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**AdvantagePropaneNJ.com**

## Disclosure of Customer Rights And Company Policies

### Qualifications

Customers have the right to know that the firm delivering propane or providing propane service is qualified. Advantage Propane LLC is licensed by the State of New Jersey to perform propane delivery and service; our license number is LPG-082.

### Terms of Service

Customers have the right to know about any special conditions of service that would be applied to them by their propane supplier. Advantage Propane will provide service subject to the following conditions:

1. Advantage Propane requires a signed "Sales Agreement and Authorization for Credit Check" from all prospective customers.
2. Advantage Propane reserves the right to require payment at the time of delivery (Cash on Delivery or COD) for customers who do not meet credit requirements. COD customers may pay by the following means: Cash, Certified Check, Personal Check or Credit Card.
3. For non-COD deliveries and service work, Advantage Propane requires payment in full within fifteen (15) days of delivery or work performed. Late payments are subject to finance charges of 1.5% monthly as outlined in the customer Sales Agreement.
4. Advantage Propane has the following delivery methods:
  - a. Automatic Delivery (we schedule your delivery). The overwhelming majority of Advantage Propane customers are on our automatic delivery program. Deliveries are made according to a schedule determined by weather (degree days), calendar calculations, remote tank monitors and/or past appliance usage.
  - b. Will Call (Customer Requested Delivery). The customer is responsible for monitoring the level of propane in their tank; deliveries are made solely when the customer contacts us to request it. Advantage Propane must be notified five (5) business days prior to the desired delivery date. There is a minimum delivery amount determined by the size of the propane storage tank at the customer's location. Deliveries below this minimum number of gallons may be subject to a surcharge. If a customer runs out of gas, the system must be leak-checked prior to resuming service and may incur a service fee. Additional details are contained in the customer Sales Agreement or may be presented in other written communications.

### Pricing Structure

Customers have the right to a written or verbal price quote upon request. Advantage Propane bases its price of propane on the following factors:

- Estimated annual usage: lower rates may apply to customers that use more propane.
- Time of year: lower rates may apply for off-season deliveries.

- Delivery day/time: higher rates may apply to deliveries made outside of normal business hours (typically Monday through Friday 8:00am–4:00pm), on holidays, or on weekends.
- Number of locations: lower rates may apply for customers with multiple accounts.
- Customer location: higher rates may apply for locations requiring additional travel time.
- Other circumstances including but not limited to: propane availability, weather conditions, etc.

### **Pricing Policy**

Customers have the right to a price quote in a format which allows for comparison shopping. Advantage Propane charges for propane based on gallons or cylinder size, and will convert that pricing into a dollar per gallon equivalent for comparison purposes. The price of propane, like any commodity, changes over time. This will affect your bill as the price fluctuates. Advantage Propane's pricing policies will determine how often your bill is adjusted to account for changes in the cost of propane. We offer the following pricing options:

- Budget Pricing: payments for the year are divided into a fixed monthly amount based on projected usage over a number of months. The balance will be reconciled periodically and the monthly payment amount may be adjusted during the plan based on actual consumption and/or market conditions.
- Fixed Pricing: the price per gallon is locked-in for a specified time period.
- Market Pricing (which may also be referred to as Terminal or Pipeline pricing): this price is based on an amount above the wholesale price for a specified wholesaler, terminal or pipeline. As the wholesale reference price changes so will your price.
- Special Pricing: pricing presented in a customer proposal and/or specified in the customer Sales Agreement.

### **Equipment Fees**

Customers have the right to either lease equipment from Advantage Propane or use their own equipment. Advantage Propane may charge the following equipment related fees:

- Fee for the installation of tanks associated with a new service or the replacement/relocation of tanks associated with an existing service.
- Fee for the rental of storage tanks and regulators when using Advantage Propane's equipment. The cost of routine inspections and maintenance of the rented equipment is covered under this fee.
- There may be a fee for some types of repairs to Advantage Propane's equipment. This would include repairs of damage directly caused by others (i.e. the customer, visitors to the property, landscapers, contractors, vandals, etc.).
- Fee for the removal, disconnection, retrieval or pump-out of company-owned tanks and equipment.
- Fee for the re-connection of company-owned equipment after a suspension due to non-payment or customer agreement default.
- Fee for inspecting and/or servicing tanks and regulators when customer-owned equipment is used. The fee may be applied prior to initial delivery, on an annual basis or when making changes to or repairs of customer owned equipment.
- Fee for leak-checking the system:
  - Company-Owned Equipment: after an "out of gas" situation caused by non-payment or failure to order a timely delivery when on a Will Call delivery schedule.
  - Customer-Owned Equipment: first delivery to a new customer, changes to an existing installation, after an "out of gas" situation caused by non-payment or failure to order a timely delivery when on a Will Call delivery schedule.
- Fee for service shut-off due to unsafe conditions (e.g. having an improperly vented heater or appliance, piping not up to code, etc.).

*Note: Fees for service work are based on the specifics of the particular job to be performed. As such, prices are estimated on a case-by-case basis.*

## Change of Supplier

Customers have the right to change suppliers if they are dissatisfied with the price or service offered. Discontinuance of service is subject to the terms contained in the customer Sales Agreement. The following conditions will apply to a discontinuance of service:

- Advantage Propane will remove its container within thirty (30) days of written notification by the customer who is discontinuing service.
- Advantage Propane will notify you of the removal date and approximate time, at least one day prior to removal.
- Advantage Propane may charge for the removal of the container, processing the credit for any returned gas and closing the account as outlined in the customer Sales Agreement and schedule of posted fees.
- Advantage Propane will credit the customer for any propane remaining in the container at the time of removal (you are permitted to be present when the remaining volume is removed or the tank is gauged).

