any anniversary thereof, by giving the other party at least sixty (60) days prior written notice. The Company may terminate this Agreement at any time and without prior notice or take such other action as may be permitted by law if Customer fails to satisfy any of the terms and conditions of this Agreement or if there are safety concerns that cannot be remedied after consultation between the parties. Customer agrees to pay Company's Service Dispatch and Pump-Out Charges at the termination of this Agreement. The charge to remove an underground tank can vary greatly and is affected by the size of the tank, access to the tank, soil conditions and other impediments near or around the tank, among other factors. Customer will be billed on an hourly basis for this work with local labor rates prevailing. The Company will invoice Customer for any third party excavation work performed in conjunction with the removal of the underground tank. The Company may at its option charge Customer for the value of the underground tank in lieu of physically removing the tank from the premises. At the termination of the Agreement, Customer agrees to promptly pay all outstanding installation, propane, rental, late charges and other amounts due to the Company. If the Company files suit against Customer to enforce any of the terms and conditions of this Agreement, or to recover possession of any of its Equipment, Customer shall pay the Company's reasonable costs, including all of the Company's attorneys' fees, to the maximum extent permitted by law. The foregoing shall be in addition to all other remedies that Company shall have either at law or in equity. *PP 9/21/14*

12. Meet Competition Clause. Under all non-fixed pricing agreements, Company has the right, from time to time, to revise the price(s) under this Agreement. If within thirty (30) after the revision the Customer furnishes Company with a bona fide firm written offer from an established propane supplier to sell propane at the designated location in the same quantity under similar terms and conditions at a lower price than Company's revised price, Company may within ten (10) days either meet the lower price or rescind the price change. If Company fails to do so, Customer may, at its option, upon thirty (30) days written notice to Company, cancel and terminate this Agreement. If Company agrees to meet the lower price or revert to its previous price, Company has the right to extend the term of this Agreement until the end of the contract term specified in the firm written offer. If Customer elects to terminate this Agreement, Customer is responsible for all Equipment removal costs and Service Dispatch and Pump-Out Charges.

13. Excused Performance. The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, wars, hostilities, terrorism, compliance with laws or regulations, the Company's inability to obtain propane from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or other similar causes. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

14. Restoration of Property. Customer acknowledges that installing, servicing or removing propane service can result in disruption to the Customer's property and grounds and therefore Customer agrees to be responsible for all of the costs associated with the excavation and removal of equipment. Customer also releases Company from furnishing fill, resurfacing or restoring Customer's premises to its previous condition unless Company has been grossly or intentionally negligent.

15. Assignability. Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign or pledge this Agreement as collateral without notice to or consent of Customer.

16. Training. Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment as to how to safely fill containers, if applicable and use propane or propane equipment. Customer will not allow anyone to handle or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer's employees or agents.

17. Modifying the Agreement. This Agreement is the final understanding between the Company and Customer and may not be modified orally. Any attempt by Customer to enforce a prior representation or warranty, whether it was written or oral shall be null and void. Company reserves the right to change the applicable terms and conditions (other than fees, rates and charges which may be changed without prior notice) at any time by giving Customer thirty (30) days prior written notice of the change. The notice of change may be in the form of a bill insert, email or other written notification. By accepting delivery of propane or by paying any fees, rates, surcharges or other charges after Customer has been given notice of changes, Customer will be deemed to have agreed to the changes.

18. Arbitration & Claims. Aside from credit or collection matters, Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's 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. Neither Customer nor Company 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 Customer and Company 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, you 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 this Agreement) by sending a written notice to Company by certified mail at Box 965, Valley Forge, PA 19482, Attn: General Counsel stating that Customer wishes to opt out of this arbitration provision.

19. Enforceability. If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

20. Notice. Any notice by Customer under this Agreement shall be sent by U.S. mail, postage prepaid, to the Company at the address of the Company shown on invoices received by Customer. Notice to Customer may be in the form of a bill insert, stand-alone mailing, email or other written notification.

21. Waiver. If the Company delays in exercising any of its rights under this Agreement, the Company will not be prevented from exercising its rights at a later date. The Company's waiver of any breach of this Agreement at any time shall not excuse future breaches by Customer.

