



3991 HWY 64 – PO BOX 368
FRUITLAND, NM 87416 - 505-598-5660

LEASE AGREEMENT

CUSTOMER INFORMATION:

NAME: _____ PHONE: _____
DELIVERY ADDRESS: _____ TANK SIZE: _____
CITY: _____ STATE: _____ ZIP: _____

The terms and conditions outlined in the lease application are incorporated herein and made a part of this agreement.

- 1. EQUIPMENT:** ALLAROND PROPANE will lease to and provide customer with a propane storage tank and related equipment.
- 2. LIMITATION TO LIABILITY:** Under no circumstances will ALLAROUND PROPANE be liable for incidental, consequential, or special damages, including without limitation, lost profits and business interruption damages. This limitation will apply regardless of whether a claim is made, or remedy is sought under contract, tort or product liability claim.
- 3. FEES RATES & CHARGES:** The customer agrees to pay ALLAROUND PROPANE’S fees, rates, & charges in effect on the date the propane is delivered.
- 4. PROPANE PURCHASE & SUPPLY:** The customer agrees to exclusively purchase propane from ALLAROUND PROPANE to be use in the leased tank.
- 5. TERM:** The initial term of this agreement shall be 12 months, commencing on the date signed by the customer and continue thereafter until terminated in accordance with #6.
- 6. TERMINATION:** Either party may terminate this agreement at the expiration of the initial term or at any time thereafter by giving the other party 30 days notice.

CUSTOMER SIGNATURE _____

DATE _____

EMPLOYEE SIGNATURE _____

DATE _____

EQUIPMENT:

Title to equipment. The equipment provided by Allaround Propane to customer(s) will always remain the property of Allaround propane and will not become a fixture or a part of the customer(s) real property.

Access to Equipment. Allaround Propane may, upon notice (Written, phone or by personal contact), enter Customers property to deliver propane or install, repair, service or remove the Equipment provided to the customer by Allaround Propane or to perform any other service that it deems necessary under this Agreement. Customer agrees to provide Allaround Propane with safe, free and unimpeded access to the tank or cylinder and related Equipment, free of ice, snow, mud, dogs and other debris.

Modifications to Equipment. Customer will not allow anyone to make adjustments to or remove the equipment.

Shut off Requirement. During the term of this agreement and any extension hereto, the Customer agrees not to install any furnace, water heater or other propane gas consuming appliance that does not have a 100% shut off device. A 100% safety shut off device means that in the case of a pilot failure, the main burner valve will completely close. In any case, Allaround Propane must be notified.

Damage to Equipment. Customer will be responsible for any and all damages to the equipment herein leased during the term of this lease and any extensions of this lease. Customer will notify Allaround Propane immediately if the equipment is damaged or malfunctions or if the customer experiences any problems with the equipment. ***The customer must not disconnect the yard line from the tank to hook up a 20#, 30#, 40#, 100#, or any other bottle(s). If this is ignored, Allaround Propane reserves the right to terminate the contract and pick up the tank. The customer shall not remove any labeling or paint on said equipment.***

Access to Appliances. Allaround Propane shall be provided access at all reasonable times to all propane gas consuming appliances and Equipment connected to the storage tank system for purposes of inspection. Allaround Propane shall have the right to refuse to connect or to disconnect from any appliance or gas Equipment deemed unsafe for use with propane. Allaround Propane shall not be liable for such acts or failures to act, nor for the subsequent use of propane in connection with said appliances and Equipment.

LEGAL:

Force Majeure. Allaround Propane will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control including without limitation; acts of God, fire, storms, floods, labor disputes, compliance with laws or regulations, Allaround Propane's inability to obtain propane equipment from its customary suppliers, terminal, refinery, or pipeline disruptions, allocations, or allocation programs, or lack of inadequate transportation facilities. Under any of these circumstances, Allaround Propane may allocate Propane and equipment among its customers in any manner Allaround Propane in its sole judgement deems reasonable.

Assignment. Customer acknowledges that this agreement is not assignable by the customer without the prior written consent of Allaround Propane and that the equipment may not be moved from the customer's premises or from the original installation location without the prior written consent of Allaround Propane.

Indemnifications. The customer agrees to indemnify and hold Allaround Propane harmless from and against any and all claims, liabilities, damages, and expenses directly arising out of or in connection with the customers possession and control, storage, use or handling of the equipment and the propane delivered to it pursuant to the terms of this agreement, unless such claims, liabilities, damages or expenses are directly caused by the negligent omission or commission of Allaround Propane or their agents/employees.

FEES RATES AND CHARGES:

If the customer has an outstanding balance at the end of 30 days, a \$10 finance charge will be added to the bill at the end of each month. Customer agrees to pay all fees and court, or bureau costs should ALLAROUND PROPANE take action.

TERMINATION:

Allaround Propane may terminate this agreement at any time with proper notice to the customer if the customer fails to satisfy the terms and conditions of this agreement. Customer agrees to pay a minimum of \$85 pick up fee for tanks picked up before 2 years. ALLAROUND PROPANE recommends using all propane prior to termination as any unused propane will NOT be refunded.