

## AMICALOLA PROPANE EQUIPMENT RENT AND GAS SALE AGREEMENT

NAME OF CUSTOMER \_\_\_\_\_ CUSTOMER NO. \_\_\_\_\_

INSTALLATION ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PROPERTY OWNER'S NAME \_\_\_\_\_

PROPERTY OWNER'S MAILING ADDRESS \_\_\_\_\_

Customer requests Amicalola Propane, hereinafter called the Company to provide LP gas and service at the address indicated above and provide for use, at this address, the following equipment:

Tank (make) \_\_\_\_\_ Size (in Gallons) \_\_\_\_\_ Serial No. \_\_\_\_\_

Meter (make) \_\_\_\_\_ Reading at installation \_\_\_\_\_ Serial No. \_\_\_\_\_

Other Equipment \_\_\_\_\_

for use with the Company's LP gas products only. The Customer and the Company agree that the value of the above described equipment is \$ \_\_\_\_\_  
PART B - "ADDITIONAL TERMS," on reverse side, and Part A, below are a part of this agreement.

**BULK SERVICE** PART A—BULK SERVICE. Mark "X" in box if this agreement is for bulk service.

COMPLETE EITHER OPTION 1 OR 2

**OPTION 1:** Customer rents the bulk tank and related equipment for a minimum of one year from the date of this Agreement, and from YEAR TO YEAR THEREAFTER OR UNTIL THIS Agreement is terminated in accord with its termination provisions. The annual rent shall be \$ \_\_\_\_\_, and is due now and payable each year annually in advance of the anniversary date of this Agreement. Company may change the amount of the annual rental charge by written notice to Customer at least 30 days before any anniversary date. If the Customer voluntarily terminates this Agreement rentals paid will not be refunded but may be credited to Customer at another location as provided under "ADDITIONAL TERMS." (See Page 2 for additional terms.)

**OPTION 2:** Customer will rent the bulk tank and related equipment for a one time rental payment for as long as Customer desires to use it and is in compliance with the provisions of the Agreement. The one time rental payment of \$ \_\_\_\_\_ is due and payable now. The following provisions apply to either of the above bulk system installation options, 1 or 2.

1. Customer agrees to purchase in the 12 month period following the date of this agreement, and annually thereafter, LP gas volumes equal to at least two times the water capacity of the bulk gas tank covered by this Agreement. If the Customer fails to purchase an amount equal to two times the water capacity of the tank, the Company has the option of terminating this Agreement or adjusting the rental amounts in option 1 & 2 above.
2. Customer will pay the Company's current LP gas price in cash at the time of delivery or in accordance with such credit terms as shall have been extended to Customer by the Company by separate agreement.
3. Neither Customer nor the property owner will cause or allow gas to be delivered into the Company's equipment covered by this Agreement by anyone other than the Company.
4. The Company may make LP gas deliveries into the equipment whether or not Customer is then present, and Customer agrees to pay for such deliveries, even though the delivery ticket has not been signed by (or for) the Customer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Street or P.O. Box No.)

\_\_\_\_\_  
Customer (Print)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Customer

By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Property Owner)

**SEE BACK FOR ADDITIONAL TERMS AND IMPORTANT SAFETY INFORMATION**

## ADDITIONAL TERMS

Part B - The following terms shall be a part of this Agreement in addition to Part A, which has been agreed upon by the Customer and the Company.

1. Customer's payments under this Agreement do not include charges for installation, connection or disconnection of the rental tank and equipment. In addition to the price of gas and the rental charge for the tank, there will be a charge for labor and materials for tank and equipment installation.

2. Customer and property owner agree that Company's representatives may enter upon the property owner's premises for the purpose of making deliveries of LP gas, for access to equipment into which the gas is to be delivered, for removal of the Company's property, in the event of default or termination of this Agreement, and for any other purpose related to this Agreement.

3. Customer will pay all taxes, including personal property taxes, attributable to the gas and equipment during the period of this Agreement, and pay for all loss or damage to, LP gas or equipment owned by the Company, except for damage to the leased equipment resulting from ordinary wear and use. The cost of maintenance and repair required by ordinary wear and use will be borne by the Company, subject to notice by customer of need for the same.

4. The Company's LP gas equipment is not to be moved, handled or tampered with in any manner by anyone not authorized by the Company. The Company must be called if maintenance or repair are necessary.

5. The Company is not responsible for damage caused by the LP gas or equipment including bulk storage tanks and regulators, as a result of conditions beyond Company control. The Company is not responsible for failure to deliver gas in time of shortages, labor unrest, riot or due to conditions beyond Company control.

6. Deliveries of LP gas will be made by the Company according to a delivery schedule established by the Company. If deliveries shall be made by the Company at other times at the Customer's request, the Customer agrees to pay an extra charge for transportation.

7. This Agreement is not subject to transfer or assignment by the Customer in any manner and shall be subject to termination by the Company if Customer ceases to occupy or use the premises to which gas is delivered under this Agreement.

8. Either party may terminate this Agreement at any time, on 10 days' advance written notice delivered to the other party, even though without cause specified in this Agreement. In any case where termination by the Company is authorized by this Agreement, or in the event of Customer's failure to comply with any other Agreement with the Company, or if Customer shall fail to make payment to the Company in accordance with its credit terms applicable to Customer, the Company may terminate either the lease of the Company's equipment or sale of LP gas, or both, without prior notice. The Agreement shall terminate upon filing of either a voluntary or involuntary petition for relief of customer under the Bankruptcy Act.

If "Part A - Bulk Service" applies to this Agreement, Customer agrees to pay for all gas delivered before termination by the Company or before termination by Customer on 10 days' advance written notice received by the Company.

Upon termination, in addition to any other remedy it may have, the Company may adjust or disconnect the equipment to stop withdrawal of LP gas from the tank, repossess the Company's equipment, and repossess and dispose of any LP gas left in the tank as the Company sees fit.

Rental payments, or portions thereof, which have been paid for any remaining part of the rental period after termination due to the Customer's move to another location, will be credited by the Company toward any future equipment rental charges if the Company shall, within 90 days, provide rental equipment for the Customer at another location. In addition, the disconnection charge will be credited to a customer who within 90 days of disconnection becomes an Amicalola Propane customer at another location. Rental payments made by the Customer will not be otherwise credited or paid to the Customer, but will be retained by the Company.

9. The Customer will pay all costs incurred by the Company to enforce any of the provisions of this Agreement, including reasonable attorney's fees.