



EQUIPMENT AGREEMENT

Buyer acknowledges that the Seller has installed, or is about to install upon the premises owned or operated by Buyer at:

Name: _____

Address: _____

DATE: _____

City: _____

Phone: _____

State: _____

Zip Code: _____

For the better storing & handling of petroleum products purchased from the Seller, the following Equipment, title to which shall at all times remain in the Seller:

Quantity	Item	Type	Capacity	Make	Serial No.

Buyer hereby acknowledges that said equipment is, on the date of this agreement, in good operating condition and hereby agrees that:

- 1.) Buyer will use said equipment only for the purpose of storing, handling and dispensing petroleum products purchased from the Seller and will use reasonable care at all times to prevent damage to said equipment while same is in his custody under the provisions of this agreement.
- 2.) Buyer will not encumber or remove said equipment, or do, or suffer to be done, anything whereby said equipment or any part thereof shall be seized, taken in execution, attached, destroyed, or injured, or by which the title of the Seller thereto may in any way be altered, destroyed or prejudiced.
- 3.) Buyer shall indemnify and save harmless the Seller from and against any and all liability for loss, damage, injury or other casualty to persons or property (whether caused or occasioned by or arising out of any leakage, fire or explosion, or otherwise) resulting directly or indirectly from the use, existence or location of said leased equipment or the storage, withdrawing, or filling of any petroleum products in, from or into said leased equipment, whether such loss, damage, injury or other casualty arises from negligence or otherwise and whether due to imperfection of said equipment or any part thereof, whether latent or patent, or to any fault in the installation thereof.
- 4.) The right of Buyer to possession and use of the above equipment shall continue only so long as said equipment is used for the purpose of storing, handling, or dispensing petroleum products purchased from the Seller. Upon the termination of such purchases the rights of the Buyer here-under shall terminate and the Seller shall have the right to enter upon the above premises and remove all of the above described equipment; and in connection therewith to dismantle or remove any portion of any buildings, driveway or other improvement necessary to enable the Seller to remove the tank and other equipment, without liability for so doing.

McIntosh Oil Company

Date: _____

By (Seller)	By (Buyer)
-------------	------------