



Propane Tank Lease Agreement

Servco Oil & Propane, Inc.
387 Danbury Road
Wilton CT 06897

CT State Lic. #S1-398264
Servco HOD# 84
NC HOD# 488

Account #:
Name:
Address:
Town:
State:
Zip Code:

1. **Leased Tanks** - The Customer agrees to lease propane tank(s) and regulator(s) from Servco Oil & Propane (Servco) for an annual fee described below. Servco agrees to maintain the equipment in good operating condition at all times. The leased tank(s) will be installed per local codes and regulations.

2. **Lease Term** - This propane tank lease agreement shall be for initial term of three (3) years and year-to-year after that. Annual fees are not refundable or applicable to the purchase price. The initial period of this lease shall be _____ through _____.

The Customer will provide 30 days notice of the desire to terminate the lease. Additionally, the Customer will grant Servco property access for the removal of the tank(s) at lease termination. If the Customer does not provide notice of their desire to terminate the lease, the lease will continue on an annual basis at the Lease Fees detailed in 3.

Customer Initial

3. **LP Tanks & Lease Fees** - The tanks to be service under this agreement are listed below:

	Lease 1	Lease 2	Lease 3
# of Tanks			
Tank Capacity (per tank)			
Tank Use			
Annual Lease Fee			
Same Day Delivery Fee			
Tank Serial#			
Early Termination Fee			
Tank Monitor Fee			
Safety Check Fee			
Tank Purchase Price			

Additional Notes:

4. Additional Lease Fees - All materials and labor to place and connect the tank(s) within 5-feet of an external connection are included in the lease fee. Tank(s) required by the local code or the Customer's request to be placed beyond 5-feet from the external connection will require an additional charge. These charges will be above and beyond the Annual Tank Lease fee. Any additional fees will be quoted by Servco and approved by the Customer before any work is performed.

5. Customer acknowledgments - Leased tanks:

- a. The Customer acknowledges that leased propane tanks remain and be the sole and exclusive property of Servco, and the Customer shall not have or obtain any property right therein.
- b. The Customer acknowledges that no other party, individual, company, etc., may tamper with, remove, or provide LP - Gas delivery or service the equipment listed above unless Servco gives written authorization to the Customer.
- c. The Customer agrees that Servco shall have the right of entry upon the Customer's premises at any or all reasonable hours of the day to inspect, repair or maintain the equipment. Customers are responsible for maintaining access to the leased equipment.
- d. The Customer shall exercise due care to protect leased tank(s) and equipment at all times, and that the Customer shall not repair, maintain, or remove the leased tanks(s) from their original location on the Customer's premises, including under an Early Termination.
- e. The Customer is responsible for any damage to the equipment due to neglect or forces not controlled by Servco. The Customer will pay Servco the retail rate for all leased equipment damaged or missing.
- f. The Customer shall surrender to Servco upon the termination of this lease all propane tanks and equipment in the same condition as received, except for ordinary wear and tear.

Customer Initial _____

6. Billing: Servco will invoice the Customer on an annual basis. Failure to make payments under the invoice terms will result in Early Termination of this Propane Tank Lease Agreement (see Section 9).

7. Pump-Out/Restocking Charge: It is illegal to transport an LP tank containing greater than five percent water capacity. If the customer's LP tank(s) has greater than five percent volume remaining, a pump-out charge will be applied upon this lease's termination. Customers can avoid this charge by continuing service with Servco until the supply of propane in the tank(s) is less than five percent.

8. Early Termination and Removal: The Customer shall pay for removing leased equipment if this lease is terminated before the end of the lease. A Pump out/Restocking Charge will be charged when Servco is required to pump out a tank containing propane above five percent water capacity at the removal time. The pump-out charge is an hourly fee. Gallons pumped from the customer's tank will be credited and applied to the pump-out charge.

Customer Initial _____

9. Measurement: LP gas sold and under this agreement will be measured in gallons.

10. Taxes: It is the Customer's responsibility to pay all fees surrounding licenses, permits, inspection fees, or taxes imposed upon the Customer at a time of contract or at any time charges are levied by local, state or federal entities having jurisdiction over the sale, installation, storage or use of LP gas or the equipment used to contain the said product.

In addition, Customer is responsible for any locally imposed personal property taxes associated with the LP Tank(s).

11. Permit Fees: All fees for permits required for installing leased LP tank(s) will be charged to the customer and invoiced separately.

12. Force Majeure: Servco shall deliver all Customer orders with reasonable promptness unless delayed or prevented by an act of God, flood, fire, explosion, war, strike, or other labor disturbances. Servco shall not be obligated to perform, nor will Servco be liable in damages or otherwise for losses or delays due to supply shortages, embargoes, governmental or industry allocations, or any other actions beyond the control of Servco.

13. Limitation on Damages & freeze-ups: The Customer understands that Servco requires will-call customers to provide 48-hour advanced notice of delivery. In the absence thereof, Servco will charge a same-day delivery fee (see Section 3). Servco will not be held responsible for any damage or freezing conditions due to a low gas level or run-out. Any damage caused by a low gas level or a frozen state will be the Customer's responsibility.

14. General: No modification of this lease agreement shall be binding upon either party unless the change is in writing and signed by a duly authorized representative of both parties. Suppose any provision of this agreement is contrary to, or prohibited by, or deemed invalid under applicable laws or regulations. In that case, such provision shall be considered to be omitted, but the remainder of said contract shall not be affected or impaired.

Customer Signature

Servco Oil Signature

Date Signed: _____

Date Signed: _____