



Water Heater Rebate Agreement

This Residential Water Heater Purchase/rebate agreement made the 24th day of December 2024 between G&B OIL COMPANY Inc., dba G&B Energy/Appalachian Energy and David McMurray (customer) is defined as follows:

- 1. G&B Oil Company agrees to provide the following water heater unit to be installed on Customer’s premises:

Manufacturer: Rinnai
Serial Number: SD.BA-048593
Model Number: RX160IN
With an instant rebate of \$200.00

provided customer shall continually use such appliance, and purchase their complete propane requirements from G&B OIL COMPANY. Customers, including customers that own their propane tank, must remain on the Autofill Program with a charge account in good standing for the duration of this contract. G&B agrees to remove and change out Customer’s existing non-propane unit, and to install on Customer’s premises, the above-mentioned L.P. Gas water heater. Customer shall be solely responsible for the costs of such removal/ installation at G&B’s usual rates. Also, it’s the sole responsibility of the customer to provide preventive and remedial maintenance for the propane water heater in conformance with the manufacturer’s instructions and warranties.

- 2. The agreement shall remain in effect for five (5) years from the installation date so long as the water heater remains operable as installed by G&B. However, this agreement may immediately be terminated by either party by written notice should there be a material default of the agreement. Material default shall include, but shall not be limited to failure of Customer to purchase all of their propane requirements from G&B, or failure of customer to regularly use the propane water heater during the term of the agreement.
- 3. Should this Agreement be terminated by either party for any reason during the five (5) year term, including removal from AutoFill Program or should Customer move from the premises, Customer agrees to reimburse G&B for the cost of the water heater in accordance with the schedule below:

months	0 - 12	\$ <u>200.00</u>
months	13 – 24	\$ <u>160.00</u>
months	25 – 36	\$ <u>120.00</u>
months	37 – 48	\$ <u>80.00</u>
months	49 – 60	\$ <u>40.00</u>
Over 60 months		\$ <u>00.00</u>

- 4. Upon termination of contract by payment or by five (5) year agreement completion, title and risk of loss to the water heater shall transfer to Customer, who shall thereafter indemnify and hold G&B harmless from all further liabilities associated with such water heater. Customer understands and agrees that such transfer shall be made “AS IS”, without any express or implied warranty or representation as to the condition or operability of such water heater, and G&B disclaims any implied warranties of merchantability or fitness for any particular purpose. Premature termination of agreement without customer payment may result in water heater repossession. G&B shall not be required to obtain judicial order or authorization to effectuate such re-taking.

AGREED and ACCEPTED:

CUSTOMER

G&B OIL COMPANY

By: _____
Date: _____
Acc No. 621476.1

By: Mike Harsey
Title: Branch Manager
Date: 12.24.2024

To be completed by Owner if Customer is a Tenant

I am the legal owner of the premises described in the Agreement and occupied by Customer. I have read the contents of the Agreement and hereby consent to the installation of the water heater described above and to the terms of the Agreement, including the provisions addressing removal upon any termination of Agreement.

_____ **Property Owner**