

DEPOT ENERGY

HOME HEATING OIL

59 Route 125 Kingston, NH 03848 Phone: 603-642-4444

Customer Self Certification

Customer Name: _____ Phone #: _____

Delivery Address: _____

Customer Responsibilities:

1. All heating equipment, oil storage tanks, piping and oil lines are owned and maintained by you or the property owner. Responsibility for said equipment and its maintenance is the sole responsibility of its owner. We accept NO RESPONSIBILITY for any actions that are required to be taken because of leaks, overfills or spills **caused by the malfunction/defect of your equipment**, these are the sole responsibility of the customer. You acknowledge that you possess the proper permits/approvals for the oil storage tank to which we are delivering oil.
2. If you have more than one oil storage tank on your property, it is your responsibility to notify us in writing of the multiple tanks. You can use the property notes section located on the back side of this form to give us this information. You must also clearly label the tank you are designating for delivery on the site. We are not responsible for deliveries to an incorrect tank if the previous stated steps were not taken by you.
3. We require that all oil storage tanks have a **working vent alarm/whistle** for over fill protection. This equipment and its installation are the responsibility of the customer.
4. We accept no responsibility or liability for anything that may result from heating failure, no matter the cause.
5. You must have a clear path to your oil fill to receive your delivery, this includes snow removal.
6. We reserve the right to refuse service at any time if we feel the property or equipment is unsafe.

Initials: _____

LIMITATION OF LIABILITY:

You hereby assume liability for and release us from any liability and agree to indemnify and hold us and our representatives, agents and contractors harmless from and against any and all liabilities, claims, damages, costs and expenses of any kind or nature, including arising from or in connection with the delivery, storage or use of the heating oil delivered in connection with the before mentioned customer responsibilities.

DEPOT ENERGY LLC AND ITS REPRESENTATIVES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH ALLEGED DAMAGES ARE BASED ON TORT, CONTRACT, WARRANTY, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS LIMITATION OF LIABILITY AND ANY OTHER PROVISION OR DOCUMENTS, THIS PROVISION SHALL PREVAIL.

Waiver of Subrogation:

We each agree to waive any and all rights of subrogation and/or recovery, against each other and each other's insurance company, to claim any loss or damage resulting from delivery of oil under the terms of this agreement to the extent such loss or damage is covered by each of our own insurance.

Property Notes: _____

Customer Signature: _____ **Date:** _____

- Return Options:
-Return to delivery driver
-Drop off at our office
-Fax to: 603-642-4191 (Be sure to include both pages)
-E-mail to: depotenergy@gmail.com (Be sure to include both pages)