22. Authority to Sign. The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

23. Survival. All covenants, conditions and indemnification contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

24. Customer-Owned Equipment. For Customer-owned equipment, the following provisions do not apply:

- Paragraph 1, Equipment;
- Meter Service Fee in Paragraph 4.B;
- Pump-Out/Restocking Charge in Paragraph 4.B;
- Paragraph 6, Title to Equipment;
- Paragraphs 7 and 12, Access to Equipment, as it relates to removal of Equipment and related charges only; however, the remaining provisions of these paragraphs apply.

25. Warnings. Customer hereby acknowledges that Customer has read and understands the safety warnings it has received. Customer shall distribute a copy of the safety warnings to anyone who will be handling propane or Equipment. Company's safety warnings are also contained on its website and we strongly advise Customer to regularly visit our website to view those important safety warnings.

If this block is checked, this Propane Supply Agreement and Equipment lease is further subject to the Terms and Conditions set forth in Attachment(s), which is/are attached hereto and made part hereof.

DESCRIPTION OF LEASED EQUIPMENT

Tank/Cylinder: _____

Serial Number: _____

Regulator: _____

Other: _____

CUSTOMER _____

COMPANY: Amerigas Propane

SIGNATURE: _____

COMPANY SIGNATURE: _____
regina.betanecourt@amerigas.com Digitally signed by regina.betanecourt@amerigas.com
 DN: cn=regina.betanecourt@amerigas.com, o=amerigas.com, ou=amerigas.com, email=regina.betanecourt@amerigas.com, c=US

PRINT NAME: _____

TITLE: Sales Manager

DATE: _____

DATE: _____

SAFETY NOTICE

Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Ask for a **Propane Safety Brochure** or MSDS to demonstrate the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:

- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "odor fade" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:

- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soils; or
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

⚠ IF YOU SMELL GAS:

- **Do Not Enter An Area Where You Suspect a Gas Leak**
- **Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.**
- **No Flames or Sparks:** Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- **Leave the Area Immediately:** Get everyone out of the building or area where you suspect gas is leaking.
- **Shut-Off the Gas:** Turn off the main gas supply valve on the propane tank if it is safe to do so. Turn the valve to the right to close.
- **Report the Leak:** From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- **Do Not Return to the Area or Building** until the Company or the local officials who have responded determine it is safe to do so.
- **Get Your System Checked:** Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a leak check.

⚠ RUNNING OUT OF GAS:

DO NOT RUN OUT OF GAS, SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- **A LEAK CHECK IS REQUIRED.**
- **SET-UP REGULAR FORECASTED DELIVERIES.** Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.

⚠ LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.

- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

⚠ IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- **DO NOT** smoke or have any source of ignition in the area before lighting the pilot.
- **IF YOU SMELL GAS, DO NOT LIGHT THE PILOT.** Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musky or damp smells) may make it hard to detect the smell of a propane leak.
- **DO NOT** allow anyone to be in the area where you are lighting the pilot.
- **DO NOT** apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- **DO NOT** attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- **DO NOT** apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- **DO NOT** tamper with or use tools to operate gas controls.

⚠ CARBON MONOXIDE: IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.

⚠ OTHER IMPORTANT SAFETY RULES

- **DO NOT** allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. **DO NOT** use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.

District # _____

Non-Residential Credit Application

Customers may pay in advance until credit is established.

District Location _____ Account Number _____ Date mm/dd/yyyy _____

The undersigned customer hereby makes application for credit or to update and reconfirm an existing account and balance. Customer gives authority to verify the information stated herein. Customer promises to pay all bills and invoices rendered pursuant to credit given by seller in accordance with the terms set forth in the Propane Supply Agreement.

