



Tel: (506) 634-7275
(866) 634-7275
Fax: (506) 634-8398
info@parkfuels.com
www.parkfuels.com

P.O Box 2241
Saint John, NB
Canada E2L 3V1

PROPANE DELIVERY, RENTAL AND SERVICE AGREEMENT

CUSTOMER INFORMATION

ACCOUNT #

FIRST NAME

MIDDLE NAME

LAST NAME

ADDRESS

DELIVERY ADDRESS IF DIFFERENT THAN ABOVE

DESCRIPTION OF EQUIPMENT DELIVERY, RENTAL AND SERVICE

Propane Delivery Terms ("Product"):	Market Variable Pricing
Propane Equipment Rental Terms ("Equipment"): Model #:/Serial #:	\$
Propane Equipment Service Terms ("Service"): Parts Protection Plan:	\$





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The term of this Agreement shall be for a _____ year period commencing on _____ (the "Term") and shall automatically renew subject to the General Terms and Conditions.

Customer hereby agrees to purchase the Propane, rent the Equipment and/or requests the Services described above subject to the above and the General Terms and Conditions attached and forming part of this Agreement.

I have read, understand and agree to the terms hereof.

DATE

CUSTOMER NAME (PLEASE PRINT)

DATE

CUSTOMER SIGNATURE

DATE

**PARK FUELS PROPANE
REPRESENTATIVE SIGNATURE**

DATE





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GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall be for the Term and automatically renew for successive one year terms unless terminated by written notice at least 180 days prior to the end of the then current term or unless otherwise terminated in accordance with this Agreement.

2. Exclusive Provider. Customer agrees that the pricing and terms offered to Customer are based on (and it is a fundamental term hereof) that Customer will purchase Customer's entire requirements for Propane from Park Fuels Propane at its prevailing prices as amended from time to time, subject to any applicable fees, tariffs and surcharges, and related costs. The Customer understands that fuel and gas prices and the fees payable hereunder are based on general commodity prices and may be subject to unexpected and sharp price fluctuations. Customer agrees not to allow any party other than Park Fuels Propane to deliver Propane into the Equipment during this Agreement. In the event the Customer receives a bona fide offer from a supplier of like Propane or Equipment to replace Park Fuels Propane as the Customer's supplier of Propane and Equipment as at the end of the then applicable Term, the Customer shall provide Park Fuels Propane with a copy of the offer, and Park Fuels Propane shall have the option to match the competitors offer within 30 days from the date that Park Fuels Propane received notice of the offer.

3. Payment and Credit. Customer will pay all amounts due on or before the 30th day following invoice to Customer and agrees that service charges will be payable on all overdue balances calculated at the rate of 2.00% per month compounded monthly (26.82% annually). In addition to any other remedies, Park Fuels Propane may suspend further deliveries of Propane, without notice, and may terminate this Agreement for nonpayment. Customer expressly authorizes Park Fuels Propane to obtain from, and disclose to, any credit or customer reporting agency any and all information pertaining to Customer's credit standing.

4. Equipment.

(1) Park Fuels Propane will loan the Equipment to Customer and Customer shall pay all Equipment fees and costs (including installation and any removal costs) at Park Fuels Propane prevailing rates, as amended from time to time. Customer agrees that all Equipment and all replacements or substitutions, shall remain the sole property of Park Fuels Propane. No Equipment shall be removed from any Customer Location without the prior written consent of Park Fuels Propane. Park Fuels Propane has the right to register a security interest and any other notice indicating ownership in the Equipment. Prior to selling or mortgaging the Customer Location, Customer shall inform Park Fuels Propane in writing of the name of such prospective purchaser or mortgagee and provide them a copy of this Agreement.

(2) Encumbrances; Maintenance. Customer shall (i) maintain the Equipment in good condition and repair and not permit its value to be impaired, (ii) keep the Equipment free of any and all liens or encumbrances other than in favor of Park Fuels Propane, (iii) pay and discharge when due all fees, costs, taxes, levies and other charges upon the Equipment; (iv) not sell, rent or otherwise dispose of the Equipment, and (v) not permit the Equipment to be used in violation of any law, regulation or policy of insurance or the terms hereof.

