

LP GAS SYSTEM LEASE AGREEMENT

Lessor: Name Tri County Coop Lessee: Name _____Address PO Box 98 Address _____City Chokio State MN Zip 56221 City _____ St _____ Zip _____

1. **LEASE AND DESCRIPTION OF PROPERTY.** The lessor hereby leases to the Lessee and the Lessee hereby leases from the lessor, upon the terms and conditions hereinafter set forth, the following personal property:

(a) One _____ gallon Liquefied Petroleum Gas System, serial number _____ manufactured by _____.

(b) _____

(thereinafter, the Leased Property) for use on the premises of _____ Whose address is _____ 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 part thereof, and the substituted property shall therefore become the Leased property which is subject to this agreement.

2. **LEASE PAYMENTS:** The Lessee shall pay to the Lessor the following amounts?

(a) **Installation Charge:** Lessee shall pay a one-time installation charge upon delivery of the Leased Property, the amount of _____.

(b) **Annual Rental:** Lessee shall pay an annual rental fee, payable in advance on the 31st day of December, each year during the lease term in the amount of _____.

Lessor shall have the right to increase or decrease the annual rental due hereunder by giving notice thereof to Lessee at least 30 days prior to the due date of the next annual rental payment. Annual rental payments during the _____ year term of this lease will total \$ _____.

(c) **Personal Property Taxes:** Lessee shall pay all personal property taxes assessed on the Leased Property by any governmental authority. It is estimated such taxes for each year shall be in the amount of \$ _____. Based on this estimate, total personal property taxes during the _____ year lease term will be \$ _____.

3. **MAINTANCE 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 installation. The Lessor shall be responsible for maintenance and service of the Lease Property, and shall undertake all necessary repairs to keep the Leased Property in working condition as a Liquefied Petroleum Gas System.

4. **NO OPTION TO PURCHASE:** The Lessee shall have no option to purchase the Leased Property.

5. **TERMINATION:** This Agreement may be terminated by either party hereto at any time 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 un the provisions of State law, the Lessor may terminate this Agreement in the even the Lessee violates the State Liquefied Petroleum Gas Act by filling, or permits any person other than the Lessor or its authorized agents fill, the Leased Property with any substance. In the event this Lease Agreement is terminated pursuant to this Paragraph 5, the unused portion of the rental fee paid in advance pursuant to paragraph 2(b) shall be refunded to Lessee, provided all other payments required to have been paid by Lessee shall have been made.

6. **RIGHTS OF LESSOR:** The title to the Leased Property is and shall at all times remain in the name of the Lessor, and the 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. Lessor does not carry property damage insurance covering the leased property and Lessee may at Lessee's option purchase property damage insurance therefor. In any event, should Lessee fails to do so within 15 days of damage or destruction, Lessor shall make repairs or replace property and bill Lessee for all costs and expenses incurred by Lessor; and Lessee shall be liable therefore and shall make payment to Lessor immediately upon receiving written notice of Lessor's costs and expenses. The Lessor's agents may, at any time, enter upon 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.

7. **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.

8. **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 any substance, nor permit the Leased Property to be filled with any substance by any person other than the Lessor or its authorized agents.

9. **PREVIOUS AGREEMENTS.** Lessor and Lessee hereby agree that 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_____

Lessee_____

Date_____Lessor_____Tri County Coop_____

By_____

Its_____