



Fuel Tank Lease Agreement
Lund Oil, Inc.

Customer Name

Phone Number (____) _____ - _____

Physical Address of Tank

Tank Size Tank/Serial Number

Pump and Other Equipment

Yearly/Monthly Rental Fee

Please sign below to accept delivery of the rental tank that you have requested for your use, and to accept the lease terms set out below. The delivery driver has signed on behalf of Lund Oil, Inc., as its authorized representative.

Customer Date

Lund Oil, Inc. Date

LEASED TANK TERMS

1.) TANK. When leasing a tank from Lund Oil, Inc., Lund Oil, Inc. only leases the tank itself, fuel pump, hose, nozzle and any miscellaneous fuel fittings that are part of the tank at the time of the installation. Any

additional parts or repairs provided to the customer after the time of installation, shall be provided to the customer at the cost of the customer.

2.) LIMITATIONS ON USE. You will not permit any fuel/gas or other product to be delivered into the Rented Equipment by anyone other than a Lund Oil, Inc. representative. The Rented Equipment must not be moved, handled, or maintained by anyone other than Lund Oil, Inc. representative or someone authorized by us. You may not move the Rented Equipment to any location other than the location where Lund Oil, Inc. installed it, without Lund Oil, Inc. authorization. Call us at our Customer Service Number if maintenance or repair is needed. YOU AGREE THAT IF YOU DO NOT STRICTLY FOLLOW THESE LIMITATIONS ON USE, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR OR RESULT FROM YOUR USE OF FUEL/GAS OR OTHER PRODUCTS OBTAINED FROM US, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

3.) OUTAGE. If requesting a delivery after normal business hours or your tank runs empty, an EMERGENCY DELIVERY FEE will be applied. Will be based on gallons delivered and/or hours (mileage).

4.) REPAIR. The fuel pump, hose, nozzle and any miscellaneous fuel fittings are provided to you by Lund Oil, Inc. In the event that the fuel pump, hose, nozzle and any miscellaneous fuel fittings require service, Lund Oil, Inc. may provide service and repair, and reserves the right to charge reasonable and customary rates for any service provided. These services will be separately billed to you. Lund Oil, Inc. will provide its service rates to you in writing, either electronically or as hard copy, upon your request.

5.) FULL DELIVERY. As a lease customer, you agree to take full deliveries: deliveries that fill your tank. In the event that you request a "short fill" Lund Oil, Inc. reserves the right to charge its customary "short fill" fee (gallons and/or hours (mileage)) in order to cover its additional costs associated with the short fill, and is subject to change.

6.) LEASE FEES. The set rental fee, as determined by the size of your tank, will be billed at the time of your initial setup.

7.) PURCHASE. In the event that you desire to purchase the tank installed at the service address outright, you may do so. Contact Lund Oil, Inc. representative about purchase price.

8.) ENTRY. Lund Oil, Inc. may enter your premises 24 hours a day, 7 days a week to perform necessary repairs or to remove the tank.

9.) CONTAINMENT & SPCC PLANS. Lund Oil, Inc. only leases the tank and pump equipment and is not responsible for containment or "Spill Prevention Control and Countermeasure Plans" if they are required.

10.) MISCELLANEOUS. (a.) This writing constitutes the entire agreement between you and Lund Oil, Inc. Any changes to the agreement shall be by signed writing. (b.) This tank lease is governed by the laws of North Dakota. (c.) By signing this lease you represent that will pay for tank rent and fuel purchases by credit card, personal check or cash while this tank lease is in force.

11.) Payment Obligation. You agree to pay Lund Oil, Inc. for all fuel/gas delivered, the rental price for Rented Equipment, and all other charges which you incur in accordance with the payment option applicable to you. Your payment option plan is Pay in Advance unless other arrangements have been made and you are notified that you have been accepted into one of the other alternative payment option programs, as described below (Cash on Delivery or Statement Billing). You agree to pay all amounts you owe us at the time you are required to pay. Lund Oil, Inc. will apply payments to the oldest balance due. If you fail to pay Lund Oil, Inc. when payment is due, Lund Oil, Inc. may refuse to deliver fuel/gas until you pay your outstanding balance and pay in advance for future delivery. Lund Oil, Inc. may also apply any amount we hold as a deposit against amounts you owe us.

Customer –Initials