(3) Return or Removal of Equipment. Upon termination of this Agreement for any reason, Customer shall return the Equipment in good condition, (ordinary wear and tear excepted). Park Fuels Propane or its agents shall have the right to



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enter upon the Customer Location without notice and take possession of and remove the Equipment and may charge the Customer reasonable fees and costs for any such services or activities. Such repossession and removal shall be without liability on the part of Park Fuels Propane and without prejudice to Park Fuels propane's right to pursue any other remedies. If Park Fuels Propane is prevented from repossessing such Equipment or if the Equipment is lost, stolen, damaged or destroyed, Customer shall pay to Park Fuels Propane the then current replacement value of the Equipment and in addition to any other remedies, Park Fuels Propane may immediately terminate this Agreement. In the event that Park Fuels propane disconnects, repossesses and/or removes any part of the Equipment pursuant to any provision of this Agreement, CUSTOMER HEREBY RELEASES PARK FUELS PROPANE FROM ANY AND ALL LIABILITY FOR DAMAGE OR LOSS CAUSED TO THE CUSTOMER OR THE PROPERTY OF CUSTOMER AS A RESULT OF SUCH DISCONNECTION, REPOSSESSION AND/OR REMOVAL AND DOES FURTHER INDEMNIFY AND SAVE HARMLESS PARK FUELS PROPANE AGAINST ANY AND ALL CLAIMS FOR DAMAGE WHATSOEVER CAUSED TO THIRD PARTIES OR THE PROPERTY OF THIRD PARTIES, WHICH RESULT FROM SUCH DISCONNECTION, REPOSSESSION AND/OR REMOVAL, WHETHER OR NOT SUCH DAMAGE IS CAUSED BY PARK FUELS PROPANE, ITS EMPLOYEES, AGENTS OR CONTRACTORS.

(4) Loss or Damage; Insurance. CUSTOMER ASSUMES ALL RISK OF, AND SHALL REPORT PROMPTLY TO PARK FUELS PROPANE, ANY LOSS OF OR DAMAGE TO THE EQUIPMENT. Customer shall keep the Equipment and Park Fuels Propane's interest in its insured against fire, theft, physical damage and other hazards under policies listing Park Fuels Propane as loss payee or additional insured, with such provisions, for such amounts, and shall furnish to Park Fuels Propane evidence of such insurance satisfactory to Park Fuels Propane. Such insurance shall provide for a minimum of 30 days written notice of cancellation, lapse or expiration to Park Fuels Propane. Customer assigns (and directs any insurer to pay) to Park Fuels Propane. Customer's interest in the proceeds of all such insurance. Park Fuels Propane is authorized in the name of Customer or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or to cancel same after the occurrence of a default by Customer hereunder.

5. Equipment Maintenance and Service. Park Fuels Propane shall service, maintain and inspect the Equipment at the Customer Location, for which Park Fuels Propane shall charge Customer its then current service fees. Park Fuels Propane shall have the right during the period of this Agreement and after termination to evacuate any Propane or to install, connect, replace or remove any Equipment as it deems necessary for safety or any other reason in its sole discretion and may charge Customer its then current service fees for this service. No adjustments, movements, repairs or replacements shall be made to any Equipment, except by Park Fuels Propane. Customer agrees to inform Park Fuels Propane immediately of any defects or required repairs to the Equipment. Customer shall bear the risk of, be liable for and pay the cost of loss, repairs or damages to the Equipment made necessary by the acts of third persons, or resulting from the willful or negligent acts or omissions of the Customer.

6. No Warranties. THERE ARE NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROPANE OR THE EQUIPMENT, OR THE INSTALLATION, OR THE MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE FOREGOING. Park Fuels Propane assumes no liability or responsibility for any warranty extended by any manufacturer of the Equipment and Customer relies solely upon the manufacturer of the Equipment for any such warranty.

7. Default.

(1) In the event Customer fails to comply with the terms and conditions of this Agreement; or is in insolvent circumstances;



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or upon the sale, transfer, or other conveyance of the Customer Location; or Customer fails to maintain applicable required insurance or fails to comply with the requirements of any such insurance; or any other event occurs that causes Park Fuels Propane, in good faith, to consider that payment or performance of the Customer's obligations is impaired or that the Equipment is at risk. Park Fuels Propane may, without notice and without legal process, enter the Customer Location, disconnect, repossess and/or remove all or any portion of the Equipment supplied under this Agreement, remove any Propane contained in the Equipment.

(2) Collection Expenses. Customer shall reimburse Park Fuels Propane for any expense incurred by Park Fuels Propane in protecting or enforcing its rights under this Agreement including, without limitation, legal expenses on a solicitor and his own client basis, and all expenses of taking possession of the Equipment, and all expenses incurred in collecting the obligations of the Customer, and all such expenses shall form part of the Customer's obligations and bear interest at the default rate described in section 3 above.

