



# PROPANE GAS Service & Equipment Lease Agreement

Branch Location: \_\_\_\_\_

THIS AGREEMENT entered into on the date set forth herein by and between Crystal Flash (hereinafter referred to as "COMPANY") and the designated firm or individual (hereinafter referred to as "CUSTOMER"):

CUSTOMER INFORMATION	Customer Name: _____		Account Number: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>												
	Phone Number: _____		Email: _____												
	Service Address: _____														
	Street	City	State												
	Township	County	ZIP Code												
Mailing Location: _____															
Street/Box No.		City	State	ZIP Code											
Cross Streets: _____															
Remarks: _____															
TYPE	<input type="checkbox"/> New Customer <input type="checkbox"/> Domestic - Bulk <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial														
	<input type="checkbox"/> Existing Customer <input type="checkbox"/> Domestic - Cylinder <input type="checkbox"/> Temp Heat <input type="checkbox"/> Government														
Other: _____															
EQUIPMENT INFORMATION	Serial # <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>												<b>TANK</b>		
	Manufacturer/Model # _____		Gross Capacity _____ Gallons	Year _____ Replacement Value at Time of Sale _____											
	Number of Cylinders _____		<b>CYLINDER INFORMATION</b>												
	Size of Each Cylinder _____		Replacement Value at Time of Sale _____												
	Manufacturer/Model _____		Date _____	Code _____	Replacement Value at Time of Sale _____										
	Manufacturer/Model _____		Date _____	Code _____	Replacement Value at Time of Sale _____										
	<b>REGULATOR INFORMATION</b>														
Number of Concrete Blocks _____		Replacement Value at Time of Sale _____													
<b>BLOCK INFORMATION</b>															
1. _____		Replacement Value at Time of Sale _____													
2. _____		Replacement Value at Time of Sale _____													
<b>OTHER EQUIPMENT</b>															
BILLING	<i>Minimum Annual Usage Provision:</i> Crystal Flash reserves the right to impose a minimum usage fee in the event customer's usage falls below Crystal Flash usage standards.														

It is expressly understood and agreed that the information set forth above, and the terms and conditions printed on the reverse side of this form, constitute the gas service and/or lease agreement between the parties. Customer specifically acknowledges receipt of a copy of this agreement and by their signature below accepts the terms and provisions set forth on both sides of this agreement.

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign Name Print Name

Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign Name Print Name

**LANDLORD/RENTERS:** Customer (who rents) consents Crystal Flash informing his/her landlord of this tank rental and notifying his/her landlord prior to shut off of service.

