

## TANK LEASE AGREEMENT

THIS AGREEMENT made and concluded at Westerville, Ohio this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Guttman Oil Company, 6190 Frost Road, Westerville, Ohio 43082, hereinafter referred to as the Lessor and

(name) \_\_\_\_\_ (address) \_\_\_\_\_

(city/state/zip) \_\_\_\_\_, hereinafter referred to as the Lessee.

1. The Lessor hereby leases to the Lessee the following propane gas equipment, all regulators, hood & base, lentils, and tank (s), Size \_\_\_\_\_/gallon, Serial # \_\_\_\_\_ having the capacity of \_\_\_\_\_ gallons, for the purpose of storing and using propane gas purchased from the Lessor only.
2. The term of this lease agreement shall be for an indefinite period of time, or unless the Lessee or Lessor gives written notice of lease termination. If Lessee switches to another company within one (1) year of tank set, Lessee will pay a \$100.00 fee before tank can be picked up. Also, Lessee will forfeit any credit for purchased gas remaining in tank.
3. The installation of said equipment ("Equipment") should consist of installing tank(s), all regulators, and running gas line to the outer side of the building up to 100 ft. Lessee acknowledges receipt of the Equipment from Lessor to Lessee and expressly agrees upon request to return it to Lessor in good operating condition, ordinary wear and tear excepted. All Equipment leased hereunder is presumed to be in good operating condition unless stated otherwise herein.
4. All right, title and property interest in the Equipment is and will remain at all times under the ownership of Lessor. Lessee shall keep the Equipment free and clear of all liens, encumbrances, pledges and security interests and will not permit the Equipment to be removed from the premises listed in paragraph 1 of this Agreement. Lessee shall at its expense protect and defend Lessor's title to the Equipment against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions (except any placed thereon by Lessor), and shall give Lessor immediate written notice of any such legal process or encumbrance and shall indemnify Lessor from any loss, cost or expense caused thereby. Lessee shall execute or obtain from third parties and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Each item of Equipment will be kept by Lessee in its sole possession and control, will at all times be located at the location stated in the Agreement, and will not be removed therefrom without the prior written consent of Lessor. All costs and expenses of every nature that may be incurred in connection with the permitted movement of the Equipment between locations (including any additional property taxes or other taxes resulting from such movement) shall be borne by Lessee.
5. In consideration of the lease of said equipment by the Lessor to the Lessee, herein, the Lessee agrees as follows:
  - (a). The Lessee understands and agrees to Lessor's 'Propane Delivery Policies and Fees' as are in effect from time to time and which are incorporated by reference herein. Lessee has reviewed the attached 'Guttman Oil Propane Safety Information'. Lessee's signature affirms emergency awareness, including propane odor, what to do if the odor of propane or a leak is suspected, and how to turn off the propane supply.
  - (b). Safely to keep and carefully to use said equipment, and not to sell or remove the same or any part thereof from the place where the same was installed by Lessor.
  - (c). Lessee shall not remove labeling or paint said equipment.
  - (d). To be responsible for any and all damages to the equipment herein leased during the continuation of the lease term.
  - (e). To allow the Lessor, or its agents to enter Lessee premises at any reasonable time to inspect the equipment herein leased.
  - (f). Lessee agrees to purchase from the Lessor his entire propane gas for use where equipment is installed, being understood no other supplier is to fill or tamper with said equipment in accordance with the Ohio Revised Code (state law).
  - (g) Lessee agrees to use a minimum of 800 gallons per/year for a 500 gallon tank and 2,000 gallons per/year for a 1,000 gallon tank. If the Lessee's usage falls below yearly minimum required gallons, Lessor may invoice a \$100.00 lease fee for a 500 gallon tank and \$200.00 for a 1,000 gallon tank. The annual period of time shall be defined as starting January through December 31 of each year, not to include the first year of this agreement.
  - (h). All service is conditional on the Lessee's account being kept current at all times.
6. Lessee will comply with all Federal, state and local laws and regulations, including environmental laws and regulations, pertaining to use of the Equipment and to storage, use, and disposal of fuels. Lessee agrees to defend, hold harmless and indemnify Lessor against all claims and liability asserted against Lessor based upon noncompliance with such laws and regulations. Lessee shall regularly inspect the Equipment and inform Lessor of any damage sustained by the Equipment. Lessee shall follow the procedures in the Guttman Oil Propane Safety Information any time Lessee smells odorized propane or otherwise believes the Equipment to be damaged. In the event of leakage or spills from leased Equipment or of inventory shortages of petroleum in leased Equipment, or in the event of reasonable suspicion of such events, Lessee will immediately notify Lessor in writing of such event.

