



EQUIPMENT AND GAS SALE AGREEMENT

Name of Consumer _____ Consumer No. _____
 Installation Address _____
 Mailing Address _____
 Property Owner's Name _____
 Property Owner's Mailing Address _____

Consumer requests Innovative Ag Services hereinafter called the Coop, to provide LP gas and service at the address indicated above and to sell the consumer the following equipment:

Tank (Make) _____ Size (In Gallons) _____ Serial No. _____

Regulators _____ Serial No. _____

Other Equipment _____

The Consumer and the Company agree that the value of the above described equipment is \$ _____. Additional terms, on reverse side are a part of this agreement.

BULK SERVICE

Consumer agrees to purchase the bulk tank and related equipment over a period of _____ years from the date of this agreement. The annual payment shall be \$ _____, and is due now and payable each year annually in advance of the Anniversary date of this agreement.

Consumer agrees, as part of the equipment purchase plan, to purchase LP Gas from the Coop to service that equipment until equipment is paid in full. The following provisions apply:

1. Consumer will pay the Coop's current LP gas price in cash at the time of delivery or in accordance with such credit terms as shall have been extended to the consumer by the Coop by separate agreement.
2. Neither consumer nor the property owner will cause or allow gas to be delivered into the equipment covered by this agreement by anyone other than the Coop until the consumer's obligations to purchase the equipment are completed.
3. The Coop may make LP gas deliveries into the equipment whether or not the consumer is then present, and the consumer agrees to pay for such deliveries, even though the delivery ticket has not been signed by (or for) the consumer.
4. Consumer may exercise early payment of the contract at anytime during its period.

Innovative Ag Services _____

Signed this _____ day of _____, 20____

 (Street or P.O. Box Number)

 (Consumer Printed Signature)

 (City, State, Zip Code)

 (Consumer Signature)

By _____

 (Property Owner)

ADDITIONAL TERMS:

The following terms shall be a part of this agreement in addition to the Bulk Service section.

1. Consumer's payments under this agreement do not include charges for installation, connection, or disconnection of the tank and equipment. In addition to the price of gas and the purchase payment for the tank, there will be a charge for labor and materials for tank and equipment installation.
2. Consumer and property owner agree that the Coop's representatives may enter upon the property owner's premises for the purpose of making deliveries of LP gas, for access to equipment into which the gas is to be delivered, for removal of the Coop's property, in the event of default or termination of the agreement, and for any other purpose related to this agreement.
3. Consumer will pay all taxes, including personal property taxes, attributable to the gas and equipment during the period of this agreement, and pay for all loss or damage to LP gas or equipment.
4. The LP gas equipment is not to be moved, handled, or tampered with in any manner by anyone not authorized by the Coop until this agreement is fulfilled in full.
5. The Coop is not responsible for damage caused by the LP gas or equipment including bulk storage tanks and regulators, as a result of conditions beyond Coop's control. The Coop is not responsible for failure to deliver gas in time of shortage, labor unrest, riot, or due to conditions beyond Coop's control.
6. Deliveries of LP gas will be made by the Coop according to a delivery schedule established by the Coop. If deliveries shall be made by the Coop after normal operating hours, the consumer agrees to pay an extra charge for transportation.
7. The agreement is not subject to transfer or assignment by the consumer in any manner and shall be subject to termination by the Coop if consumer ceases to occupy or use the premises to which gas is delivered under this agreement.
8. Either party may terminate this agreement at any time, on a 10 day written notice delivered to the other party, even though without cause specified in this agreement. In any case where termination by the Coop is authorized by this agreement, or in the event of the consumer's failure to comply with any other agreement with the Coop, or if consumer shall fail to make payment to the Coop in accordance with its credit terms applicable to the consumer, the Coop may terminate either the sale of the Coop's equipment or sale of LP gas, or both, without prior notice. This agreement shall terminate upon their filing of either a voluntary or involuntary petition for relief for customer under the Bankruptcy Act.

If "Bulk Service" applies to this agreement, consumer agrees to pay for all gas delivered before termination by the Coop or before termination or completion or completion of this agreement by consumer. Completion interpreted as equipment paid in full.

Upon termination, in addition to any other remedy it may have, the Coop may adjust or disconnect the equipment to stop withdrawal of LP gas from the tank, repossess the Coop equipment, and repossess and dispose of any LP gas left in the tank as the Coop sees fit, if agreement has not been completed by consumer.

9. The consumer will pay all costs incurred by the company to enforce any of the provisions of this agreement, including reasonable attorney's fees.