

FARMERS UNION OIL COMPANY
OF CIRCLE AND TERRY, MT**LEASE TO BUY****Patron Propane Storage Agreement**

This Agreement, made this ____ day of _____, 20____, by and between the **FARMERS UNION OIL COMPANY OF CIRCLE AND TERRY, MT** (hereinafter referred to as "F.U.O.C.") and _____ (hereinafter referred to as "Patron"), WITNESSETH:

1. Patron agrees to lease-to-own the tank(s) listed below over _____ number of payments:

Tank Serial Number	Tank Size (Gallons)	Year / Make	Purchase Price

2. F.U.O.C. agrees to deliver the above-listed tank(s) to Patron. Patron agrees to pay for necessary attachments and fittings that may be required to ensure proper operation. It is agreed that title to all property and tanks referred to herein shall remain with F.U.O.C.

3. F.U.O.C. will furnish to Patron the Patron's entire requirements of propane at F.U.O.C.'s established price in effect at the time and place of delivery.

4. Patron agrees to pay a lease amount of \$_____, billed bi-annually in August and February. Patron may at any time pay the remaining amount owed on the tank to purchase it outright.

5. Patron, in consideration thereof, agrees to purchase all requirements of the items listed in Section 3 from F.U.O.C. and agrees to "SCHEDULED ROUTE" arrangements on delivery of propane. If Patron fails to purchase, fails to follow F.U.O.C.'s Credit Policy, or otherwise defaults on any of the terms of this agreement, F.U.O.C. shall have the right to immediately enter the premises without legal process and remove said tanks. If Patron fails to purchase propane from F.U.O.C. and instead purchases propane from a different source without first obtaining F.U.O.C.'s approval to do so, such action shall cause default of this agreement, and F.U.O.C. will immediately remove all said tanks.

6. Patron agrees to carry adequate liability insurance on the premises where the tanks are located and agrees to protect, indemnify, and hold F.U.O.C. harmless from and against any and all claims, demands, suits, and liability for injury to property and/or injury to or death of any person arising out of the use of said tank.

7. Patron shall be responsible to F.U.O.C. for any damage caused by said tanks while in the possession of Patron, and said tanks shall not be moved to any location other than that specified without approval of F.U.O.C. Patron shall not pledge or otherwise encumber said tanks. Patron shall pay all taxes assessed against said tanks while in Patron's possession. F.U.O.C. shall have access to said tanks at all times.



8. Patron may discontinue this agreement at any time and will allow a reasonable length of time for F.U.O.C. to pick up the tanks.

9. In the event that Patron does not own or have legal title to the property on which the tanks will be located, it shall be necessary that the consent of the owner of the property be obtained as "LAND OWNER'S CONSENT" (see below).

10. 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 provisions of this agreement.

IN WITNESS WHEREOF, this agreement is executed on the day and year first written above.

SIGNATURES

Name of Patron (print)

Date

Patron Signature

FARMERS UNION OIL COMPANY OF CIRCLE AND TERRY, MT

By (F.U.O.C. Representative)

Date

LAND OWNER'S CONSENT

Complete this section only if Patron does not own the property where the tanks will be located.

The undersigned property owner consents to the placement of the propane tank(s) described above on the property identified below, and acknowledges F.U.O.C.'s right to access and remove said tanks in accordance with this agreement.

Property Location / Legal Description

Land Owner Name (print)

Date

Land Owner Signature