



PRODUCT AND EQUIPMENT AGREEMENT AGREEMENT No 14148

THIS AGREEMENT Made this day of
BETWEEN MOORE PROPANE LTD. - 56 Gibson Street, North Bay ON P1B 8Z4

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CUSTOMER NUMBER

AND

Branch Address (called Moore Propane Ltd.) Phone

CUSTOMER NAME (called "The Customer")

ADDRESS

ADDRESS

ADDRESS

EQUIPMENT LOCATION IF DIFFERENT THAN ADDRESS

POSTAL CODE

In consideration of the mutual promises and covenants contained herein, Moore Propane Ltd. and Customer agree as follows:

PRODUCT PURCHASE

Moore Propane Ltd. agrees to sell to the Customer and the Customer agrees to buy from Moore Propane Ltd. upon the terms and conditions herein set forth, the Customer's entire Product requirements during the term of this Agreement and any extensions thereof at Moore Propane Ltd.'s then current price in the Customer's area at the time of delivery all taxes extra, where applicable. The Customer will give Moore Propane Ltd. reasonable advance notice of the quantities of Product needed for his use, and Moore Propane Ltd. shall deliver to the Customer such quantities of Product as are ordered by the Customer from time-to-time subject to a minimum order charge. The delivery of Product by Moore Propane Ltd. to the Customer will constitute the Customer's purchase thereof. All Product shall be delivered by Moore Propane Ltd.'s delivery vehicle to the Customer's location, title and all risk of loss or damage shall pass to the Customer upon delivery.

*** RENT TO BE DETERMINED BY USAGE AND CHANGED AT THE DISCRETION OF MOORE PROPANE LTD.**

TERM:
This Agreement shall be for an initial term of one year commencing the day of ("Commencement Date") and from year-to-year after the expiration of the initial term until terminated by either party by written notice thirty (30) days prior to the expiration of the then current term, or as otherwise hereinafter provided.

PRODUCT:

EQUIPMENT:	DESCRIPTION (Size & Make)	SERIAL #	GOVT. INSPECTION	* ANNUAL RENT
Tanks				\$
				\$
OTHER EQUIPMENT				\$
				\$
				\$

MOORE PROPANE LTD. DOES NOT TAKE ANY RESPONSIBILITY FOR DAMAGE DONE TO PROPERTY OR PERSONS IF PROPANE SUPPLY IS INTERRUPTED FOR ANY REASON INCLUDING REGULATOR FREEZE UP, RUNNING OUT OF PROPANE FOR ANY REASON, INCLUDING MISSED DELIVERIES ON MOORE PROPANE LTD.'S PART.

TAX (If Applicable) \$

H.S.T. \$

ANNUAL EQUIPMENT CHARGE \$

PAYMENT TERMS:

All payments for Annual Equipment Charge, and charges for Product delivered or services rendered to the Customer shall be made by the Customer to Moore Propane Ltd. on or before the due date on the monthly statement, unless the Customer is otherwise advised in writing by Moore Propane Ltd. from time-to-time. All accounts shall be subject to prior credit approval and Moore Propane Ltd. shall be entitled to charge and the Customer agrees to pay service charges on all overdue balances calculated at the rate of 1½% per month, compounded monthly (18% per annum).

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS SHOWN ON THE REVERSE AND THE CUSTOMER AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS.

IN WITNESS whereof the parties have caused this Agreement to be executed as of the date first above written.

CUSTOMER MOORE PROPANE LTD.

PLEASE PRINT

Signature PER:

Witness TITLE

Any changes must be initialed by Customer

Date

REVISED SEPTEMBER 2011



DISTRIBUTION: White - Customer; Yellow - Office

TERMS AND CONDITIONS

1. EQUIPMENT:

The equipment is rented by the Customer from Moore Propane Ltd. for a term of one (1) year from the Commencement Date, and thereafter from year-to-year, at the then current Annual equipment Charge as established by Moore Propane Ltd. from time-to-time, subject to termination as otherwise in this Agreement provided. At the expiration or termination of the Agreement, Moore Propane Ltd. reserves the right to charge and the Customer agrees to pay any Equipment Removal Charge and/or Product Removal Charge at Moore Propane Ltd.'s then current rates for such services in the Customer's area.