*Note: At one or two-family residential properties, a new supplier may disconnect and move containers owned by others; however, the new supplier may not fill a container owned by another propane marketer. At other larger (commercial) properties, the new supplier may not remove, connect, disconnect, fill or refill any propane container without written permission from the owner of that container.*

## Disconnection

Customers have the right to be notified seven (7) days prior to the disconnection of service for non-payment.

## Complaints

The Liquefied Petroleum Gas Board regulates the licensing of propane marketers as well as enforcing safety regulations on LP-Gas systems. The LP-Gas Board DOES NOT regulate pricing. If you are dissatisfied with the price your supplier is charging, you have the right to contact them to discuss it or to change suppliers in accordance with the terms of your current customer Sales Agreement.

1. Complaints or questions should first be brought to the attention of your current supplier.
2. If you are not satisfied with your supplier's response and wish to pursue a complaint, contact the NJ Department of Community Affairs at (609) 633-6835 or by email at [LPGas@dca.state.nj.us](mailto:LPGas@dca.state.nj.us). Complaints by phone should be made Monday through Friday from 8:30am to 4:30pm.

## Key Questions Consumers Should Ask When Changing Suppliers

Because rates and policies differ among propane marketers, first time customers or customers considering moving to a new supplier should be informed enough to ask a few key questions:

- Does the marketer have a current, valid license issued by the New Jersey Department of Community Affairs? The list of licensed marketers is available on the Department's website at [www.state.nj.us/dca](http://www.state.nj.us/dca) or by calling (609) 633-6835.
- Is there a written description of services that will be provided?
- Is there a charge to install the container and/or related equipment necessary to establish service?
- What is the most economical method of purchasing propane?
- Do you have to call when you need propane or will the marketer schedule your deliveries?
- How often will you receive a delivery? What days are deliveries made? Are deliveries made on weekends or holidays?
- How much will it cost to receive a delivery outside of the normal schedule?
- Is the price based on annual usage, the area you live in, the quantity per delivery or other criteria?
- How soon after a delivery is made do you have to pay your bill?
- Is there a penalty for a late payment?
- What is the marketer's policy if you need fuel in the winter but you still have an outstanding bill?
- Does the marketer offer any discounts that apply to you?
- Does the marketer have an equal payment (budget) plan?
- Does the marketer install and/or service LP-Gas appliances?
- Does the marketer have a website address?

Be sure to address any other concerns you may have which are not listed above?

### **Energy Assistance**

The following agency has programs available to assist low-income households with their energy bills. For more information, please contact LIHEAP (the Low Income Home Energy Assistance Program) at (800) 510-3102.

### **Safety Recommendations**

- LP-Gas is a safe and efficient fuel source when handled properly. All Advantage Propane installations and services are performed in conformance with national, state and local codes/regulations.
- Ask your supplier what procedures they have in place to ensure the safety and integrity of the system which serves you. One such safety program is the GAS Check Program, a voluntary program developed by the National Propane Gas Association. Information on this program is available from your supplier or on the National Propane Gas Association website at [www.npga.org](http://www.npga.org) or by calling (202) 466-7200.
- Follow all manufacturers' instructions for the proper use and care of your LP-Gas appliances.
- NEVER attempt to repair or alter an LP-Gas appliance. Contact your supplier or a licensed service representative for assistance.
- An odorant has been added to your LP-Gas so you can detect it if your system develops a leak. [Learn what LP-Gas smells like](#). Your supplier has scratch-and-sniff pamphlets to help you and your family recognize its distinctive odor.
- [Consider Installing Gas Leak Detectors](#). Propane gas detectors are designed to sound an alarm if they identify the presence of propane and can provide an additional measure of safety. It is highly recommended you consider installing one or more propane gas detectors, especially if you or others in your location have difficulty smelling propane or if your propane appliance is in a little used area where the smell might not be detected.
- Keep areas around LP-Gas appliances clean and clear of combustibles.
- You, as the customer, are required to maintain clear access to your LP-Gas container at all times.
- [Learn how to turn off your gas supply](#). Some gas valves require the use of a wrench to operate them. Ask your supplier for assistance if you do not know how to turn off your gas supply.
- Check [www.propanesafety.com](http://www.propanesafety.com), [www.npga.org](http://www.npga.org), your supplier's website or call your supplier for additional safety information.
- Ask your supplier whether all installations and services provided are in conformance with New Jersey Department of Community Affairs regulations.
- If you find an underground container dome or any other LP-Gas container completely submerged in water, turn off the container supply valve and notify your supplier.
- Keep underground container domes clear when it snows in case a delivery is needed.
- Notify your supplier prior to the installation of air conditioning or making any modifications to your home that are within ten (10) feet of the container.
- Know where LP-Gas lines are located so you won't accidentally damage them when digging or working in the yard. If you have questions about this, contact your supplier.

### **If You Smell Gas**

1. Immediately put out any smoking materials and other open flames. Exit the building/area where you suspect gas is leaking without using the telephone/cell phone, operating any electrical switches, lighting, appliances or any other device that is a source of ignition. Leave the area immediately along with anyone else that may be in the building or area of the gas leak.
2. If possible and safe, turn off the flow of gas at the container or meter.
3. Call 911 from a neighbor's home and then call your supplier.
4. Do not re-enter the building until the emergency responder tells you it is safe to do so.

Your supplier is required to respond in case of an emergency.