

# FORD'S FUEL SERVICE and/or FORD'S PROPANE GAS, INC.

## CUSTOMER EQUIPMENT AGREEMENT

Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

At the request of the customer, \_\_\_\_\_, hereinafter called "Customer", Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc., having a place of business at (circle one), North Myrtle Beach / Loris / Supply, agrees to lease, unless purchased, to the customer the equipment listed on the estimate, hereinafter called "Equipment", subject to the following conditions:

1. Either party may terminate this agreement at any time by giving the other party thirty (30) days prior written notice.
2. Leased equipment shall be used for the storage and handling of products sold by Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. The equipment is and shall remain the property of Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. The installation charges provided for herein shall not be considered a deposit and will not be refunded upon termination of this agreement.
3. Leased equipment shall not be removed from the location listed in the Customer Packet. If the equipment fails to function or otherwise needs repairs or adjustment, Customer agrees to notify Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. will make repairs or adjustments which, in its opinion, are necessary; provided however, if the need for such repairs or adjustment is occasioned by negligence, misuse or servicing by the Customer or anyone not authorized by Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc., such repairs and adjustments shall be at the Customer's expense.  
All appliances to be used and served by the equipment shall be installed by a certified technician experienced in making gas tight installations and connections. Customers assume full responsibility for all connections made to Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. lines for the installation of any appliance unless Customer affords Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. an opportunity to inspect and supervise such installation and pays Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. its regular service charge. The Customer shall be responsible for any loss or damage to the equipment, unless caused by an act from God. Customer shall comply with all regulations and instructions supplied with or attached to the equipment.
4. Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. may terminate this equipment immediately and without any notice in any of the following events:
  - a) If any product is used in the equipment other than sold by Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc.
  - b) If Customer fails to pay any monies due Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc.
  - c) If the equipment shall be moved from the location shown on the reverse hereof without Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. written consent.
  - d) If the premises upon which the equipment is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon sale, transfer or conveyance of the premises, or if the Customer shall move from the premises or leave it unoccupied for an extended period.  
Upon any termination, Customer shall, in accordance with Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. instruction, return the equipment in as good order and condition as when loaned, ordinary wear and tear expected; or Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. or its authorized representative, may without notice or demand, and without legal process, enter any premises where the equipment is located and take possession of it. Customer expressly waives all claims for damages and all rights under local and other ordinances or laws regulating the removal of the equipment. Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. shall not be liable for any damage to the premises necessarily incurred by the removal of the equipment therefrom. The removal of the equipment or the termination of this agreement shall not be deemed a waiver by Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. of any other remedies provided by law.
5. The installation charge of this agreement is based upon an estimate and is subject to change, depending upon alternate sums such as, but not limited to, appliances, labor and materials.
6. I certify that I will hold Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc., harmless for any damages done to my property for the sole purpose of installation, and/or delivery of fuel. This includes, but is not limited to electric lines, water lines, concrete driveways, and/or whatever that is not properly marked. \_\_\_\_\_
7. Equipment Maintenance Fee. If equipment is leased, I agree to pay the Equipment Maintenance Fee. This fee covers any cost associated with keeping the tank in working order for the life of the tank.
8. I understand, if my account becomes delinquent, I will be responsible for any and all collection/court costs in addition to all account balances, an eighty dollar tank pickup fee, plus maximum allowable interest rate by the state. \_\_\_\_\_
9. Customer shall indemnify and save harmless Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc., its successors and assigns, of and from any and all liability for claims for loss, damage or injury to persons or property (including, but not by way of limitation, Customer, his agent, servants and employees and members of his household or other occupants of the premises upon which the equipment is located) caused or occasioned by any leakage, fire or explosion of any of the products stored in said equipment or contained or drawn through said equipment or any attachment or appliance used, connected, installed or furnished therewith which shall occur before notice to Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. could have repaired or which shall occur by reason of failure of Customer to shut off gas or other petroleum product in accordance with such regulations or otherwise to observe such regulations or instructions which shall be the result of negligent damage to or misuse of the equipment by the Customer.
10. This agreement is not assignable or transferable by Customer without the written consent of Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc.
11. This agreement contains the entire contract between parties as to the equipment 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 Ford's Fuel Service, Inc. and/or Ford's Propane Gas, Inc. Any waiver of any of the terms or conditions of this agreement shall not be deemed to be a continuing waiver or such terms or conditions or a waiver of any other term or condition hereof.

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Customer acknowledges a receipt of a copy of this agreement, and all the regulations and instructions referred to herein.

**FORD'S FUEL SERVICE, INC. AND/OR FORD'S PROPANE GAS, INC.**

**CUSTOMER**

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