

Burke Petroleum, Inc.

186 S Ohio St
P. O. Box #7
Minster OH 45865
(419) 628-3097

420 W. North St
Sidney OH 45365

(937) 492-4940

(800) 776-3097

Tank Lease Agreement

<i>Date</i>	<i>County</i>
<i>Branch</i>	<i>Township</i>
<i>Customer Name</i>	<i>Customer No</i>
<i>Street</i>	<i>Phone No</i>
<i>City, State, Zip</i>	
<i>Driver License No</i>	<i>State</i>
<i>Tank Locations</i> (if different from above)	
<i>Direction to Tanks</i>	

Subject to the conditions set forth in this agreement, the company agrees to lease to the above named customer the following tank(s):

	Bulk Tanks	Bulk Tanks	Other Equipment
Quantity			
Tank Size			
Manufacturer			
Serial Number			
Other Equip			

For use of the above designated tank(s) during the term thereof, Customer agrees to pay as lease consideration, in advance, the sum of \$1.00 for the lifetime of having you as a customer. In the event Customer makes purchases that equal less than one and one-half (1½) times the stated capacity of said tank(s) during any one year period,

then the customer agrees to pay the sum of **\$30.00** as additional lease consideration for that one year period. Customer agrees to pay the Company's normal fee, plus any applicable taxes, for the installation and removal of the tank(s). Company acknowledges receipt of **\$1.00** as a deposit to be used to pay on accounts or other liabilities owed by customer to company upon termination of service.

Notice to Customer

Customer agrees that the provisions below shall constitute a part of this contract and be incorporated therein.

BP Oil Company, Inc.
Burke Petroleum, Inc.

(Customer Signature)

By: Jennifer M Hartings
(BP/Burke Petroleum Representative)

(Customer/Property Owner Signature)

Additional Terms and Conditions

1. The customer shall have the right to the use of said tank(s) for so long as all of the following conditions exist:
 - (a) All sums owed to Company for product, service, and taxes are paid when due.
 - (b) Customer purchases his entire requirement for the products listed from Company or its authorized representative(s) and permits no other person, firm, or corporation to store, evacuate, or fill this tank(s) with any product or to service it without the Company's prior written consent.
 - (c) Customer purchases in each twelve- (12) month period, the stated products are to equal (1½) times the stated capacity of said tank(s).
 - (d) Customer allows the company or its authorized representative free and unlimited access to and from Customer's premises to deliver petroleum products, to service, inspect or paint this tank.
 - (e) Customer does not remove this tank from his premises, nor remove, alter, or deface any numbers or inscriptions impressed or affixed upon this tank(s) without prior written consent of the company.
2. Company may terminate this lease agreement on breach of any of the conditions stated in paragraph 1 above. Otherwise it shall continue in effect for one year from the date hereof and thereafter until

cancelled by either Company or Customer upon ten (10) days written notice. Cancellation shall affect a forfeiture of any lease payments made by Customer; in addition to retaining such payments, Company or its authorized representative may immediately reclaim possession of and remove the tank(s), without process of law and without liability for trespass and other damage whatsoever. If this agreement is terminated either by Company for reasons mentioned or by Customer for any reason, Company is not obligated to make a refund for petroleum products in the tanks listed above.

3. The Company holds legal title to the tank(s) leased to Customer. Company represents that when the tank is installed, the tank will be inspected to determine that it is in proper working order. Nevertheless, Company makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose); Customer relies solely upon any warranties or representations made by the tank's manufacturer. Company agrees to repair or replace at Company's expense any tank found by Company to be defective. Customers agree to notify Company immediately of suspected defects.
4. Customer agrees that he will not suffer or permit waste or destruction of this tank by any person, firm, or corporation; he will promptly notify Company or its authorized representative of any malfunctions, and he agrees to pay any additional taxes levied or assessed on this tank. If damage is done to the equipment through neglect, abuse, or other means you will be liable to replace or fix the equipment that is damaged while you are using them.
5. Company agrees to sell and deliver Customer's entire requirements of petroleum products to customers at its regularly, established prices for the petroleum products and in like quantities existing on date of delivery for cash, unless Customer arranges for credit in advance. **A credit customer may be charged a Late Payment Fee equal to 1 ½% per month (ANNUAL PERCENT-AGE OF 18%) on any balance which is not paid within 30 days from the date of delivery.** (The account balance is adjusted to reflect payments and credits.) **To avoid a Late Payment Fee the entire bill must be paid within 30 days from the date of delivery.**
6. Customer's liabilities shall include all reasonable expense incurred by Company in enforcing the provisions of this agreement, including, but not limited to, attorney fees, court costs, and collection agency fees. Customer shall remain liable for these expenses if the deposit is insufficient to cover them. Any excess deposit shall be refunded to the customer within thirty (30) days of the termination of service and/or removal of the tank(s).