Landlord Name: \_\_\_\_\_ Landlord Phone Number: \_\_\_\_\_

Landlord Address: \_\_\_\_\_  
Street City State ZIP Code

## TERMS & CONDITIONS

- DELIVERY OF LEASED EQUIPMENT & TITLE:** The liquefied petroleum gas (LP) storage tanks, appliances, meters, and/or other LP gas equipment described on the reverse side is owned by COMPANY and has been, or will be, delivered into the possession and control of CUSTOMER at CUSTOMER'S given address. The equipment is delivered to CUSTOMER by COMPANY for the term, and upon the terms and conditions described. Unless and until CUSTOMER shall have paid COMPANY the agreed valuation set forth on the reverse side hereof, in cash, in full, it is understood and agreed that title to the leased equipment shall at all times remain in COMPANY, and CUSTOMER'S interest in such property is limited to mere possession as a lessee subject to the terms of this agreement. CUSTOMER agrees not to take any action which would have the effect of concealing the fact of COMPANY'S title to such equipment and agrees to confirm the fact of COMPANY'S unconditional title to the equipment to all third parties.
- TERM:** CUSTOMER may remain in possession and control of the leased equipment for so long as CUSTOMER is not in breach of or in default under this agreement and that this agreement may be terminated by COMPANY at any time, upon CUSTOMER'S breach of or default in performance of the terms and conditions of this agreement, and COMPANY may retake possession of the leased equipment without prior written notice to CUSTOMER. Notwithstanding anything foregoing to the contrary, either party may terminate this agreement at any time upon thirty (30) days' written notice to the other and CUSTOMER will surrender the leased equipment to COMPANY in a condition substantially the same as that at the time of delivery to CUSTOMER subject to normal wear and tear and the elements. Any such termination by CUSTOMER shall in no way limit the CUSTOMER'S accrued obligation(s) to pay all monies due or limit the amount of any damage to the leased equipment occurring during CUSTOMER'S possession and control and without any fault on the part of COMPANY.
- LOCATION AND USE OF EQUIPMENT AND INGRESS & EGRESS:** CUSTOMER shall not move the leased equipment from its position of delivery and installation. CUSTOMER is to use only COMPANY owned equipment for the storage of LP gas purchased from Company. CUSTOMER grants to Company free right of ingress and egress to the premises for all purposes necessary for the installation, maintenance, inspection and removal of the leased equipment.
- LEASE PAYMENTS AND CHARGES:** CUSTOMER agrees to pay COMPANY lease for the equipment in the amount of, and at intervals specified on, the reverse side. Notwithstanding anything foregoing to the contrary, the amount of lease to be paid by CUSTOMER and the intervals of payment may be changed from time to time upon notice to CUSTOMER by COMPANY. CUSTOMER shall pay upon invoice all applicable service, installation, minimum usage, and other charges specified from time to time, including but not limited to, charges for LP gas delivered to CUSTOMER (including deliveries made to CUSTOMER-owned equipment). CUSTOMER agrees to pay to the respective Assessor or to COMPANY the amount of any and all personal property taxes assessed against CUSTOMER or COMPANY in connection with the ownership or possession of the leased equipment.
- DEFAULT:** In the event of a breach of or default in performance of any of the terms and conditions of this agreement or failure to make any payments due by CUSTOMER, it is understood that COMPANY shall have the right to any action or remedy provided by law as well as any action or remedy as set forth in this agreement. The venue for any action which may be brought by either party to enforce the terms and provisions of this agreement shall be the court having jurisdiction of the subject matter in the county where the leased equipment is located at the time of the controversy. A waiver by COMPANY of any breach or non-performance by CUSTOMER will not be considered as a waiver of any other or further breach or non-performance. In the event it is necessary to bring an action to enforce the terms and conditions of this agreement or any payments, the prevailing party shall be paid its costs of each action and actual attorney fees, by the other.
- TANK REMOVAL CHARGES:** If service is terminated, a Tank Removal Charge will be invoiced to CUSTOMER. Tank removal charges include, but are not limited to, a tank pick-up trip charge and a labor charge to remove and pump down Company's tank at a rate not to exceed the value of 50% of the cost of any product remaining in the tank. If Company's tank is buried, an excavation fee, labor, and fill dirt if requested by CUSTOMER, will also be included in the Tank Removal Charge. In the event that it is not feasible to remove a tank, in the opinion of either the company or the CUSTOMER, the CUSTOMER agrees to purchase the equipment at its current market value.
- LOSS OR DAMAGE TO LEASED EQUIPMENT:** By signing this agreement and the acceptance of delivery and installation of the leased equipment, CUSTOMER agrees to assume full responsibility for the protection and safekeeping of the leased equipment until redelivered to COMPANY. CUSTOMER agrees to pay to COMPANY the valuation, specified by COMPANY, in the event of the loss or total destruction of the leased equipment through no fault of COMPANY, or upon the occasion of CUSTOMER'S inability to surrender such equipment upon any termination of this agreement. CUSTOMER likewise covenants and agrees to reimburse COMPANY in the amount of any repairable damage to the leased equipment while in CUSTOMER'S possession where occasioned through no fault of COMPANY. This obligation applies regardless whether homeowner insurance covers the loss. Should CUSTOMER decide to add tank system to CUSTOMER homeowner insurance, COMPANY shall be named as an insured.
- SERVICE MAINTENANCE AND ALTERATION:** CUSTOMER agrees not to disconnect, remove, sell, transfer, or in any way tamper with the leased equipment following its installation by COMPANY during the continued term of this agreement. CUSTOMER'S activity being limited to the normal use and enjoyment of the leased equipment, and not to service or repair the equipment. In the event of the nonfunction or malfunction of the leased equipment, CUSTOMER agrees to immediately notify COMPANY at COMPANY'S nearest office and to state the nature of the nonfunction or malfunction and request service or repairs. CUSTOMER agrees to prohibit and restrain all third parties from interfering or tampering with the leased equipment in any manner, or disconnecting the same, except in case of emergency where circumstances dictate that the gas supply from the leased equipment be turned off. COMPANY reserves the right to alter or change the size of the leased equipment from time to time when it is found necessary to do so to fit CUSTOMER'S consumption rate or delivery schedules of COMPANY.
- INDEMNIFICATION:** CUSTOMER agrees to indemnify and hold COMPANY harmless from and against any and all claims, liabilities, damages, or expenses directly arising out of, or in connection with, CUSTOMER'S possession and control, storage, use or handling of the leased equipment at any time during the continued term of this lease and prior to redelivery to COMPANY, unless such claims, liabilities, damages, or expenses are directly caused by the negligent omissions or commissions of COMPANY or COMPANY'S agents or employees. In the event of any claim or suit naming COMPANY and arising out of CUSTOMER'S possession and control, storage, use, or handling of the leased equipment during the term of the agreement, CUSTOMER agrees to undertake defense of the claim or action on behalf of COMPANY or to reimburse COMPANY in the amount of legal costs and actual attorney fees.
- FORCE MAJEURE:** Neither party shall be liable for damages or otherwise to the other for any failure to perform under this Agreement when performance is prevented, delayed or otherwise affected by or in connection with any embargo, order, requisition, or request of any government or acting authority, Act of God, fire, explosion, strike, industrial disturbance, accident, war, failure, loss or impairment of COMPANY'S supplies, facilities, production or transportation, to include Line 5 Pipeline in the Mackinaw Straights, or any other causes whatsoever beyond such party's control, whether or not similar to the enumerated causes. Notwithstanding the obligations of this contract, COMPANY may distribute its available supply of liquefied petroleum gas to a given location or in a stated area among its customers in such reasonable manner as it may determine and COMPANY may similarly pass on cost increases received from its suppliers to CUSTOMER.
- ASSIGNMENT AND NOTICE:** CUSTOMER shall not sublease any of the equipment and shall not assign or transfer this agreement without prior written consent of COMPANY. CUSTOMER agrees to give notice of this agreement to all persons or entities that may have an interest in the premises where the leased equipment is located; both presently and at any time this agreement is in effect.

### PROPANE SAFETY INFORMATION

**WARNING:** In the event of a gas leak or you smell gas:

- Do not operate electric switches or light matches.
- Open doors and windows to let in fresh air.
- Keep in mind that propane gas may collect in low places.
- Leave the building.
- Close all cylinder or tank valves immediately.
- Immediately report the leak to your local Crystal Flash office.
- Do not turn gas on until the leak has been repaired and a qualified Crystal Flash technician has completed a gas check.