• PLEASE ANSWER ALL QUESTIONS •

Company Name Hidalgo County Precinct 2 Phone (956)787-1891

Address 300 W Hall Acres, Suite G City Pharr State TX Zip 78577

County Hidalgo Email erika.zamora@co.hidalgo.tx.us Inside City Limits Yes No

Type of Business Government Fed. Tax I.D. # 74-6000-717 Years in Business _____

Partnership Proprietorship Incorporated State of Incorporation: _____

Customer's Bank Lone Star National Bank City _____ State _____

Customer Owns Rental Property: No Yes Address of Rental Property: _____

Commercial Credit References

Name Action Hydraulic Hoses City Mission State TX Zip 78572

Phone (956)580-9025 Fax (956)580-4684

Name Anderson Equipment City Pharr State TX Zip 78577

Phone (956) 781-5995 Fax (956)781-5999

Name Border Engine Rebuilders City Mission State TX Zip 78572

Phone (956) 585-4866 Fax (956)581-0413

Principals of Company

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

If Invoices are Paid by Parent Company, Name and Address of Parent Company: _____

Phone _____

People Authorized to Purchase: Armando Pompa, Jorge Hinojosa, Ruben Gonzalez, Armando Salinas

Purchase Orders Required: No Yes Credit Limit Sought: _____

I authorize the potential credit grantor to obtain credit reports and to contact the credit references whom I have identified above for credit references for the purpose of evaluation of credit performance in connection with this application.

Signed by: _____ Title: _____

Print Name: _____ Date: _____

mm/dd/yyyy

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Re: Amerigas Required Documents

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Sep 22, 2016 03:15 PM
Subject : Re: Amerigas Required Documents
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Cc : Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, enriqueta zambrano <enriqueta.zambrano@co.hidalgo.tx.us>

Rudy,

The handwritten revision is acceptable so long as it is signed/initialed by both parties.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

On Thu, Sep 22, 2016 at 2:01 PM, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> wrote:

Josephine,

Can you please advise if her hand written revision is acceptable?

Thank You,

Rudy Salinas

Procurement Manager

Phone: 292-7000 Ext: 4875

From: "Regina Betancourt" <Regina.Betancourt@amerigas.com>

To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>

Sent: Wednesday, September 21, 2016 7:25:33 PM

Subject: RE: Amerigas Required Documents

Rudy,

I think I have completed everything but insurance.

I requested it and should have it tomorrow.

Let me know if you need anything else.

Thank you

AmeriGas Propane

Regina Betancourt

Commercial Account Manager

South Texas and Surrounding areas

Cell [512-332-6165](tel:512-332-6165)

Email Regina.Betancourt@amerigas.com

WWW.AMERIGAS.COM

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]

Sent: Wednesday, September 21, 2016 6:41 PM

To: Betancourt, Regina

Cc: Erika Zamora; Dina Trevino; Enriqueta Zambrano

Subject: Amerigas Required Documents

Regina,

Thanks for taking time to speak with me this morning!

As per our conversation, I'm working on preparing everything necessary to move forward with a Purchase Order. However, I have received a recommendation from our legal department to amend your "Propane Supply Agreement & Equipment Lease" as follows (see highlighted section on attached agreement):

Paragraph 10 on p. 2 (requiring indemnification) - please add the following language..."to the extent permitted under the Constitution and laws of the State of Texas."

I will also need you to fill out our vendor application and will require a W-9 (see attached) so we can proceed to set up a vendor ID for Amerigas as discussed. Since you will be providing delivery to the Precinct's facilities, we will also require a current Certificate of Insurance as outlined on the attached sample. It's recommended that you first provide your W-9 and completed vendor application so I can proceed to set up your vendor account and then when available you can send us your certificate of insurance.

At a later time, we will email you a request to submit a 1295 form and at that time we can assist you with this process.

I know this is a lot of information so please feel free to call me if you have any questions and / or concerns.

Thank you,

Rudy Salinas, Procurement Manager
Hidalgo County Purchasing Department

2808 South Business Highway 281

Edinburg, Texas 78539

Phone: [956-318-2626](tel:956-318-2626) Ext: 4875

Email: rudysalinas1@co.hidalgo.tx.us

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Re: Amerigas Proposal & Agreement

<p>From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us></p> <p>Subject : Re: Amerigas Proposal & Agreement</p> <p>To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us></p> <p>Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, Armando Pompa <armando.pompa@co.hidalgo.tx.us></p>	<p>Wed, Sep 21, 2016 03:01 PM</p> <p> 4 attachments</p>
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Hi Rudy,

I have reviewed the credit app/proposal. There is a concern as noted below: Paragraph 10 on p. 2 (requiring indemnification) - please add the following language..."to the extent permitted under the Constitution and laws of the State of Texas."

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

On Wed, Sep 21, 2016 at 11:47 AM, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> wrote:
Josephine, Good Morning!

