

TOTAL COMFORT GAS, INC. CUSTOMER AGREEMENT

This agreement is between Total Comfort Gas, Inc., 400 North U.S. Highway 1, Ormond Beach, Florida 32174, hereinafter referred to as the Company and Qualified Customer of 1111 Anywhere Florida Customer # _____ Telephone _____ hereinafter referred to as the Customer.

In consideration of the mutual covenants and agreements contained in this agreement, the Company and the Customer agree as follows:

1. The Customer requests the installation of the propane storage and related equipment on the following list, and the Customer agrees to pay the Company the charges for the equipment and related services.

DESCRIPTION OF STORAGE & RELATED EQUIPMENT	FACILITY CHARGE	INSTALLATION CHARGES	ANNUAL MINIMUM
40 Gallon LP Water Heater			5 Year contract

Fees, Installation Charges, Etc. Are Not Refundable

2. The term of this agreement will be 5 years from the date on which it is signed by the Customer and year to year thereafter, unless and until terminated as provided herein. Customer will purchase all of the propane from the Company that is required for use at the address in this agreement for the term of this agreement. Only propane sold by the Company shall be used with the above equipment.

3. Customer agrees to pay the Company's rates and charges due under this agreement prevailing at the time of sale established by the Company within 30 days after the billing date at the collection office designated by the Company. The Company may make annual adjustments to the rental on the equipment listed above. If the Customer fails to pay any amount when due, the Company shall add a late charge of 1.5% per month to all past due balances and shall be entitled to recover its reasonable costs of collection, including attorneys fees. If the credit of the Customer shall be deemed unsatisfactory, by the Company for any cause, the Company may require payment in advance before making further shipments.

4. Customer agrees to pay any license, permit or inspection fees or taxes imposed upon the equipment or the transaction agreed to in this agreement. If Customer uses propane for any taxable purposes not requiring collection by the Company, Customer shall report and pay the tax to the taxing authorities. The Company reserves the right to require Customer to post a cash deposit as security for the payment of any sum which may be due under this agreement. This deposit may be applied by the Company at any time in whole or in part to any sums owed by Customer to the Company.

5. All Equipment supplied or installed by the Company which is not specifically sold to Customer, will remain the property of the Company and shall not become a fixture of the Customer's property or a part of the real property. Customer owns all appliances, tubing, piping and fittings not owned by the Company and is solely responsible for their maintenance. Upon request of the Company, Customer shall execute a financing statement in form reasonably satisfactory, to the Company and return it to the Company for filing. Regardless of the ownership of equipment, CUSTOMER WILL NOT MAKE ANY CONNECTIONS OR DISCONNECTIONS TO THE EQUIPMENT UNLESS WRITTEN PERMISSION IS RECEIVED FROM THE COMPANY. Customer will allow the Company free access to the property where the equipment is to be located at all times to install service or remove the equipment.

6. THERE IS NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE OR EQUIPMENT NOW OR HEREAFTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR AN INTENDED PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION DAMAGES.

7. The 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, will be adjusted to those that are currently being charged for the equipment which is substituted. The Customer authorizes the Company, at its discretion, to temporarily remove its equipment during periods of non-usage by the Customer, in which event the rental charges, if any, will be suspended.

Customer agrees to 5 yr LP Gas Contract @ water heater customer price. Water heater will remain property of Total Comfort Gas, Inc until terms of contract are fulfilled at which time title to water heater will transfer to homeowner. Sale of home requires new homeowner to honor contract.

The following is part of this agreement:

8. The Company is not responsible for furnishing fill, resurfacing or restoring Customer's premises to its previous condition when any equipment is removed by the Company.

9. Either party may terminate this agreement at the expiration of the Original or extended term by giving the other party 30 days' advance written notice. Either party may terminate this agreement if the other party fails to satisfy any of the terms and conditions or this agreement. The Company may terminate this agreement immediately if:

- a. The Customer fails to purchase the annual minimum set forth above; or
- b. The Customer fails to pay the Company amounts due under this agreement; or
- c. The Customer removes or tampers with the equipment installed by the Company.

As any loss arising from a breach of this contract by Customer would be difficult to determine, it is agreed that in addition to any other remedies hereunder, liquidated damages for any breach of performance will be the dollar amount set forth above or the Company's lost profit margin for the annual minimum gallonage. This amount is due and payable immediately at the time of breach, plus interest, and if necessary, costs of collection to the maximum extent permitted by law.

10. Customer will promptly surrender to the Company all of the Company's equipment in the Customer's possession when this agreement is terminated for any reason. The Company reserves the right to charge a restocking charge for picking up the equipment and propane.

11. If the Company or Customer delays exercising any of its rights under this agreement, that party will not be prevented from exercising such rights at a later date. If the Company or the Customer waives any breach of this agreement, that party will not be prevented from enforcing its rights under this agreement as though no waiver had occurred. The Company is not liable for any loss sustained by the Customer as a result of the temporary exhaustion of the Customer's supply of propane, nor for any injuries to persons or property arising out of the storage or use of propane, or the use, operation and maintenance or repair of any equipment or appliance storing or utilizing propane.

12. 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, fire, storms, floods, wars, compliance with laws or regulations, or the Company's inability to obtain propane from its customary suppliers. The Company may sell, transfer or assign this agreement without Customer's consent provided the agreement remains in full force and effect as between the Customer and the person replacing the Company.

13. This agreement is the final understanding between the Company and the Customer and there are no prior representations or warranties. If any part of this agreement is adjudged invalid or unenforceable, the remainder of this agreement will continue to be valid and enforceable. This agreement may be modified or amended only in writing signed by both the Company and Customer.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the _____ day of _____, 19____

Customer
By: _____

Total Comfort Gas, Inc.
By: _____