

**LPG GAS SERVICE  
AND RENTAL AGREEMENT**

**1) DELIVERY OF LEASED EQUIPMENT:**

The liquefied petroleum gas storage tanks, appliance, meters, and/or other L.P. gas equipment described on the reverse side hereof is owned by COMPANY and has been or shall hereafter be, delivered into the possession and control of CUSTOMER at CUSTOMER'S given address. Such personal property is delivered to CUSTOMER at COMPANY for the term, and upon the terms and conditions, hereinafter described. It is understood and agreed that title to the leased equipment shall at all times remain in COMPANY, and CUSTOMER'S interest in such properties is limited to mere possession as a lessee 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 as CUSTOMER is not in breach of or in 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 forgoing 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 the normal wear and tear and the elements. Any such termination by CUSTOMER shall in no way limit the CUSTOMER'S accrued obligation 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) EQUIPMENT USE:**

Customer shall not move the leased equipment from its position of delivery and installation, in the case of stationary equipment. In the case of mobile equipment, the CUSTOMER agrees to keep the leased equipment maintained at CUSTOMER'S specified site 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 for more than ten days. CUSTOMER is to use COMPANY owned equipment for the storage of COMPANY'S liquefied petroleum gas only. CUSTOMER hereby specifically grants COMPANY the right of ingress and egress on, over and across CUSTOMER'S premises for the purpose of installation and removal of the leased equipment and will not place any barriers so that such ingress and egress is blocked or hampered. In the event Customer blocks ingress or egress Company shall have the right to access the premises by removal of any lock, even if it causes damage.

**4) RENTAL:**

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 forgoing 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 respective Assessor 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. A waiver by COMPANY of any breach 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 this agreement or any payments hereunder, the prevailing party shall be paid its cost of each action and reasonable attorney fees, by the other.

**5b) GOVERNING LAW/VENUE!** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, excluding any laws that require the application of another jurisdiction's laws. This Agreement is entered into and is to be performed in Kern County, California, and accordingly the only appropriate venue for a dispute under this Agreement is in the Kern County Superior Court of California, Metropolitan Division.

**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 returned to COMPANY. CUSTOMER covenants to pay COMPANY the valuation specified by COMPANY on the face of this agreement, 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 or COMPANY'S attempted removal of the leased equipment. CUSTOMER likewise covenants and agrees to reimburse COMPANY in the amount of any repairable damage to the leased equipment while in customer's possession where occasioned through no fault of COMPANY.

**7) SERVICE:**

CUSTOMER covenants and agrees not to disturb or tamper with the leased equipment following its installation by COMPANY and during the continued term of this agreement. CUSTOMER'S activity is limited to the normal use and enjoyment of the lease 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 to state the nature of the nonfunction or malfunction and request service. CUSTOMER agrees to prohibit and restrain all third parties from interfering or tampering with the leased equipment in any manner, or disconnecting the same, except in case of emergency where 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 defend, 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 continued term of the lease and prior to redelivery to COMPANY, unless such claims, liabilities, damages, and expenses are directly caused by the sole negligence or willful misconduct of COMPANY or COMPANY'S 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, facilities of production, transportation, or any other causes at the shipping point designated herein or any other causes whatsoever beyond such parties control, whether or not similar to the causes enumerated 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 customer's in such reasonable manner as it may determine, in its sole discretion, 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 without prior written consent of COMPANY. CUSTOMER agrees to give notice of this agreement to all persons or entities who may have an interest in the premises where the leased equipment is located; both presently or at any time this agreement is in effect.

"Company"

"Customer"

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By: \_\_\_\_\_

\_\_\_\_\_

Print Name