



EQUIPMENT LEASE AND SERVICE AGREEMENT

Lease Start Date _____

This agreement is entered into by Barnett's Propane L.L.C., P.O. Box 1325, 1498 Fry Blvd., Sierra Vista, AZ 85636, referred to as "company," and the firm or individual designated below, referred to as "customer." Both parties, by providing their signatures or that of their representatives, agree to the following entered data and the following terms and conditions which constitute this agreement.

| | | | |
|------------------------|----------------------|----------------------|----------------|
| CUSTOMER _____ | | ACCOUNT NUMBER _____ | |
| SERVICE LOCATION _____ | STREET _____ | TELEPHONE _____ | |
| SERVICE LOCATION _____ | CITY _____ | STATE _____ | ZIP CODE _____ |
| MAILING ADDRESS _____ | STREET _____ | TELEPHONE _____ | |
| MAILING ADDRESS _____ | CITY _____ | STATE _____ | ZIP CODE _____ |
| SSN/DL: _____ | E-MAIL ADDRESS _____ | | |

| LEASED EQUIPMENT (TANKS LISTED BY WATER CAPACITY) | SERIAL NUMBER | YEARLY RENT | EQUIPMENT VALUE |
|--|---------------|-------------|-----------------|
| / | / | / | / |
| / | / | / | / |
| / | / | / | / |

| CUSTOMER OWNED EQUIPMENT AT SERVICE LOCATION | |
|--|---------------|
| EQUIPMENT DESCRIPTION | SERIAL NUMBER |
| | |
| | |
| | |

TERMS AND CONDITIONS

1. This agreement remains in effect until canceled. Barnett's Propane, L.L.C. may cancel this agreement at any time by delivering a written ten (10) day notice to the Customer at the address first listed above. The Customer may cancel this agreement with a ten (10) day notice delivered to Barnett's Propane, L.L.C. via telephone, e-mail or handwritten request. This agreement is not transferable.
- ~~2. Full ownership and title of all leased equipment remains in the name of Barnett's Propane L.L.C. and is only leased to customer.~~
- ~~3. Customer agrees that the value of the leased equipment is as stated and agrees to pay the stated amount to company in the event equipment is not returned at end of lease.~~
- ~~4. Company is to maintain the leased equipment in normal, acceptable operating condition at no cost to customer, provided no damage or required repairs are deemed to have been caused by customer's abuse of leased equipment.~~
- ~~5. Leased equipment is to remain undisturbed and shall not be handled in any way by either customer or any persons other than those authorized by company.~~
- ~~6. Leased equipment is considered to be in customer's possession during the full length of lease other than when it is being installed, delivered to, serviced, or removed by company.~~
- ~~7. Customer accepts liability for leased equipment while in customer's possession and will hold company harmless and defend company against any and all claims arising out of customer's use of leased equipment.~~
8. Propane gas deliveries and service are to be made to service location by company, utilizing normal delivery procedures, when requested with advance notice by customer and customer is to pay for gas deliveries and service according to company's credit terms.
- ~~9. In accordance with AZ Statute 36-1624.01, customer will not allow any fuel other than company's fuel to be placed in or through leased equipment.~~
- ~~10. Customer agrees that the company is, and shall remain for the length of the lease, the sole supplier of propane fuel to the service location.~~
11. Company is not responsible for any damages, direct or indirect, to customer and/or property resulting from insufficient supplies of fuel.
12. Final responsibility for ordering fuel belongs to customer.
13. Customer will maintain clear line of sight access from point of delivery truck to location of storage tanks.
- ~~14. Customer will afford company total accessibility to leased equipment, at any time and without requesting advance notice, for purposes of replacing, servicing, delivering to, or removing leased equipment.~~
- ~~15. Customer accepts responsibility for any charges incurred by company in removing leased equipment regardless of which party initiates the termination of the lease agreement.~~
- ~~16. Company may disrupt service of leased equipment when customer's account is not maintained according to company's credit terms.~~
- ~~17. Customer purchasing annually an amount of fuel less than two times the water capacity of each leased storage tank will pay a minimum usage fee equal to one year's rent per leased tank.~~
- ~~18. Non-Refundable yearly rental payments are invoiced and due in advance.~~
- ~~19. Barnett's Propane, L.L.C., shall not be obligated to refund or pay any amount of money for propane left in tanks picked up by the Company, or its designee. Any unused propane left in tanks is non-refundable.~~
20. This agreement shall be enforceable in the courts of Cochise County, Arizona. The prevailing party to any lawsuit shall be entitled to an award of its attorney fees and costs.

I, _____, and I, _____
CUSTOMER - PRINTED NAME CUSTOMER - PRINTED NAME

- Have read and agree with all the entered data
- Have read and agree to the company's credit terms.
- Have read and agree to all the listed terms and conditions.
- Have received a copy of the credit terms and this agreement.

CUSTOMER - SIGNATURE DATED CUSTOMER - SIGNATURE DATED

I, _____, have reviewed the terms and conditions of this agreement with customer.
COMPANY REPRESENTATIVE - PRINTED NAME

COMPANY REPRESENTATIVE - SIGNATURE DATED