



RIDGELAND (800) 559-1717 - ELK MOUND (800) 405-6444 - ALMENA (877) 407-2132
CUSTOMER LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and between SYNERGY COOPERATIVE, its assigns and lessees, of 229 Railroad St., PO Box 155, Ridgeland, Wisconsin 54763, hereinafter referred to as "COMPANY," and _____ of _____, hereinafter referred to as "CUSTOMER,"
Witnessed:

1. COMPANY agrees to lease to customer a _____ gallon LP Tank, related accessories and regulating equipment, serial number _____, manufacturer: _____ (hereinafter the "Tank" or "Leased Property").
2. COMPANY agrees to install the above Tank at _____ in the Township of _____ in the County of _____ with necessary attachments and fittings and accessories, as will be agreed upon at the execution of this agreement and paid for at the time of installation. CUSTOMER acknowledges and agrees that, at all times during the term of this Agreement, it shall have no ownership rights in the Leased Property, and that legal title to the Leased Property is, and shall at all times remain, vested in COMPANY. At no time shall the Leased Property be considered a fixture or an appurtenance to real estate to which it may be attached. CUSTOMER specifically acknowledges and agrees that COMPANY has the sole right to fill the Leased Property with propane gas, and that CUSTOMER shall not fill the Leased Property with any substance, nor permit any person other than the COMPANY Notwithstanding to fill the Leased Property with any substance in the event that CUSTOMER fills, or permits any other person other than COMPANY or COMPANY'S authorized agents to fill, the leased Property with any substance, COMPANY may terminate this Agreement immediately upon giving notice to CUSTOMER. Subject to the terms and conditions of this agreement, the COMPANY shall furnish to CUSTOMER his/her requirements of LP GAS upon CUSTOMER'S order at the COMPANY'S current price in effect at the time and for the place of delivery. In the event that CUSTOMER does not so purchase or terminates this agreement without exercising his/her option to purchase hereinafter described.
3. CUSTOMER agrees to use _____ gallons per year (July 1-June 30) or be subject to an annual rental fee of _____ plus tax.
4. CUSTOMER agrees to pay an annual tank rental fee of _____ + tax regardless of annual usage.
5. COMPANY will, upon written notice from CUSTOMER, furnish parts for said Leased Property free of charge, which fail to function properly due to mechanical defects, COMPANY shall have access to said Leased Property at all reasonable hours and may, at its option, substitute other equipment of equal quality or capacity or parts therefore, which shall become subject to all the provisions of this agreement.
6. CUSTOMER shall be responsible to COMPANY for any damage caused to the Leased Property while in possession of CUSTOMER, and said Leased Property shall not be removed to any location other than specified herein without written consent of COMPANY. CUSTOMER shall not pledge or otherwise encumber said Leased Property. CUSTOMER shall pay all taxes assessed against said Leased Property while in his/her possession. CUSTOMER specifically agrees that it shall not commit any waste or damage of or to the Leased Property, nor shall CUSTOMER deface, remove or conceal any name mark and/or identifying device on the Leased property nor shall CUSTOMER attempt to make any repairs to the Leased Property, CUSTOMER agrees to notify COMPANY of any damage or destruction of the Leased Property as soon as CUSTOMER becomes aware of such damage or destruction. In the event of any damage or destruction, CUSTOMER specifically agrees to reimburse COMPANY for all expenditures of labor and materials incurred COMPANY to repair or replace any damage to, or destruction of Leased Property caused by, or arising from, CUSTOMER'S intentional and/or negligent acts, and/or failure to act, in violation of this Agreement, CUSTOMER is responsible for CUSTOMER'S intentional and/or negligent acts, and/or failure to act, in violation of this agreement.
7. CUSTOMER agrees that all appliances used by CUSTOMER in the consumption of LP GAS purchased by CUSTOMER hereunder shall comply with the standards of the American Gas Association for use of propane and with the rules and regulations of the state and local authorities.

