

VALLEY ENERGY  
LP TANK LEASE AGREEMENT



Account # \_\_\_\_\_

This agreement, entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Valley Energy of 115 East Main Street, Purcellville, VA (hereinafter called "Company")

And \_\_\_\_\_ (hereinafter called "Customer"):

WITNESSETH

In consideration of the mutual covenants and promises contained herein, Company hereby leases unto Customer for a period of one year from the date hereof and from year to year thereafter until terminated the following described liquefied petroleum gas tank ("tank") to be located on the Customer's premises or on the premises occupied by the Customer, to wit:

Quantity	Description	Serial Number	Value
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Location: \_\_\_\_\_

For the annual rental fee of one dollar (\$1.00) payable in advance subject to an annual required minimum use of \_\_\_\_\_ gallons and the terms and conditions set forth in paragraphs 1 through hereunder, which terms and conditions are hereby incorporated in this agreement. If the annual use is less than the required gallons, the annual rental assessed will be \$ \_\_\_\_\_, payable upon invoicing.

In witness hereof, this agreement is executed by the parties hereto the day and year first above written.

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

Customer (Please print): \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

## VALLEY ENERGY LP TANK LEASE AGREEMENT

At the request of the above customer(s), hereinafter called "Customer", Valley Energy, hereinafter called the "Company," having a place of business at: 115 East Main Street, Purcellville, VA 20132 agrees to lease to the customer a liquefied petroleum gas tank as described above, hereinafter called "tank" subject to the following conditions.

1. In Case of an underground propane tank, the following clause takes precedence for this lease. Company agrees to lease the underground propane tank to Customer. Company maintains ownership of underground Propane tank unless Customer wishes to purchase propane tank from Company.
2. In the Case of an above ground propane tank, the following clause takes precedence for this lease. Either party may terminate this agreement at any time by giving the other party thirty (30) days written notice.  
Customer to reimburse Company \$ \_\_\_\_\_ for the installation of lines and equipment, excluding tanks.
3. The "tank" shall be used solely for the storage and handling of liquefied petroleum gas sold by Company.
4. The "tank" shall not be removed from the location shown above. If the "tank" fails to function or otherwise needs repairs or adjustment, Customer agrees to notify Company promptly. Company will make repairs or Adjustments that, in its opinion, are necessary; provided however, if the needs for such repairs or adjustment are occasioned by the negligence, misuse or servicing by the Customer or anyone not authorized by Company, such repairs and adjustments shall be at the Customer's expense. All appliances to be used with and served by the "tank" shall be installed by a competent mechanic experienced in making liquid petroleum gas installations and connections. Customer assumes full responsibility for all connections made to Company's lines for the installation of any appliance unless Customer affords Company opportunity to inspect and supervise such installation and pays Company its regular service charge. The Customer shall be responsible for any loss or damage to the "tank", unless caused by an act of God. Customer shall comply with all regulations and instructions supplied with or attached to the "tank".
5. Company may terminate this agreement immediately and without notice in any of the following events:
  - a. If any product other than liquefied petroleum gas sold by Company is used in the "tank";
  - b. If customer fails to pay any moneys due Company;
  - c. If the "tank" shall be moved from the location shown above without Company's written consent;
  - d. If the "tank" becomes damaged in any manner; or
  - e. If the premises upon which the "tank" is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon the sale, transfer or conveyance of the premises or leave it unoccupied for an extended period.Upon any termination, Customer shall, in accordance with Company's instruction, return the "tank" in as good order and condition as when leased, ordinary wear and tear expected or, Company or it's authorized representative, may without notice or demand, and without legal process, enter any premises where the "tank" is located and take possession of it. Customer expressly waives all claims for damages and all rights under local or other ordinances or laws regulating the removal of the "tank". Company shall not be liable for any damage to the premises necessarily incurred by the removal of the "tank" therefrom. The removal of the "tank" or the termination of this agreement shall not be deemed a waiver by Company of any other remedies provided by law.
6. If Customer fails to meet the minimum use requirements as stated on page 1, the Company may, in its sole discretion, exchange the "tank", for a "tank" more compatible with the Customer's use, or terminate this agreement. This shall apply to above ground equipment only.
7. Customer shall indemnify and save harmless Company, its successors and assigns of any and all liability for claims for loss, damage or injury to persons or property (including but not by way of limitation, Customer, his agents, servants and employees and members of his household or other occupants of the premises upon which the "tank" is located) caused or occasion by any leakage, fire or explosion of any of the products stored in said "tank" or contained or drawn through said "tank" or any attachment or appliance used, connected, installed or furnished herewith which shall occur before notice to Company of any defect in the "tank" or between the time of notice and a reasonable time thereafter within which Company could have repaired or which shall occur by reason of failure of Customer to shut off gas in accordance with such regulations and instructions or which shall be otherwise to observe such regulations or instructions or which shall be the result of negligent damage to or misuse of the "tank" by Customer.
8. This agreement is not assignable or transferable by Customer without written consent of Company. In the event the Customer should sell heir property, this lease shall automatically transfer to the new home buyer.
9. This agreement contains the entire contract between the parties as to the "tank" and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the Customer and accepted by Company. Any waiver of any of the terms of conditions of this agreement shall not be deemed to be a continuing waiver of such terms or conditions or wavier of any other tremor condition hereof.
10. It is understood that all "tanks" leased by this company shall be on an automatic or schedule deliver basis. No leased "tanks" may be will call accounts.

Customer acknowledges receipt of a copy of this agreement, and of the regulations and instructions referred to herein. In consideration of the installation of the "tank" by Company as a herein provided, the owner agree to the terms and conditions hereof.