



W.C. Esp New Customers Underground Tank Agreement

W.C. ESP takes their tank maintenance very seriously. This is for the protection of the homeowner, the fuel company and the environment.

From the time the tanks go into the ground, natural reactions cause it to begin the corrosion process. In order to continue to keep the tank in the ground without damage, maintenance is required.

An anode bag, which protects the tank from deteriorating, doesn't last forever. Dirt and debris accumulating inside a storage tank will clog any drainage path. Water buildup inside tanks that are not cleared regularly, and soil conditions surrounding the tank can weaken the integrity of anode bags.

Older tanks placed in the field prior to the new regulations do not have an anode bag. Some, after decades of use, may be deemed "out of service," and many of these do not have the data plate that provides information about the tank origin.

All new underground customer-owned equipment must have a data plate. If one is not present, the tank will be deemed out of service and unfillable by W.C. Esp.

Inspections of all underground new customer storage tanks include:

- Tank and anode bag, if present
- Regulators
- Gas lines
- Data plate
- Leak test

If regulator is out of date, we will install a new regulator with a presto tap. (1st Stage only).

If the underground tank is full of debris, we will remove it to allow for accumulated water to drain properly, especially in winter months when water freezes in the tank and makes it difficult to fill or turn off the service valve in an emergency. Our services also include exposure of the data plate.

All inspections and services performed will have a Service Fee, based on the condition of equipment.

- Picture of data plate will be taken and a copy provided to customer.
- Customers must be present for all the above tank inspections

Thank you,
Propane Management Safety Compliance Division

Tank Address: _____
Street Address

City State ZIP

Tank Owner: _____ Date: _____

Email: _____

Terms and Conditions

1. Customer must provide easy access to tank and equipment. Customer agrees to indemnify and hold harmless from and against any and all claims of damage to property connected with the delivery of the fuel. Customer acknowledges that customer owned driveways and parking areas are capable of withstanding the weight of an LP/fuel delivery truck. Any damage to same is the customer's responsibility in its entirety.
2. Neither party hereto shall be liable to the other for any failure to perform any provision or obligation of this contract (except customer's obligation to pay for fuel delivered) if such failure is caused by or results directly or indirectly from any act of God; federal, state or municipal order, legislation or regulation; fires; floods; storms; strikes; war; accidents; interruption to or discontinuance of production; railroad embargoes; breakdown or failure of transportation; preemption by any governmental agency of the products covered hereby or the facilities of either party hereto; or any other cause beyond the control of the party failing to perform.
3. COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY DUE TO COMPANY'S INABILITY TO DELIVER FUEL.
4. Company may distribute its available supply of liquefied petroleum gas to a given location or in a stated area among its customers in such reasonable manner as it may determine.
5. Customer hereby authorizes Company to fill tank when Customer is not at home and to provide regular delivery service until such time as Company is notified in writing.
6. This agreement contains the entire contract between the parties as to equipment, service and delivery and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the Customer and accepted by the Company. Any waiver of any of the terms or conditions of this agreement shall not be deemed to be a continuing waiver of such terms or conditions or a waiver of any other terms or condition hereof.

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