8. Risk of Loss. All risk of loss or damage arising from any Propane or Equipment delivered or loaned to Customer hereunder shall pass to Customer upon delivery into the Customer's storage vessel or delivery of Equipment to the Customer Location. The delivery of any Propane or Equipment by Park Fuels Propane shall constitute Customer's purchase of the Propane.

9. Liability/Indemnity. CUSTOMER ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE STORAGE AND USE OF PROPANE AND THE PRESENCE AND/OR USE OF THE EQUIPMENT, THAT IT UNDERSTANDS SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF CUSTOMER TO WARN AND PROTECT ITS INVITEES, GUESTS AND OTHERS EXPOSED TO SUCH HAZARDS. CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSSES, CLAIMS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF CUSTOMER OR OTHERS, EITHER DIRECT, INDIRECT, ECONOMIC OR CONSEQUENTIAL, ARISING OUT OF DELIVERY, NON-DELIVERY, HANDLING, CARE, STORAGE INSTALLATION, OPERATION, REPOSSESSION, PRESENCE OR USE OF PROPANE OR EQUIPMENT, OR FROM ANY DEFECT THEREIN OR IN ANY PART THEREOF, AND PARK FUELS PROPANE SHALL NOT BE LIABLE FOR ANY AFOREMENTIONED LOSSES, CLAIMS, DAMAGE OR INJURY WHATSOEVER. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS PARK FUELS PROPANE AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL LOSS, THEFT, DAMAGE OR DESTRUCTION OF THE EQUIPMENT OR ANY PART THEREOF. CUSTOMER SHALL ALSO INDEMNIFY PARK FUELS PROPANE AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS AND LIABILITIES OF WHATEVER KIND SUFFERED BY PARK FUELS PROPANE, ITS AGENTS, EMPLOYEES OR CONTRACTORS AT ANY TIME IN CONNECTION WITH, DUE TO, OR AS A RESULT OF THE PROPANE OR THE EQUIPMENT OF THE DELIVERY, HANDLING, CARE, STORAGE, INSTALLATION, REMOVAL, MAINTENANCE, EXISTENCE, OPERATION, FAILURE OF OPERATION, USE OF OR DEFECT IN THE PROPANE OR THE EQUIPMENT OR THE REMOVAL OF ANY OTHER EQUIPMENT THAT IS REPLACED BY THE EQUIPMENT, **EXCEPT ONLY** AS HAS RESULTED FROM THE GROSS NEGLIGENCE ON THE PART OF PARK FUELS PROPANE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS. Customer shall promptly notify Park Fuels Propane of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Agreement or the Equipment of which Customer has notice.

10. Assignment. Customer may not assign this Agreement without the express, prior written consent of Park Fuels Propane. Park Fuels Propane may assign this Agreement in whole or in part without notice to Customer. This Agreement shall enure to the benefit of, and be binding upon each party to this Agreement and its respective heirs, executors, successors and assigns.



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11. Force Majeure. Neither party shall be held liable for any failure or omission in the performance of this Agreement (excluding non-payment of amounts when due), if such failure is caused by or shall arise, directly or indirectly, from acts of God, terrorism, wars, riots, labour disputes, shortage of labour, materials or supplies, inclement weather, including snow, ice, storms, floods or impossible conditions, equipment failure or malfunction, failure of suppliers, storage facilities, pipelines or carriers to transport or furnish Propane, or other contingencies beyond the reasonable control of the parties, which would make performance commercially impractical.

12. General Terms. Park Fuels Propane's exercise of any rights in this Agreement shall be without prejudice to any other rights available by law or by this Agreement. This Agreement shall be governed by the laws of the Province of New Brunswick. Each provision of this Agreement is distinct and severable. Any provision of this Agreement prohibited by any applicable statute, law, by-law, or regulation of any applicable governmental authority shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.

13. Entire Agreement. This Agreement sets forth the entire understanding between Park Fuels Propane and Customer regarding the subject matter hereof and there are no other promises, representations, warranties, agreements or conditions affecting this Agreement or binding upon Park Fuels Propane unless expressly contained in this Agreement. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties, and a waiver of any default hereunder by Park Fuels Propane shall not constitute a waiver of any other prior or subsequent default. Customer authorizes Park Fuels Propane to insert in this Agreement the serial number and/or model number of any Equipment if such information is unknown when this Agreement is executed, or to correct any errors in such number or any other patent errors in the description of the Equipment.