



Cenex Convenience Stores
Marathon Convenience Stores

Bulk Fuel Delivery
Bulk Propane Delivery

LP GAS TANK LEASE AGREEMENT

Lessor: Petro Serve USA
1772 W. Main Ave
West Fargo, ND. 58078

Lessee: Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Reference # _____

1. **LEASE AND DISCRPTION OF PROPERTY**, THE LESSOR HEREBY LEASES TO THE LESSEE AND THE LESSEE HEREBY LEASES FOR THE LESSOR, THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE FOLLOWING PERSONAL PROPERTY:
 2.
 - a) ONE _____ GALLON LP GAS TANK, SERIAL NUMBER _____, MANUFACTURED BY _____, YEAR _____
 - b) _____ (HEREINAFTER, THE LEASE PROPERTY) FOR USE ON THE PREMISES OF _____ WHOSE ADDRESS IS _____ CITY OF _____ COUNTY OF _____ STATE OF _____, (HEREINAFTER, THE PREMISES), FOR A TERM OF _____ YEAR(S). THE LESSOR MAY FROM TIME TO TIME SUBSTITUTE OTHER PROPERTY OF SIMILAR DESCRIPTION FOR THE LEASED PROPERTY, OR ANY PERT THEREOF, AND SUBSTITUTED PROPERTY SHALL THEREUPON BECOME THE LEASED PROPERTY WHICH IS SUBJECT TO THIS AGREEMENT.
 3. **LEASE PAYMENTS**. THE LESSEE SHALL PAY THE LESSOR THE FOLLOWING AMMOUNTS:
 - a) LEASE FEE (PAYABLE AT EXECUTION OF THIS AGREEMENT) BILLED THERE AFTER EACH (MONTH) _____ \$ _____ PLUS TAX
 - b) TOTAL OTHER CHARGES (DESCRIPTION) _____ \$ _____
 4. **MAINTENANCE AND SERVICE**. THE LESSOR SHALL INSTALL THE LEASED PROPERTY ON THE PREMISES IN A MANNER CONSISTENT WITH RECOGNIZED SAFETY STANDARDS EXISTING AT THE TIME OF INSTALATION. THE LESSOR SHALL BE RESPONSIBLE FOR MAINTENANCE & SERVICE OF THE LEASED PROPERTY, AND SHALL UNDERTAKE ALL NECESSARY REPAIRS TO KEEP THE LEASED PROPERTY IN WORKING CONDITION AS A LIQUEFIED PETROLEUM GAS SYSTEM.
 5. **NO OPTION TO PURCHASE**. THE LESSEE SHALL HAVE NO OPTION TO PURCHASE THE LEASED PROPERTY.
 6. **TERMINATION**. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY HERETO AT ANYTIME WITHOUT CAUSE BY THIRTY (30) DAYS NOTICE IN WRITING TO THE OTHER PARTY, WHICH NOTICE SHALL BE DELIVERED IN PERSON OR MAILED, POSTAGE PREPAID, TO THE OTHER PARTY'S ADDRESS SHOWN ABOVE. EITHER PARTY MAY DELIVER, IN PERSON OR BY MAIL, WRITTEN NOTICE OF SUCH PARTY'S NEW ADDRESS TO THE OTHER PARTY, IN WHICH CASE ANY MAILED NOTICE UNDER THIS PARAGRAPH SHALL BE SENT TO SUCH NEW ADDRESS. SUBJECT TO ANY NECESSARY NOTICE OF DEFAULT AND RIGHT TO CURE UNDER THE PROVISIONS OF STATE LAW, THE LESSOR MAY TERMINATE THIS AGREEMENT IN THE EVENT THE LESSEE VIOLATES THE STATE LIQUEFIED
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PETROLEUM GAS ACT BY FILLING, OR PERMITS ANY PERSON OTHER THAN THE LESSOR OR ITS AUTHORIZED AGENTS FILL, THE LEASED PROPERTY WITH ANY SUBSTANCE.