7. In the event, Lessee or anyone with the Lessee's consent tampers with, alters or moves any of Lessor's equipment being leased to Lessee or removes or transfers any propane gas from Lessor's tank (even gas owned by Lessee), without Lessor's written consent, it shall be presumed that the leased equipment has been damaged for which Lessor shall be entitled to liquidated damages in the amount of \$1,250.00, unless the Lessee can conclusively show that the alteration or movement of the equipment or the transfer or removal of the gas was done in accordance with the standards set forth in the most recent edition of The National Fire Prevention Association, Standards for Storage and Handling of Liquefied Petroleum Gases, Pamphlet 58.
8. The Lessee hereby agrees to furnish to the Lessor the right of way for the purpose of ingress and egress to and from the said equipment in order that deliveries of gas may be made thereto, and agrees to hold the Lessor harmless from any and all damages which may accrue to the right of way, including driveways and sidewalks, as a result of the delivery of said gas.
9. It is mutually agreed by and between the parties hereto that in case the Lessee shall violate any of the aforesaid covenants on his part to be performed, the Lessor may at his option, without notice to the Lessee, terminate this lease and remove said equipment from the premises of the Lessee, and in such event the Lessee shall pay to the Lessor any and all unpaid balances due for propane gas previously delivered and or services rendered.
10. The Lessee further agrees to allow Lessor, at the termination of this agreement by either party for any cause or not cause, at its option, without previous notice or demand, with or without legal process, to enter upon any premises where equipment herein leased may be, take possession of and remove same; and the Lessee hereby releases any claim or right of action for trespass or damage caused by such entry or removal and disclaims any right of resistance thereto. The Lessee waives all right of homestead or other exemptions.
11. LESSEE ACKNOWLEDGES THAT LESSOR HAS LEASED THE EQUIPMENT "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACCEPTS THE EQUIPMENT "AS IS". Lessee shall indemnify and save Lessor harmless from, and defend Lessor against, any and all claims, actions, proceedings, injuries, deaths, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Equipment or this Agreement, including without limitation, the manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing and return of the Equipment and acts of Lessee in failing to maintain the Equipment in good repair. Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature whatsoever and howsoever, directly or indirectly, caused (including, without limitation, any loss of business) by (a) any item of Equipment, (b) the use, maintenance, repair, service or adjustment thereof, (c) any delay or failure to provide any maintenance, repair, service or adjustment thereto or (d) any interruption of service or loss of use thereof.
12. Lessee shall indemnify and hold Lessor and its officers, employees and other representatives harmless from and against any and all claims, losses, damages, causes of action, suits, liabilities and judgments (including all expenses of litigation and reasonable attorney's fees), injury to or death of any person or for damages to any property to the extent that such injuries, death or damages are caused by the negligence, gross negligence or willful acts of Lessee or its, guests, invitees, family members or other agents or by the failure of Lessee to follow its obligations as set forth in this Agreement.
13. LESSEE AGREES THAT UNDER NO CIRCUMSTANCES WILL LESSOR BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO INCREASED COSTS TO LESSEE. LESSOR WILL ALSO NOT BE LIABLE FOR PUNITIVE, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR IF WE WERE TOLD THEY WERE POSSIBLE. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.
14. The terms and conditions of this agreement shall be binding upon the successors, heirs, executors, administrators and assigns of the Lessor and the Lessee hereto.
15. The terms and conditions of this Agreement shall not be altered in any way without written consent by the Lessor or Lessee. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS THEREOF, the parties hereto have set their hands in duplicates hereof the day and year first written.

**LESSOR / Guttman Oil Company**

**LESSEE / Customer**

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

Name(Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Co-Applicant Name \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_