



W.C. Esp Customer-Owned Tank Agreement

The undersigned "Customer" hereby acknowledges the following conditions concerning the purchase of a W.C. Esp propane tank, the purchase of a new propane tank provided by W.C. Esp Inc., or the acknowledgement of an existing "customer owned" tank.

- As the purchaser or owner of a propane tank, you assume all liability and the total maintenance responsibility for the tank, related piping and any and all equipment attached to the tank.
- W.C. Esp will conduct a safety inspection of the tank prior to the sale or the continued service of an existing customer-owned tank to ensure that the tank meets applicable safety standards.
- Upon receipt of the tank Bill of Sale or inspection of an existing claimed customer-owned tank, you accept the tank and installation "as is."
- Customer is responsible for abiding by all applicable local, state, and federal regulations and abiding by all applicable codes established for the tank location.
- Customer responsibility for the tank includes, but is not limited to the following.
 - Tank surface including removal of surface rust and upkeep of paint, including the metal surface next to the ground.
 - Maintenance of all regulators and pigtailes. Regulators must be replaced according to manufacturers' recommendations. (12-20 years depending on manufacturer)
 - Integrity of tank valves and gauges.
 - Integrity of the supply lines running to and from tank.
- DOT tanks have to be re-qualified twelve years from the date of manufacture. Thereafter, visual re-qualifications are allowed and are good for five years.
- ASME tanks do not have to be re-qualified but must have a date plate attached.
- W.C. Esp will charge applicable service rates for any maintenance to the tank or tank attachments.
- A Bill of Sale or copy of inspection of claimed customer-owned tank, which includes tank information, will be applicable.

The undersigned understands that W.C. Esp delivers propane on an automatic basis. Should the undersigned enter into a supply agreement with W.C. Esp, the undersigned agrees to notify W.C. Esp prior to any propane delivery made by W.C. Esp if another propane supplier has filled or serviced the tank.

Any out-of-gas situation will warrant a leak test/system inspection prior to restoring service to your system. There is a fee for this service. ALWAYS ARRANGE FOR A DELIVERY PRIOR TO AN OUT-OF-GAS SITUATION.

By signing this agreement, the undersigned understands and accepts the provisions contained herein and acknowledges receipt of a copy of this agreement (including Terms and Conditions) and of the regulations and instructions referred to herein. Further, the undersigned shall indemnify and save harmless W.C. Esp, its successors, and assigns of and from any and all liability for claims of loss, damages, or injury to persons or property caused or occasioned by any failure of tank and tank attachments and/or the product stored in the tank.

Tank Address: _____
Street Address

_____ *City* _____ *State* _____ *ZIP*

Tank Owner: _____ Date: _____

Email: _____

Terms and Conditions

1. Customer must provide easy access to tank and equipment. Customer agrees to indemnify and hold harmless from and against any and all claims of damage to property connected with the delivery of the fuel. Customer acknowledges that customer owned driveways and parking areas are capable of withstanding the weight of an LP/fuel delivery truck. Any damage to same is the customer's responsibility in its entirety.
2. Neither party hereto shall be liable to the other for any failure to perform any provision or obligation of this contract (except customer's obligation to pay for fuel delivered) if such failure is caused by or results directly or indirectly from any act of God; federal, state or municipal order, legislation or regulation; fires; floods; storms; strikes; war; accidents; interruption to or discontinuance of production; railroad embargoes; breakdown or failure of transportation; preemption by any governmental agency of the products covered hereby or the facilities of either party hereto; or any other cause beyond the control of the party failing to perform.
3. COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY DUE TO COMPANY'S INABILITY TO DELIVER FUEL.
4. Company may distribute its available supply of liquefied petroleum gas to a given location or in a stated area among its customers in such reasonable manner as it may determine.
5. Customer hereby authorizes Company to fill tank when Customer is not at home and to provide regular delivery service until such time as Company is notified in writing.
6. This agreement contains the entire contract between the parties as to equipment, service and delivery and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the Customer and accepted by the Company. Any waiver of any of the terms or conditions of this agreement shall not be deemed to be a continuing waiver of such terms or conditions or a waiver of any other terms or condition hereof.

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