



LAWN MOWER EQUIPMENT AGREEMENT

This Equipment Agreement is made as of _____, 20____, by and between _____ ("Company"), and the Customer whose signature appears below. Customer desires to lease from Company certain equipment for Customer's convenience in converting Customer's equipment to utilize Liquified Petroleum Gas ("LPG") to be purchased from Company, and Company agrees to provide such equipment to Customer on the terms and conditions set forth herein. For good and valuable consideration, Company and Customer agree as follows:

1. Company hereby has delivered to Customer and/or installed on Customer's lawn maintenance equipment ("Customer Equipment") the following described equipment to be used exclusively to power the Customer Equipment utilizing liquified petroleum gas to be purchased by Customer from Company:

SERIAL NUMBER	MANUFACTURER	SERIAL NUMBER	MANUFACTURER

together with all valves, hoses and regulation equipment attached thereto (collectively, together with all additions to, modifications of, and replacements of such items, the "Equipment").

2. Customer is hereby granted a revocable license to use said Equipment at no charge for such period of time as Customer purchases its LPG requirements for the Customer Equipment from Company which shall consist of not less than 600 gallons of LPG per year (prorated for any partial year) (the "Minimum LPG Commitment"). In the event Customer: (a) ceases to utilize the Equipment; (b) fails to purchase the Minimum LPG Commitment in any calendar year; (c) seeks to sell or transfer the Equipment without Company's prior written consent; or (d) violates any other agreement made by Customer herein, the Customer shall be in default of this Agreement. Upon any such default Customer agrees to make the Customer Equipment available upon Company's request and allow Company to remove the Equipment from the Customer Equipment. The Equipment may be purchased at any time from the Company for \$1,800.00. If Customer fails to meet the Minimum LPG Commitment, Company may, in its discretion, terminate this agreement or charge Customer a yearly rental fee for the Equipment.

3. The initial term of this agreement shall be for one year, commencing on the date set forth above, and shall automatically renew for additional one year terms for as long as Customer continues to utilize the Equipment in compliance with this Agreement.

4. The additional provisions on the reverse side hereof constitute a part of this Agreement and are incorporated fully herein by reference.

AGREED:

(CUSTOMER)

PRINT NAME: _____

Company Name: _____

ADDRESS: _____

(COMPANY)

By _____

NAME

TITLE

DISCRIPTION OF LAWN EQUIPMENT PROPANE SYSTEM WAS INSTALLED ON:

Brand of Equipment: _____

Model Number: _____

Serial #: _____

Engine Information: _____

WARNING

THE INTENSITY OF ETHYL MERCAPTAN STENCH (PROPANE'S ODOR) MAY FADE DUE TO CHEMICAL OXIDATION, ADSORPTION OR ABSORPTION: SOME PEOPLE HAVE NASAL PROBLEMS AND MAY NOT BE ABLE TO SMELL THE ETHYL MERCAPTAN STENCH (PROPANE'S ODOR). OTHER ODORS MAY MASK OR HIDE THE ETHYL MERCAPTAN STENCH (PROPANE'S ODOR). WHILE ETHYL MERCAPTAN (PROPANE'S ODOR) MAY NOT IMPART THE WARNING OF THE PRESENCE OF PROPANE IN EVERY INSTANCE, IT IS GENERALLY EFFECTIVE IN A MAJORITY OF SITUATIONS. FAMILIARIZE YOURSELF WITH THE SMELL OF PROPANE. ASK YOUR COMPANY REPRESENTATIVE FOR MORE INFORMATION ABOUT THE ODOR OF PROPANE AND THE OTHER SAFETY CONSIDERATIONS ASSOCIATED WITH THE USE OF PROPANE.

In consideration of Company agreeing to provide the Equipment to Customer and supply liquified petroleum gas to Customer, Company and Customer agree:

1. Company is the owner of the Equipment and title thereto shall at all times remain in Company. Customer shall keep the Equipment free and clear of all liens, encumbrances, pledges and security interests. The Equipment shall remain personalty and shall not become part of the Customer Equipment, regardless of the fact that it be attached thereto.

2. Customer agrees it will not make or permit any adjustments, modifications, repairs, connections, or disconnections of any kind to be made to the Equipment except by Company or its authorized representatives.

3. Customer agrees to inform Company immediately of any damage to the Equipment. Customer agrees to follow the procedures in the safety material provided by Company any time Customer smells odorized l.p. gas or otherwise believes the Equipment to be damaged or malfunctioning.

4. Customer shall pay for l.p. gas delivered by Company at Company's prevailing prices to like customers in the area within current credit terms.

5. Customer agrees that Company may, at its discretion and without notice, cease delivery of l.p. gas, shut off the l.p. gas supply, or terminate this agreement at any time for any of the following causes:

- (a) Customer's failure to abide by this agreement.
- (b) Failure to pay in full as and when due any charges for l.p. gas, equipment rent, related services or other charges hereunder.
- (c) If any gas other than that of Company is used by Customer in the Equipment without Company's authorization.
- (d) If a lien upon the equipment is foreclosed, or if there is a sale or other transfer or conveyance of the equipment.

6. Upon termination of this Agreement for any reason, Company or its authorized representative may, without notice or demand, and without legal process, enter the premises of Customer where the Equipment is located and take possession of and remove the same. Customer expressly waives all claims for damage and waives all rights under local, or other, ordinances or laws regulating the removal of the Equipment, and it is expressly agreed that the removal of the Equipment, or the termination of this agreement shall not be deemed to be a waiver by Company of other remedies provided by law.

7. Customer agrees to indemnify, defend and hold the Company and its affiliates harmless from and against any claims, demands, actions and liability for damages due to damage to property (including the Equipment) or injury to or death of any person, arising out of or in any way connected with: (a) Customer's use or operation of the Customer Equipment, the Equipment, or the storage of l.p. gas therein, except to the extent resulting from the gross negligence of Company or its agents; (b) failure of Customer to abide by the terms and conditions of this agreement; and (c) removal of the Equipment from Customer's premises, except to the extent resulting from the gross negligence of Company.

8. Customer warrants that this agreement is not a violation of any existing contract for the purchase of l. p. gas or installation of l.p. gas equipment.

9. Company's obligation to perform under this agreement is subject to strikes, accidents, delays, Acts of God, or other causes beyond its control and Company shall have no liability for failure of Company to perform as a result of said causes.

10. THIS AGREEMENT IS NOT ASSIGNABLE OR TRANSFERABLE BY CUSTOMER WITHOUT COMPANY'S WRITTEN CONSENT.

11. THE EQUIPMENT IS PROVIDED TO CUSTOMER IN ITS AS-IS, WHERE-IS CONDITION. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED. THERE IS NO

WARRANTY THAT THE EQUIPMENT IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

12. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

12. This agreement shall be governed by and construed in accordance with the laws of the State where state in which Company's branch office executing this Agreement is located.