



209 S Clay St, Marshfield, MO 65706
P: 417-468-2549 F: 417-468-4121

TANK RENTAL AGREEMENT

By and Between Brooks Gas Co. INC. of: MARSHFIELD CONWAY SEYMOUR and:
Customer's Name: _____

Mailing Address: _____

Delivery Address: _____

The customer, whose signature appears below, agrees to the lease from Brooks Gas Co., (The Company) the gas equipment herein described at the terms and conditions set out herein and at the rates applicable to the lease of the equipment described below.

CUSTOMER AGREES:

1. To purchase all LP gas used by customer from Company at Company's current price schedule applicable to territory in which customer is located.
2. The equipment and all accessories, such as, but not limited to, regulator(s) and tank support blocks shall remain the property of the Company.
3. To pay for all LP gas on deliver or receipt of invoice unless otherwise mutually acceptable agreements are made and to make a cash deposit to insure payment if requested by company.
4. To pay any license, permit, or inspection fees or other taxes payable or collectible by Company with respect to use, installation, or storage of Company's equipment or gas.
5. To maintain ingress and egress for Company's equipment and trucks. Company may remove any barrier (such as locks, gates, chains, etc....) to access company's equipment.
6. To purchase all LP gas required from company, but at least one and one-half (1-1/2) times the capacity of the rented or leased tank during any year hereafter.
7. That no changes or alterations will be made to any of the equipment furnished or owned by the Company without the Company's written permission.
8. Not to damage the equipment by Customer's acts or omissions.
9. Company may refuse to connect, supply gas or may disconnect gas if deemed advisable for safety or other reasons.
10. Upon termination of service covered by this agreement, Brooks Gas Company will credit any gas remaining in the propane system at the one-half (1/2) the price for which it was paid less the **pump-out fee on date of equipment removal, to be no less than \$35.00**. There is no fee charged to remove an empty propane system from your premises. **Removal of underground tank will be at customer expense.**
11. That none of the parties hereto shall be held responsible for damages caused by delay or failure to perform hereunder when such delays is due to fire, strike, flood, war, acts of public enemy, acts of God, legal acts of public authority, delay or default caused by public carrier which cannot reasonably be forecast or provided against and other acts beyond the control of the parties or any one or more of the foregoing.
12. That this contract is not assignable without consent of the Company.
13. That this agreement may be terminated at any time by the Customer by giving Company thirty (30) days notice in writing. Company may terminate this agreement at any time by giving the Customer thirty (30) days notice in writing.
14. Non-occupancy by Customer of premises where Company's equipment is installed or breach of any of the other conditions herein contained is grounds for termination of this agreement.
15. No failure or delay in exercising any of Company's rights shall prevent the exercise at a later date nor operate as a waiver thereof.
16. I/We will pay a **FINANCE CHARGE** of 1.5% per month, 18% annual percentage rate, charged on the outstanding balance of your account until paid in full. Buyer agrees to pay a minimum **FINANCE CHARGE** of \$1.00 per month. Customer agrees to pay all reasonable collection, legal, and court costs. Finance charges are subject to change without notification.

COMPANY AGREES:

1. To provide Customer with a reliable supply of LP gas at the Customer's address hereinafter indicated.
2. To furnish LP gas equipment, consisting of, but not limited to, tank regulator and other accessories for use of LP gas by Customer and to furnish without charges for labor or parts any necessary replacements during the life of this contract.

IT IS MUTUALLY AGREED:

1. Company may also terminate or shutoff supply of gas at any time for any of the following reasons: (a) Non-payment of any charges owed by Customer to Company AND/OR (b) Non-occupancy by Customer of premises where Company's equipment is installed or breach of any of the other conditions herein contained.

TANK INFORMATION:

1. Tank Size _____ Serial Number _____ Manufacturer _____
2. Installation and lease charge (Non-refundable) _____
3. Monthly Rental Fee \$ _____ plus any applicable tax.

The customer, whose signature appears herein, agrees to comply with terms and conditions pertaining to the installation and lease or rental of the equipment described above and further agrees to pay such charges and deposit fees as are set out herein for lease or rental of such equipment from Brooks Gas Co., hereafter called THE COMPANY. The Company reserves the right, at all times, to cancel this agreement upon the customer's failure to comply with all the terms and conditions, but the cancellation of this agreement by the company for customer's failure to comply in no way cancels any obligation of the customer to the company for services rendered by the company prior to the cancellation of this agreement.

Applicant Date

Co-Applicant Date

Applicant (Printed) Date

Co-Applicant (Printed) Date

Brooks Gas Company Date