



Mohican LP Gas Company

P.O. Box 70, W13817 County Hwy. A.

Bowler, WI 54416

Phone: 715-793-4832 · FAX: 715-793-4853

EQUIPMENT LEASE AND FUEL SALE AGREEMENT

THIS AGREEMENT is by and between the Customer identified below and the Stockbridge-Munsee Community d.b.a. Mohican LP Gas Company (“Company”), which has offices at W13817 County Hwy A, Bowler, WI 54416. The parties agree as follows:

1. Customer shall lease a ____ gallon liquid propane (“LP”) fuel tank from Company. Company shall install this fuel tank, manufactured by _____ and has the serial number _____ as well as the related equipment, at the Customer’s premises. The lease shall remain in effect for as long as Customer purchases LP fuel from Company.
2. During the term of the Agreement, Company agrees to sell fuel to Customer at the going market price, established by fair competition, then in effect. Customer agrees to pay for all fuel by the gallon at the time of delivery or in accordance with such other payment plan previously agreed upon between the parties (such as pay roll deduction or budget plan).
3. At no time shall Customer allow any other business or person to supply fuel into the leased tank. Customer also shall not allow the LP tank and equipment to be moved, handled, or tampered with in any way.
4. Customer grants the Company permission to enter onto its premises for the purpose of providing services in accordance with this Agreement.
5. This Agreement may be terminated for cause by either party upon 10 days prior written notice to the other party or it may be terminated for convenience upon 30 days prior written notice to the other party. Upon termination, Company shall remove the tank from the Customer’s premises without any further notice. Any fuel in the system at the time of the tank’s removal shall become the property of Company as liquidated damages for the tank’s removal.
6. The Stockbridge-Munsee Community and the Company shall not be responsible for damage resulting from services provided under this Agreement, except if such damage is the result of the misconduct or negligence by Company. Company shall not be responsible for failure to provide services under this Agreement due to supply shortages, labor unrest, war, natural disasters, or other forces beyond its control.
7. Customer agrees to comply with tribal law and policy applying to Company. The Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in its absence, by Wisconsin law. Disputes arising under the Agreement shall be resolved in Stockbridge-Munsee Tribal Court. Customer shall pay all costs incurred to enforce the Agreement.

ENTERED into this _____ day of _____, 20____.

ACCOUNT #: _____

SHIPPING ADDRESS & TANK LOCATION:

*BILLING ADDRESS (If different):

CUSTOMER PRINT NAME: _____

SIGNATURE & DATE OF CUSTOMER: _____

Please complete below, if a “Rental Property”

Name of Owner: _____ N/A

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Mobile: _____

Responsible for scheduling propane deliveries and charges incurred (please check one): _____ Tenant _____ Owner

As the “Owner” of above said property, understand if “Customer” should vacate property listed above with an unpaid balance due to Mohican LP Gas Co., I, the Owner, maybe responsible for any or all of the unpaid balance due to Mohican LP.

Signature of “Owner”

Date

Signature of Mohican LP Rep.

Date