8. All agreements to be performed by COMPANY hereunder are subject to strikes, riots, war, fire, acts of God, accidents, governmental orders or regulations, curtailment of or failure in obtaining sufficient electrical power, lack of transportation facilities, inability to obtain sufficient or suitable raw materials or supplies and other similar or different contingencies beyond the reasonable control of the COMPANY. Any notice to be given to CUSTOMER or COMPANY hereunder shall be deemed to be properly given when mailed to said party at the post office or street address specified on the face hereof.
9. If CUSTOMER terminates this agreement or upon CUSTOMER'S failure to meet the provisions of this agreement, or his/her failure to meet the credit policy of the COMPANY on the purchase of LP GAS, this agreement may be immediately terminated by COMPANY and all rental payments hereunder shall be forfeited to COMPANY. COMPANY shall have the right to immediately enter the premises without legal process and remove said leased Property without notice to CUSTOMER. The CUSTOMER shall not be entitled to any refund or for any payments made hereunder or for any LP GAS in said Tank at the time it is removed.
10. COMPANY agrees that it shall install the Leased Property on the Premises in a manner consistent with recognized safety standards existing at the time of installation. COMPANY also agrees that it shall be responsible for maintenance and service of the Leased Property, and shall undertake all repairs necessary to keep the Leased Property in safe working condition, provided, however, that COMPANY'S responsibility for maintenance and service of the leased Property, and shall undertake all repairs necessary to keep the Leased Property in safe working condition, provided, however, that COMPANY'S responsibility for maintenance and service of the Leased Property is subject to provisions of section 5 herein. Further, other than the initial installation of a gas line from the Tank to the outside of CUSTOMER'S structure(s), business(es) or residence(s), COMPANY is not responsible for the maintenance, repair, or operating condition of customers interior connections appliances or gas lines. COMPANY agrees to perform a visual inspection of the Tank/gas line connection upon making its regularly scheduled deliveries of propane. CUSTOMER acknowledges that COMPANY does not carry any property damage insurance coverage on the Leased Property, and that CUSTOMER may, at CUSTOMER'S option and at its sole discretion and expense, purchase property damage insurance on the Leased Property.
11. COMPANY warrants that it will convey good title to the propane sold and delivered hereunder, and that all such propane shall be in compliance with the specifications for commercial propane and/or HD5 propane in effect at the time of delivery of the propane. The foregoing warranties are exclusive of all other warranties, whether written, oral implied and except for the foregoing, COMPANY MAKES NO WARRANTIES OF ANY KIND AS TO THE PROPANE DELIVERED TO THE CUSTOMER UNDER THE TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
12. The parties hereto specifically agree that CUSTOMER'S exclusive remedy for any and all losses or damages resulting from COMPANY'S sale and delivery of propane, and activities associated therewith, including but not limited to, any claim for breach of warranty, breach of contract, negligence or strict liability shall be limited to the replacement value of the specific propane delivered for which such claim is proved. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CUSTOMER covenants and agrees to protect, indemnify and hold the COMPANY harmless from and against any and all claims, documents, suits and liability for injuries to or death of any person or persons, or damage to property arising out of or in any way connected with the use of said Leased Property.
13. This agreement shall be effective upon its execution and shall continue in force and effect from year to year thereafter until terminated according to the provision of this agreement.

WISCONSIN LAW: 101.18 liquefied petroleum gas (3) No person, firm or cooperation, except the owner thereof and those duly authorized by the owner to do so shall refill or use in any manner a liquefied petroleum gas container or receptacle for any purpose whatsoever.

In witness whereof, this agreement is executed in duplicate the day and year first above written.

CUSTOMER SIGNATURE

CUSTOMER NAME (PRINT)

DATE

OFFICE USE ONLY

Rev. 10-1-17

Date Sent/Left _____

Customer ID _____

Rep. Initials _____

Location Description _____