



Propane Supply Agreement and Equipment Lease

This agreement dated the _____ of _____ 20_____ between MacDonnell Fuels Ltd &

	&	
Customer Name (Customer)		Co-customer Name (Customer)
Billing Address		Equipment Location
Address		Address
City/ Town Prov. Postal Code		City/ Town Postal Code
Telephone		Telephone

1. The undersigned, hereinafter called "the Customer" requests MacDonnell Fuels Ltd. hereinafter called "the Company" to install and service the equipment listed below; hereinafter called "the Equipment". The equipment is rented for the sum and period outlined below plus applicable taxes, such rental fee being fixed for the life of the Equipment, while at the customer's location. The company hereby leases the Equipment identified below to the customer for their use:

<u>Equipment Type</u>	<u>Make/Size</u>	<u>Model</u>	<u>Serial Number</u>	<u>Rental Fee</u>	<u>Period</u>
					O Annual
					O Annual
					O Annual
					O Annual
					O Annual

2. The Company agrees to sell, and the Customer agrees to buy exclusively from the Company all fuel used through the Equipment at the Company's posted market price in effect from time to time at the time and place of each delivery.
3. The Customer agrees to take reasonable precaution to protect the Equipment and agrees to pay for repair or replacement of the Equipment if it becomes damaged or destroyed while in service at the Customer's location. The customer agrees to advise immediately of any fault or defect in the Equipment and that only MacDonnell Fuels Ltd. Shall have right of access and egress to repair the Equipment.
4. Manufacturer's warranty, if any, applies to the sale of Equipment in lieu of any warranty from MacDonnell Fuels Ltd.
5. The Company agrees to put forth its best efforts to service the customer, but neither party shall be liable for failure or delay in performance through acts of God, strikes, labour disturbances, boycotts, unavoidable accidents, riots, wars, shortage of labour, materials or supplies, inclement weather, including snow, ice, flooding, impassable road conditions preventing delivery or for any other cause beyond control of either party. The Customer releases and indemnifies the company from any and all claims by the Customer or any other person for damages or injury (direct, indirect or consequential) resulting from:
 - i) failure of the equipment identified herein or
 - ii) damage and/or misuse of the Equipment or fuel, whether by act or omission
6. This Agreement is for a term of one year and is automatically renewed for successive terms of one year unless either party to the Agreement gives thirty days written notice to the other party. During the Agreement term the Equipment may be purchased for the current price less ten percent annual depreciation to a minimum of twenty five percent of the Equipment value.
7. The installation cost of the equipment that the Customer is indebted for is \$ _____ (See Additional Provision 4)
8. The additional provisions on the reverse side are part of this agreement and are binding upon both parties.

Print Customer Name	Print Co-customer Name
Customer Signature	Co-customer Signature

Accepted by MacDonnell Fuels Ltd
 This _____ day of _____ 20_____.

Sales Representative _____



Really Drives it Home

Additional Provisions

1. The Company shall have the right to visit or enter the premises to inspect the Equipment without being liable for any damage caused thereby, provided the Company shall not be obliged to remove any or all of the Equipment upon termination of this lease.

2. The Company will make at its own expense, all repairs and replacements of the equipment necessitated through reasonable wear and tear. The Customer shall reimburse the company for the cost of any other repairs which may become necessary for any other reason. The Customer will promptly notify the Company of any required repairs, and without the Company's prior written consent will not effect repairs or alterations to the Equipment or remove the Equipment from the place of installation.

3. The Company shall have the right to terminate the agreement and lease at any time, without notice or demand of any kind if one or more of the following occurs:

- a) if the Customer shall be at any time in default in payment of their account with the Company;
- b) if the Customer shall be in default in respect to any of the terms or conditions of this lease;
- c) if the Customer shall make any assignment for the benefit of creditors become bankrupt or insolvent, or take the benefit of any statute which may be in force for and of advantage to bankrupt or insolvent debtors, or if the term hereby granted or the Equipment be at any time taken in execution or attachment;

and upon termination of this lease, the Company shall be entitled to disconnect and remove the Equipment from the premises of the Customer and shall not be responsible for the re-installation, installation or connection of either the former or any replacement equipment.

4. The Customer hereby acknowledges that he is indebted to the Company for the installation cost of the equipment which shall be reduced by 1/96 for every month that passes between the initiation of this lease and the time of termination. If the lease is terminated before the 96th month the customer shall remit the remaining amount to the Company forthwith.

5. The company shall not be liable for any injuries (including death) or damage occasioned to or suffered by any person or property from any cause whatsoever and the customer shall indemnify the company against any and all claims and liability for injury or death of persons or damage to property caused by or happening in connection with the Equipment or the condition, maintenance, possession, operation or use thereof.

6. The customer shall not assign this lease or sublet or part with the possession of the Equipment without prior written consent thereto, this lease shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. If two or more persons are customers hereunder, then liability of such persons shall be joint and several.

8. The company shall not be deemed to be in default in respect of non-performance of its obligations hereunder so long as such non-performance is due in whole or in part to war, fire, flood, strike, lockout, labour disturbance, disturbances, accidents, acts of God or the Queen's enemies, laws, regulations or orders or any other cause (whether similar or dissimilar to those enumerated) beyond the company's reasonable control.

9. All notices to be given shall be in writing and shall either be mailed or delivered to the parties at their respective addresses set forth on the reverse side hereof or such other address as the parties may respectively appoint in writing.

10. In this lease the singular shall be deemed to include the plural and vice versa and the masculine shall be deemed to include the feminine and neutral and vice versa.