I am submitting a Proposal from Amerigas that includes a Propane Agreement & Equipment Lease Agreement and a Non-Residential Credit Application. Pct 2 would like to enter into this agreement for the purchase of propane on a cost plus \$1.00 cost per gallon that would include tank/cylinders, 24 hour service, and delivery.

The vendor has already made some concessions such as the net 30 days for payment.

Please review the agreement and the credit application as to form.

Thank You,

Rudy Salinas

Procurement Manager

Phone: 292-7000 Ext: 4875

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Monday, August 1, 2016 1:34:24 PM
Subject: Re: Amerigas Proposal & Agreement

Good afternoon Rudy,

As discussed, Precinct 2 has been purchasing propane from Rio Propane Vendor#219061, however, recently the vendor informed us that they will no longer be accepting purchase orders and will expect payment upon delivery. This will affect us because we purchase propane for the forklift that we purchased late last year, the paver for road projects, and a the new road sealer we just bought as well. Since this equipment is new we don't have an annual purchase history yet but this year we have encumbered \$500.00 of propane to date. I reached out to Regina Betancourt and she has verified that there will be no fees being charged. We will only be paying for the propane.

In addition she says they can make adjustments to the agreement to allow for payment net 30 days. They will also require that will fill out and sign the credit application.

Should you have any other questions please let me know.

Respectfully,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
 [\(956\) 787-1891 Ext. 2015](tel:9567871891) - Office
erika.zamora@co.hidalgo.tx.us



From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, July 26, 2016 2:01:31 PM
Subject: Re: Amerigas Proposal & Agreement

Erika,

I forgot to ask if the vendor is going to require the Credit Application to be filled out and signed as well?

Thanks,

Rudy Salinas

Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Tuesday, July 26, 2016 1:42:47 PM
Subject: Re: Amerigas Proposal & Agreement

Erika, Good Afternoon!

How have you been purchasing propane up until now? Can you tell me how much you spend annually on propane? What fees will they be charging...delivery, fuel surcharges, environmental, etc.? This information would best guide us in selecting the best procurement method.

Please note that under the T&C's, we cannot support the vendor's requirement of expecting payment upon delivery or services rendered as we have a 30 day policy in which to provide payment. The vendor must be made aware of this and must be able to support their proposal under this and other county terms and conditions. This is of course is still pending legal review of their T&C.

Thank You,

Rudy Salinas

Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>
Sent: Wednesday, June 15, 2016 11:08:26 AM
Subject: Amerigas Proposal & Agreement

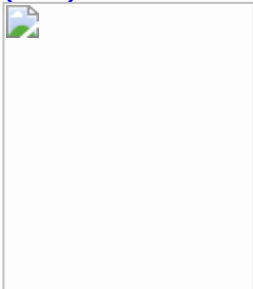
Good morning Rudy,

As discussed on 6/14/16, attached please find the proposal and the agreement submitted by Amerigas for the Company to install equipment and sell us propane supply. Please review and let me know if this is something that we can move forward with.

Thank you,

Erika Zamora

Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
 [\(956\)292-7000 Ext 2015](tel:(956)292-7000) - Office



YouTube.png
3 KB



Twitter.png
32 KB



hike and bike logo.jpg
83 KB



Facebook.png
1 KB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-121720

Date Filed:
 10/10/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Amerigas Propane
 Robstown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

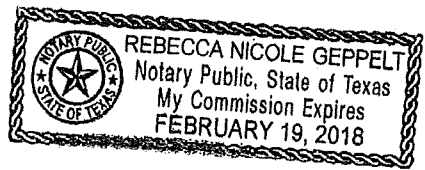
307077
 Propane gas and cylinders

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
regina, betancourt	corpus, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Regina Betancourt
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Regina Betancourt, this the Oct day of 12, 2016, to certify which, witness my hand and seal of office.

Rebecca N. Geppelet
 Signature of officer administering oath

Rebecca N. Geppelet
 Printed name of officer administering oath

Bank officer
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-121720

Date Filed:
10/10/2016

Date Acknowledged:
10/12/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Amerigas Propane
Robstown , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

307077
Propane gas and cylinders

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	regina, betancourt	corpus, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath