

Propane Tank Lease Agreement

This agreement, made and entered into this _____ day of _____ by and between _____ of _____, City of _____ County of _____ Colorado, hereinafter called CUSTOMER, and ComFurT Gas INC., a Colorado corporation, hereinafter called DEALER:

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter set forth, the parties do agree as follows:

- 1) STORAGE FACILITIES: DEALER agrees to lease to CUSTOMER the following described facility (or any replacement facility) for the storage of liquefied petroleum gas (LPG) complete with fittings and regulator on the tank at the prevailing tank rental fee billed in advance:
MAKE _____ Tank Seral # _____ Size _____
It is agreed that gas storage facilities and related equipment owned by DEALER and installed upon such premises shall remain the personal property of DEALER even though attached to or placed upon described premises. Under no circumstances shall said property constitute or become a part of the realty.
- 2) FUEL: DEALER agrees to make its best effort dependent on fuel availability to service with LPG the above-described storage facility during the term of this agreement in quantities as to satisfy the fuel requirements of CUSTOMER. CUSTOMER agrees to purchase their entire fuel requirements from DEALER at the price in effect from time to time. CUSTOMER agrees to pay their bill in a timely manner as described in company policy guide. CUSTOMER will not permit any other firm to fill or remove LPG from the above-described storage facility, or any replacement facility, which are and shall remain the property of DEALER.
- 3) LICENSE: In consideration of the use of such facilities, CUSTOMER does hereby grant DEALER a sole, exclusive, license with the right to install service, and remove together with the right of ingress and egress on, over and through said land for any purpose necessary and incident to the rights granted hereunder.
- 4) ACCESS AND DAMAGE: CUSTOMER is responsible for always providing clear and unimpeded access to the storage facilities. This includes but is not limited to the removal of snow, ice, vehicles, fences, animals, plants, and vegetation that hinder DEALER’s ability to service the storage facilities. DEALER does not chain truck tires for winter access. CUSTOMER shall pay all expense for the repair or replacement of storage facility due to any physical damaged incurred while on CUSTOMER’s premises.
- 5) TERMINATION: This agreement shall continue until terminated by either party. In the event of a breach by CUSTOMER in the performance of the covenants and agreements imposed upon them by the agreement, DEALER may enter upon the premises of CUSTOMER for the purpose of removing such facilities.
- 6) ASSIGNMENT: This agreement shall not be assigned by CUSTOMER or by operation of law without the written consent of DEALER. This agreement shall otherwise be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns.
- 7) MINIMUM PURCHASES: If CUSTOMER does not meet the annual minimum purchase of the tank’s capacity in gallons, then the DEALER has the right to remove the tank.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

CUSTOMER(s) _____ DATE _____

ComFurT Gas Inc. _____ DATE _____