

PROPANE DISPENSING STATION AND MOTOR FUEL ADDENDUM COMMERCIAL / INDUSTRIAL USERS

Date: _____

The undersigned member of the Lampton-Love group of affiliated companies ("Company") and the customer named below ("Customer") have entered into a Tank Agreement pursuant to which Company leases to Customer certain propane tank(s) and equipment as described therein for the purpose of enabling Customer to operate a retail propane cylinder filling station and/or motor fueling station (the "Facility"). Customer acknowledges that its execution of this Addendum is being required by Company as a condition of continuation of the Tank Agreement in accordance with its terms.

Customer agrees that it shall strictly adhere to, and require its employees and customers to adhere to, these policies and procedures set forth below when filling cylinders / tanks and selling propane gas and otherwise operating the Facility.

Customer agrees to:

1. Never let anyone fill propane tanks unless he/she is a fully trained authorized representative of Customer.
2. Contact Company before allowing any new employee(s) to fill cylinders/tanks, so that these employees can be properly trained to fill cylinders/tanks.
3. Ensure that the equipment is properly attended or properly locked when not attended.
4. Ensure that an 18 B:C fire extinguisher is kept at the filling station at all times and is recertified and inspected as required.
5. Never fill a cylinder while there is smoking, open flames, metal cutting/welding, portable electric tools, extension lights within 25 feet of the point of transfer.
6. Always inspect a cylinder thoroughly and will refuse to fill a cylinder when it does not completely pass a visual inspection.
7. Never fill a cylinder that needs to be requalified (Customer acknowledges that a cylinder must be requalified 12 years after the date of manufacture and 5 years after a visual inspection.)
8. Never fill a cylinder or tank to over 80%.
9. Make arrangements for any insurance coverages required by law or otherwise desired by Customer. Customer acknowledges that neither it, its business, nor its employees are covered individually by Company's liability insurance coverage.
10. Notify Company if any leaks, electrical problems or any other unsafe condition exists with dispensing system.

Customer's failure to strictly comply with these policies and procedures shall be grounds for immediate termination of the Tank Agreement by Company and may subject Customer to litigation.

Customer agrees that it has reviewed this agreement and fully understands its responsibility in operating a propane dispensing station and agrees to adhere to these policies and procedures. Customer acknowledges that it and its employees have received proper training and can dispense propane properly in accordance with this Addendum and all applicable laws. The relationship between Company and Customer is solely that of lessor/lessee and vendor/vendee, and shall not be construed as any partnership, joint venture or agency relationship.

Customer agrees to indemnify, defend and hold harmless Company, its parent and affiliated companies, and their respective agents and employees from any claims, demands, expenses (including attorneys fees) actions and liability for damages to persons or property which result from or arise out of Customer's operation of the Facility or failure to abide by the provisions of this Addendum or applicable laws, except damages that are the direct result of the negligence of Company.

This Addendum and the Tank Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

CUSTOMER:

Customer Representative

COMPANY:

Company Name