Moore Propane Ltd. agrees to install, connect and further agrees to remove the Equipment within a reasonable period of the termination or expiration of this Agreement. The Customer acknowledges the Equipment or replacements thereof shall at all times remain the property of Moore Propane Ltd. and Moore Propane Ltd. shall at all times have access thereto. Moore Propane Ltd. will be the sole arbitrator with respect to the economic use of the Equipment and may change the Equipment provided to the Customer upon thirty (30) days prior written notice. No Equipment shall be removed from the Customer's premises without the prior written consent of Moore Propane Ltd. and no adjustments, repairs or replacements to the Equipment shall be made except by Moore Propane Ltd. or its agents. The Customer agrees to hold Moore Propane Ltd. harmless from and against all liens and claims against the Equipment due to its presence and/or use at the Customer's premises or otherwise, and Moore Propane Ltd. shall not be liable for the cost of repairs or damage to the Equipment made necessary by the acts of third persons or resulting from the willful or negligent acts or omissions of the Customer, any of which costs shall be for the sole account of the Customer. The Customer will not permit the name of Moore Propane Ltd. or the serial number on the tank or other Equipment to be obliterated. The Customer further agrees that he will not permit any conditions to exist that will result in the said Equipment as installed being in violation of any applicable laws, by-laws, codes and regulations.

The Customer acknowledges he owns or has the exclusive right of possession of the real property whereon the Equipment is situated, and that if he sells such real property, or his exclusive right of possession terminates, he agrees to provide Moore Propane Ltd. immediate notification thereof.

In the event the Customer or a mortgagee or purchaser of the Customer's premises or any execution creditor or judgement creditor of the Customer refuses to admit the title of Moore Propane Ltd. to the Equipment or any part thereof, or refuses to permit Moore Propane Ltd. to retake possession of same, or in the event the Equipment is lost, stolen or destroyed, the Customer will forthwith upon demand pay to Moore Propane Ltd. the then current replacement value of the Equipment located on the Customer's premises which shall be a debt owed by the Customer to Moore Propane Ltd.

2. LIABILITY:

The Customer assumes all risk and liability for loss, damage or injury to persons or property of the Customer or Moore Propane Ltd. or others arising out of the delivery, presence or use of the Product and/or the presence or use of the Equipment provided that Moore Propane Ltd. shall be responsible for loss, damage, or injury arising out of the negligent acts or omissions of Moore Propane Ltd., its employees or agents. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED REGARDING THE PRODUCT AND/OR THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR THE PURPOSE, AND MOORE PROPANE LTD. SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE PRESENCE OR USE OF THE PRODUCT AND/OR THE EQUIPMENT.

3. TERMINATION:

The parties agree that should the Customer's annual requirements for Product be less than twice the total capacity of the Equipment provided to the Customer by Moore Propane Ltd., Moore Propane Ltd. shall have the right, at its option, to terminate this Agreement upon notice to the Customer.

The Customer agrees in the event of default by the Customer of any of the terms or conditions of this Agreement, Moore Propane Ltd. shall have the right upon providing to the Customer the minimum notice requirement by law in the particular jurisdiction and in addition to any other remedies it may have in respect to any monies owed to Moore Propane Ltd. by the Customer, to enter onto the Customer's premises without further permission or legal process and disconnect and/or remove any or all of the Equipment located thereon and the Customer does hereby release and absolve Moore Propane Ltd. from any and all liability for damage caused to the Customer or the Customer's property as a result of such disconnection and/or removal and does further indemnify and save harmless Moore Propane Ltd. against any claims for damage whatsoever caused to third parties by Moore Propane Ltd. which result from such disconnection and/or removal irrespective of whether the damage is caused by Moore Propane Ltd., its employees, agents or sub-contractors. Without limiting the generality of the foregoing the Customer agrees that such release, absolution and indemnity shall include damage caused by the failure or inability of any domestic or commercial appliances or equipment to function as the result of this disconnection and/or removal.

FORCE MAJEURE:

Moore Propane Ltd. shall not be responsible for any failure or omission in the performance of the provisions of this Agreement, if such failure is caused by or arises directly or indirectly from acts of storm, floods, strikes, labour troubles, wars, riots, equipment failure or malfunction, failure of carriers or suppliers to transport or furnish product or other contingencies beyond the reasonable control of Moore Propane Ltd. which would make performance commercially impractical.

5. WAIVER:

If either party fails to require the other party to perform or overlooks a breach of any provision of this Agreement, such failure or overlooking shall not be taken as condoning such non-performance or breach, nor prevent the party from subsequently taking action respecting such or other non-performance or breach. Any provision of this Agreement prohibited by any applicable law, by-law or regulation of any appropriate governmental authority shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

6. ASSIGNMENT:

The Customer may not assign this Agreement without the prior written consent of Moore Propane Ltd. Except as herein provided with respect to assignment, this Agreement shall enure to the benefit of and be binding upon each party hereto their respective successors and permitted assigns.

7. NOTICE:

Any notice required under this Agreement shall be deemed given when personally delivered to the other party, or, if mailed, ten (10) working days after the dates such notice is posted to the address indicated herein.

8. SCOPE:

This Agreement constitutes the full understanding between the parties hereto and there are no other promises, representations or warranties affecting this Agreement, and no amendment to this Agreement shall be effective unless signed by an authorized person of Moore Propane Ltd.