

**LP GAS SERVICE AND EQUIPMENT RENTAL AGREEMENT**  
 COMPANY ARROWHEAD LP GAS

No. \_\_\_\_\_

THIS AGREEMENT entered into on the date set forth herein by and between the designated Company (hereinafter referred to as "COMPANY") and the designated firm or individual (hereinafter referred to as "CUSTOMER"):

CUSTOMER NAME _____ MAILING ADDRESS _____ STREET/BOX NO. _____ TELEPHONE _____ CITY _____ STATE _____ ZIP CODE _____ SERVICE LOCATION _____ STREET _____ CITY _____ STATE _____ ZIP CODE _____	CUSTOMER NUMBER □ □ □ □ □ □ □ □ REASON FOR AGREEMENT <input type="checkbox"/> NEW CUSTOMER <input type="checkbox"/> EXISTING CUSTOMER  <input type="checkbox"/> ADD TANK METER EQUIPMENT <input type="checkbox"/> CHANGE TANK METER EQUIPMENT <input type="checkbox"/> CHANGE IN RENTAL DATA ONLY <input type="checkbox"/> FROM BULK TO METER SERVICE _____ GALS TO CONS. FUEL <input type="checkbox"/> FROM METERED TO BULK SERVICE _____ GALS TO CONS. FUEL																								
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<b>BILLING, RENTAL AND EQUIPMENT VALUE DATA</b>	THE FIRST YEAR'S TANK RENT IS NON-REFUNDABLE THIS AGREEMENT GOES IN EFFECT ON _____. THE FIRST RENTAL PAYMENT OF _____ IS DUE AT _____. RENTAL PAYMENT OF _____ IS DUE IN ADVANCE OF EACH RENTAL PERIOD THEREAFTER. RENTAL PERIOD: MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/> INSTALLATION CHARGE: <input type="checkbox"/> INVOICE NO. _____ \$ _____ RELOCATION CHARGE: <input type="checkbox"/> INVOICE NO. _____ \$ _____ REFUNDABLE DEPOSIT: <input type="checkbox"/> RECEIPT NO. _____ \$ _____ OTHER CHARGES: <input type="checkbox"/> RECEIPT NO. _____ \$ _____ COMPANY OWNED EQUIPMENT VALUE: \$ _____																
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IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE DATA SET FORTH ABOVE AND THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS FORM CONSTITUTE THE GAS SERVICE AND/OR RENTAL AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT IS CONFIDENTIAL AND IS NOT TO BE COMMUNICATED TO ANY THIRD PARTY. CUSTOMER SPECIFICALLY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND BY THIS EXECUTION, ACCEPTS THE TERMS AND PROVISIONS SET FORTH ON BOTH SIDES HEREOF.

COMPANY _____	DATED: _____
CUSTOMER _____	DATED: _____

## TERMS AND CONDITIONS

### 1. DELIVERY OF LEASED EQUIPMENT: TITLE.

The liquefied petroleum gas storage tanks, appliances, meters and/or other LP Gas equipment described on the reverse side hereof is owned by COMPANY and has been, or hereafter shall be, delivered into the possession and control of CUSTOMER at CUSTOMER's given address. Such personal property is delivered to CUSTOMER by COMPANY for the term, and upon the terms and conditions hereinafter described. Unless and until CUSTOMER shall have paid COMPANY the agreed valuation set forth on the reverse side hereof, in cash, in full, it is understood and agreed that title to the leased equipment shall at all times remain in COMPANY, and CUSTOMER's interest in such property is limited to mean possession as a lessee or bailee subject to the terms of this agreement. CUSTOMER undertakes and agrees not to take any action, which would have the effect of concealing the fact of COMPANY's title to such equipment and covenants to confirm the fact of COMPANY's unconditional title to such equipment to all third parties.

### 2. TERM.

It is understood and agreed between the PARTIES hereto that CUSTOMER may remain in possession and control of the leased equipment for so long a CUSTOMER is not in breach of or default under this agreement and that this agreement may be terminated by COMPANY at any time, upon the ground of CUSTOMER's breach of or default in performance of the terms and conditions of this agreement and COMPANY may retake possession of the leased equipment without prior written notice to CUSTOMER. Notwithstanding, anything foregoing to the contrary, either party may terminate this agreement at any time upon thirty (30) days written notice to the other and CUSTOMER will surrender the leased equipment to COMPANY in a condition substantially equal to that at the time of delivery to CUSTOMER subject to normal wear and tear and the elements. Any such termination by CUSTOMER shall in no way limit the CUSTOMER's accrued obligation(s) to pay any and all moneys due hereunder or limit the amount of any damage to the leased equipment occurring during CUSTOMER's possession and control thereof and without any fault on the part of COMPANY.

### 3. LOCATION AND USE OF EQUIPMENT.

CUSTOMER undertakes and agrees not to move the leased equipment from the position of delivery and installation, in the case of stationary equipment. In the case of mobile equipment, CUSTOMER agrees to keep the leased equipment garaged or maintained at CUSTOMER's specific address when not in mobile use, and to obtain the written consent of COMPANY if such equipment is to be located elsewhere on a regular basis. CUSTOMER is to use COMPANY owned equipment for the storage of COMPANY's liquefied petroleum gas only.

