



UNDERGROUND TANK AGREEMENT

In exchange for LP-Gas ("Propane") service provided or to be provided by Sevier County Propane ("SCP") at the Delivery Address identified below pursuant to an Application for Propane Service & Equipment Installation, a Customer Assurance, Hold Harmless & Indemnity Agreement or otherwise, and for other good and valuable consideration, the undersigned Customer and the Delivery Address Owner ("Landowner") if the Delivery Address is not owned by Customer agree(s) that:

1. SCP shall install underground storage tank(s) and piping for propane service at the Delivery Address provided that conditions are such as to make the installation feasible in SCP's judgment.
2. Customer and Landowner, if applicable, authorize(s) SCP to file documents including financing statements to properly record SCP's ownership of the tank(s). Where required, Customer and/or Landowner will sign such documentation evidencing SCP's ownership of the tank(s), and the Customer may be charged any applicable state fee for filing such documentation. Customer shall own and be responsible for any piping installed by SCP and releases and agrees to indemnify and hold SCP harmless from any losses and liabilities associated with customer- owned Propane equipment and piping other than those arising from negligence in SCP's installation of the piping.
3. In the event the tank(s) is removed or upon any required relocation, Customer shall be responsible for filling the excavation, grading, seeding and any work necessitated by removal / relocation, and shall defend and hold SCP harmless from any damages and liabilities that may result there from.
4. Customer shall pay all reasonable costs for storage tank removal, which may be waived by SCP if a new occupant or owner of the Delivery Address contacts with SCP at the time of any change of occupancy or ownership of the premises, or for other good cause in SCP's sole discretion.
5. Should conditions make removal of the tank(s) economically or otherwise unfeasible in SCP's judgment, Customer agrees to purchase from SCP the tank(s) and any unused Propane owned by SCP and contained therein. The price for the tank(s) shall be the then current replacement cost. The price for the Propane shall be at the then current price for such installations. SCP will convey good title to the tank(s) as is pursuant to SCP's standard Bill of Sale containing warranty disclaimers. Propane distribution equipment such as regulators is not part of the tank(s) and shall at all times remain the property of SCP.
6. Customer and Landowner, if applicable, grant(s) SCP unrestricted access to SCP-owned equipment installed at the Delivery Address for all purposes necessary in SCP's judgment, agree(s) that said equipment shall remain the property of SCP unless sold as

set forth herein, agree(s) to make no claim or charge to or against SCP for any storage fee or rent for the equipment, and agree(s) to notify SCP at least five days prior to the sale of the Delivery Address or lease of the premises other than to Customer.

7. This agreement shall apply to any additional SCP-owned underground equipment installed by SCP at the Delivery Address. This agreement does not supersede or modify any contract between Customer and SCP or otherwise limit Customer's obligations thereunder.

8. Customer and Landowner, if applicable, consent(s) to the installation of Propane equipment under the foregoing terms, and acknowledge(s) that SCP relies upon this agreement in installing such equipment.

9. This agreement applies to the following Delivery Address: _____

10. Customer and Landowner, if applicable, warrant(s) that the lawful owner of the Delivery Address is the following person or entity (if other than Customer): _____

DATE of Agreement: _____

AGREED BY:

Customer: _____ Landowner: _____

Signature of Customer Signature of Delivery
Address Owner

Print name of Customer Print Name and Title
(if applicable)

Address: _____

Distribution: Copy—Customer Landowner

Original-Office