



Underground Tank Agreement

For the purposes of this Agreement “Company” refers to Onsite Propane, and or their agents and owners. “Customer” refers to any end user of the “Equipment”. “Equipment” shall be deemed to be propane storage tank(s), regulators, piping and all associated fitting valves and the like.

Underground Tank Customer agrees that any underground storage tank (not purchased by customer) remains the property of Company, and is subject to the terms of the Agreement as “Equipment”. In the event this Agreement is terminated for any reason, Customer at Customer’s option shall:

(a) Pay Company the full cost of removing the Equipment from the Customer’s property, including the cost of filling the tank hole, and repairing any landscaping or other property damage associated with removing the tank, within the first 24 months of service: or

(b) Purchase Company’s equipment in place at the then retail price of a new tank(s) of similar size and design: or,

(c) Exchange for delivery to Company at a location designated by Company, a new underground storage tank(s) of similar size and design to replace the tank(s) Customer’s new vendor elects to retain. If customer elects (b) or (c) above, Customer agrees to indemnify and hold Company harmless from all damages arising out of or relating to the Equipment and servicing and use of the Equipment after the transfer of the Equipment to Customer or Customer’s new vendor. Any Equipment transferred to Customer or Customer’s vendor is provided “as is”, “where is”, “with all faults”, and with no warranties or representations, express or implied, regarding the Equipment. In every case, Customer shall indemnify and hold Company harmless from any damages arising before and after transfer of the Equipment, including but not limited to, environmental liabilities or personal injury, except to the extent caused by Company’s gross negligence or willful misconduct.

Contractor, Developer, is a Customer that is building real estate on the premises for resale and has engaging Company to install Equipment. Customer agrees to grant Company a security interest in the Equipment and take necessary steps to ensure such security interest. Customer agrees to require the next purchaser of the premises to agree to be bound by the terms of this Agreement, or to require the purchaser to remove the Equipment at purchaser’s expense and liability for return to Company. Customer shall indemnify and hold Company harmless from and against all damages arising out of or relating to this Agreement, Customer’s relationship with the subsequent purchaser of the premises, any zoning or other ordinances, regulations, statutory, or contractual requirements concerning the premises.

In all cases where the Agreement is terminated, the Company will above all else work with the Customer or Customer’s representative to exercise (c) above and exchange existing Equipment for like Equipment.

Understood and Accepted: _____

Date: _____