### 4. RENTAL PAYMENTS AND CHARGES.

CUSTOMER agrees to pay COMPANY rental for the leased equipment in the amount of and at intervals specified on the reverse side hereof. Specified rental or deposits shall be paid by customer in advance. Notwithstanding anything foregoing to the contrary, the amount of rental to be paid by CUSTOMER and the intervals of payment may be changed from time to time upon notice to CUSTOMER from COMPANY. CUSTOMER shall pay upon invoice all applicable service, installation and other charges as specified from time-to-time, including but not limited to charges for liquefied petroleum gas delivered to CUSTOMER (including deliveries made into CUSTOMER owned storage or equipment). CUSTOMER agrees to pay to the Assessor or to COMPANY the amount of any and all personal property taxes assessed against CUSTOMER or COMPANY in connection with the ownership or possession of the leased equipment.

### 5. DEFAULT.

In the event of a breach of or default in performance of any of the terms and conditions of this agreement or failure to make any payments due hereunder by CUSTOMER, it is understood that COMPANY shall have the right to any action or remedy provided by law as well as any action or remedy as set forth herein. The venue for any action which may be brought by either party to enforce the terms and provisions of this agreement shall be the court having jurisdiction of the subject matter in the community where the leased equipment is located at the time of the controversy.

A waiver by COMPANY of any breach or non-performance by CUSTOMER hereunder will not be considered as a waiver of any other or further breach or non-performance. In the event it is necessary to bring an action to enforce the terms and conditions of the agreement or any payments hereunder, the prevailing party shall be paid its costs of each action and reasonable attorney fees by the other.

### 6. LOSS OF OR DAMAGE TO LEASED EQUIPMENT.

By the execution of this agreement and the acceptance of delivery and installation of the leased equipment, CUSTOMER covenants and agrees to assume full responsibility for the protection and safekeeping of the leased equipment until redelivered to COMPANY or for COMPANY'S account at COMPANY'S request. CUSTOMER covenants to pay to COMPANY the valuation specified by COMPANY in the event of the loss or total destruction of the leased equipment through no fault of COMPANY, or upon the occasion of CUSTOMER'S inability to surrender up such equipment upon any termination of this agreement. CUSTOMER Likewise covenants and agrees to reimburse COMPANY in the amount of any repairable damage to leased equipment in CUSTOMER's possession where occasioned through no fault of COMPANY.

### 7. SERVICE, MAINTENANCE AND ALTERATION.

CUSTOMER covenants and agrees not to disturb or tamper with leased equipment following its installation by COMPANY and during the continued term of this agreement, CUSTOMER's activity being limited to the normal use and enjoyment of the leased equipment and not to service or repairs thereto. In the event of the nonfunction or malfunction of the leased equipment or any portion thereof, CUSTOMER agrees to notify COMPANY at COMPANY's nearest office immediately and state the nature of the nonfunction or malfunction and request service in such connection. CUSTOMER agrees to prohibit and retrain all third parties from interfering or tampering with the leased equipment in any manner, or disconnection the same, except in case of emergency when circumstances dictate that the gas supply from the leased equipment be turned off. COMPANY reserves the right to alter or change the size of the leased equipment from time-to-time when it is found necessary to do so to fit CUSTOMER's consumption rate or delivery schedules of COMPANY.

### 8. INDEMNIFICATION.

CUSTOMER hereby undertakes and agrees to indemnify and hold COMPANY harmless from and against any and all claims, liabilities, damages and expenses directly arising out of or in connection with CUSTOMER's possession and control, storage, use or handling of the leased equipment at any time during the term of this lease and prior to redelivery to COMPANY, unless such claims, liabilities, damages or expenses are directly caused by negligent omissions or commissions of COMPANY or COMPANY' agents or employees. In the event of any claim or suit naming COMPANY and arising out of CUSTOMER's possession and control, storage, use or handling of the leased equipment during the term of this agreement, CUSTOMER agrees to undertake defense of the claim or action on behalf of COMPANY or to reimburse COMPANY in the amount of legal costs and reasonable attorney fees.

### 9. FORCE MAJEURE.

Neither party shall be liable in damages or otherwise to the other for any failure to perform hereunder when performance is prevented, delayed or otherwise affected by or in connection with any embargo, order, requisition or request of any government or acting authority, Act of God, fire explosion, strike, industrial disturbance, accident, war, failure, loss or impairment of COMPANY's supplies at the shipping point designated herein. Notwithstanding the obligations of this contract, 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 and COMPANY may similarly pass on cost increases received from its suppliers to CUSTOMER.

### 10. ASSIGNMENT

CUSTOMER shall not sublease any of the equipment leased to CUSTOMER hereby and shall not assign or transfer this agreement and the terms and conditions hereof without the prior written consent of COMPANY.