- 7. **RIGHTS OF LESSOR.** THE TITLE TO THE LEASED PROPERTY IS AND SHALL AT ALL TIMES REMAIN IN THE LESSOR, AND LESSEE SHALL OWN NO INTEREST IN THE LEASED PROPERTY, OR ANY PART THEREOF, EXCEPT HIS INTEREST THEREIN AS LESSEE UNDER THIS AGREEMENT. THE LESSEE SHALL NOT SUFFER OR COMMIT ANY WASTE OR DAMAGE OF OR TO THE LEASED PROPERTY. SHOULD LESSEE CAUSE THIS LEASED PROPERTY TO BE DAMAGED OR DESTROYED, LESSEE AGREES TO REPAIR SAID DAMAGE OR REPLACE THE LEASED PROPERTY. IF THE LESSEE FAILS TO DO SO WITHIN 15 DAYS OF DAMAGE OR DESRTUCTION, LESSOR SHALL MAKE REPAIRS OR REPLACE PROPERTY AND BILL LESSEE FOR ALL COST AND EXPENSES INCURRED BY LESSOR. THE LESSOR'S AGENTS MAY, AT ANY TIME, ENTER THE PREMISES IN ORDER TO SUBSTITUTE THE LEASED PROPERTY, INSPECT THE LEASED PROPERTY AND THE MANNER OF ITS USE, AND REPOSSESS THE LEASED PROPERTY UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.
- 8. **SURRENDER.** UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT, POSSESSION OF THE LEASED PROPERTY SHALL BE PEACEABLY AND QUIETLY SURRENDERED TO THE LESSOR, PROVIDED HOWEVER, THAT IN SUCH EVENT THE LESSEE SHALL NOT BE UNDER AN OBLIGATION TO REMOVE THE LEASED PROPERTY FROM THE PREMISES OR TO DELIVER THE LEASED PROPERTY TO OR AT THE DIRECTION OF THE LESSOR.
- 9. **OTHER TERMS.** THE LEASED PROPERTY SHALL NOT BE CONSIDERED A FIXTURE OR AN APPURTENANCE TO REAL ESTATE TO WHICH IT MAY BE ATTACHED. THE LESSEE SHALL NOT MOVE OR REMOVE THE LEASED PROPERTY FROM THE PREMISES WITHOUT THE PRIOR CONSENT OF THE LESSOR ENDORSED HEREON. THE LESSOR RETAINS THE SOLE RIGHT TO FILL THE LEASED PROPERTY. THE LESSEE SHALL NEITHER FILL THE LEASED PROPERTY WITH SUBSTANCE, NOR PERMIT THE LEASED PROPERTY TO BE FILLED WITH ANY SUBSTACE BY ANY PERSON OTHER THAN THE LESSOR OR ITS AUTHORIZED AGENTS.
- 10. **PREVIOUS AGREEMENTS.** LESSOR AND LESSEE HEREBY AGREE THAT THE PREVIOUS AGREEMENTS, WRITTEN OR ORAL IF ANY, BETWEEN SAID PARTIES REGARDING CONSUMER LP GAS SYSTEMS ARE HEREBY TERMINATED, AND THE TERMS OF THIS LEASE AGREEMENT SUPERSEDE ANY PREVIOUS AGREEMENTS. THE LESSEE ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS AGREEMENT.

NOTICE TO CONSUMER: (a) DO NOT SIGN THIS PAPER BEFORE YOU READ THE WRITING ABOVE EVEN IF OTHERWISE ADVISED; (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES; (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

DATE _____

LESSEE _____

DATE _____

LESSEE _____

LESSOR PETRO SERVE USA OF WEST FARGO, ND.

BY _____

IT'S _____

CORPORATE OFFICE

1772 WEST MAIN AVE – WEST FARGO, NORTH DAKOTA 58078

701-282-3201

MAILING ADDRESS

PO BOX 967 WEST FARGO, NORTH DAKOTA 58078-0967