



SALESMAN _____

DIVISION _____

EQUIPMENT LEASE AGREEMENT

Customer Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: ____ - _____

Home Phone: _____ Work Phone: _____

The company, Palmetto Propane And Ice, Inc. / Havird Oil Co. leases to the customer for installation and use upon premises at _____ the following equipment as may be hereafter delivered to the customer. It is hereby understood that any regulators required on tanks or buildings shall remain the property of the company.

Said equipment is leased at customer's request and is to be used by him on said premises for storage of petroleum products or ice purchased solely from the company, but at all times is to remain the property of the company:

_____ Gallon Propane Tank with Regulator or _____ Gallon Fuel Tank or _____ Series Ice Box.

The customer shall keep said equipment free from encumbrances and not remove or do or permit anything to the prejudice of the company's title, and comply with all laws, ordinances, and regulations applicable to such equipment and the premises on which it is installed. Failure to comply will exonerate the company and hold it, and its successors, harmless from all claims, suits, and liabilities, whatsoever their nature. This shall include indemnity and harmless from all claims for loss, damage, or injury to persons, property, (including but not limited to, customer, his agents, servants, and employees, or the property of any of them) caused by any leakage, fire, or explosion of any of the products stored in said equipment.

Customer will pay for installation and we reserve the right to charge for pick up. Customer shall use said equipment continually and without interruption, except for temporary interruptions due to the customer's absence from said premises, notice of which must be given tot the company in writing.

If any product other than the company's is used with said equipment, or if customer fails to pay any monies due to the company, or if said equipment shall be removed from the specified location without written permission of the company, or if said equipment becomes damaged in any manner while in the customer's possession, the company may, if it so desires, promptly or later terminate this agreement. Upon demand, customer shall return to company in accordance to company instructions, said equipment in good order and in as good condition as when leased, ordinary wear excepted, or if not returned, the customer shall pay the company the company-determined value of said equipment, and the company or its authorized representative expressly waives all claims for damages and waives all rights under local or other ordinances or laws regulating the removal of said equipment, or the termination of this agreement shall not be deemed to be a waiver by the company of any and all the other remedies provided by law.

This agreement is not assignable or transferable by the customer without written consent of the company. If a customer should sell, rent or loan his property without written notification to the company and the new tenant should not pay the fees incurred, then the customer shall be assessed all incurred and collection fees, if any. This notice shall be given in writing prior to any change in occupancy.

This agreement shall remain in force, until service is cancelled by either party; with the pre-stated exceptions; it is subject to cancellation by the company for failure of the customer to carry out any of its terms; shall immediately terminate upon the filing of a bankruptcy or insolvency petition by or against customer. In the event legal process is deemed necessary by the company for collection of money or equipment, all expenses are to be paid by the customer.

* If the Customer requests to upsize propane tank, an annual equipment fee of _____ (N/A if not applicable) will be charged to help offset the additional cost of equipment. _____ (Initial)

UNDERGROUND PROPANE TANK AGREEMENT

I, _____ hereby agree to purchase LP gas from Palmetto Propane, Inc. In exchange, Palmetto Propane, Inc. will provide a _____ gallon underground tank. If I decide to discontinue service, I agree to pay Palmetto Propane \$ _____ for the tank.

I agree to pay \$ _____ for installation and burial expenses which include backhoe work, labor, and materials used by Palmetto Propane.

Palmetto Propane reserves the right to add the cost of the tank and collection fees to the account should it become 90 days delinquent. I agree to purchase the tank if service is terminated with Palmetto Propane. Palmetto Propane has the right to remove the tank if I haven't purchased it within then (10) days. Palmetto Propane shall not be required to restore the property to its original condition before tank removal. I agree to reimburse Palmetto Propane for any costs incurred in the removal of the tank .I also waive all rights, title and interest in the said storage tank that I may not claim be reason of the tank being affixed to or stored underground on my property I agree to notify Palmetto Propane in writing before selling the property at which the tank is located. I agree to pay Palmetto Propane the purchase price as agreed upon in this contract if I fail to notify Palmetto Propane of the sale. I certify that I am the legal owner of this residence.

Customer hereby acknowledges receipt of a copy of this agreement.

CUSTOMERS SIGNATURE _____

DATE _____

131 WEST CHURCH ST.
BATESBURG, SC 29006
PH. (803) 532-4414
FAX (803) 532-4533

111 SOUTH CHURCH ST.
LEXINGTON, SC 29072
PH. (803) 359-3311
FAX (803) 359-6907

703 WEST DEKALB ST.
CAMDEN, SC 29020
PH. (803) 432-1400
FAX (803) 432-1405

2470 FISH HATCHERY RD.
WEST COLUMBIA, SC 29172
PH. (803) 796-8741
FAX (803) 794-5008

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