



LP GAS DISPENSER AGREEMENT

State of Kentucky, County of Mercer.

This agreement, made this 29th day of July, 2022 by and between Southern States Cooperative, Inc., hereinafter called SSC, and the Mercer County School System hereinafter called the Consumer:

W I T N E S S E T H:

WHEREAS, SSC agrees to lease or rent certain equipment for the Consumer's convenience in utilizing Liquefied Petroleum Gases to be purchased from SSC and the Customer is desirous of leasing or renting said equipment;

NOW, THEREFORE, for and in consideration of \$0, the tank installation fee ("Installation Fee") if applicable, paid to Harrodsburg SSC and receipt of which is hereby acknowledged, SSC hereby agrees to lease or rent the following described equipment (the "Equipment") to be used exclusively for storage of propane which will be purchased by the Customer from SSC subject to the conditions herein.

Tank Size/ Serial Number	Manufacturer	Dispenser/ Serial Number	Manufacturer
1,000 gal / 1314921	Quality Steel	Model LPM-102 / B18918	Liqua-Tech

together with all valves and regulation equipment attached thereto.

Customer hereby agrees to pay a yearly rental of \$0 ("Rental Fee") for the Equipment, which rent is due and payable annually in advance and is nonrefundable.

Title to the Equipment shall remain in SSC, and shall be exempt from levy, sale or distress of any nature whatsoever, by creditors of the Consumer, or the Consumer's Landlord if the Customer is not the owner of the premises on which the Equipment is installed; and it is further agreed to, and understood, by and between the parties hereto that the Equipment and liquid propane contained therein shall remain personalty and shall not become part of the realty, regardless that it may be actually attached to the realty, or to any fixture thereon.

The additional provisions below are and constitute a part of this agreement.

WARNING

THE INTENSITY OF ETHYL MERCAPTAN STENCH (PROPANE'S ODOR) MAY FADE DUE TO CHEMICAL OXIDATION. ADSORPTION OR ABSORPTION: SOME PEOPLE HAVE NASAL PROBLEMS AND MAY NOT BE ABLE TO SMELL THE ETHYL MERCAPTAN STENCH (PROPANE'S ODOR). OTHER ODORS MAY MASK OR HIDE THE ETHYL MERCAPTAN STENCH (PROPANE'S ODOR). WHILE ETHYL MERCAPTAN (PROPANE'S ODOR) MAY NOT IMPART THE WARNING OF THE PRESENCE OF PROPANE IN EVERY INSTANCE, IT IS GENERALLY EFFECTIVE IN A MAJORITY OF SITUATIONS. FAMILIARIZE YOURSELF WITH THE SMELL OF PROPANE. ASK YOUR SSC REPRESENTATIVE FOR MORE INFORMATION ABOUT THE ODOR OF PROPANE AND THE OTHER SAFETY CONSIDERATIONS ASSOCIATED WITH THE USE OF PROPANE.

1. The term of this Agreement shall commence on the date above and continue through June 30, 2025 (the "Initial Three-Year Term"). The Agreement will automatically renew for subsequent one (1) year terms (the "Term(s)") commencing on July 1, 2026 through June 30, 2030, unless earlier terminated according to the terms herein.
2. The Equipment shall remain the property of SSC, and SSC may add to, deduct from or otherwise alter the same. SSC, as owner of the Equipment, will be responsible for insurance coverage on the Equipment in an amount sufficient to cover it.
3. The Customer shall maintain two million dollars (\$2,000,000.00) per occurrence of Comprehensive General Liability Insurance, including products liability insurance and shall name SSC as an additional insured.
4. The Customer grants to SSC free right of ingress and egress to the premises of the Customer for all purposes necessary to the rendering of service and delivery of liquid gases. The Equipment shall remain the personal property of SSC, even if attached to realty. Customer acknowledges that the Equipment can be removed from the premises without damage thereto.
5. The Customer agrees to permit no adjustments, connections, or disconnections of any kind to be made to the Equipment except by SSC or its authorized representatives.
6. The Customer agrees to use only such appliances as are listed as standard by the American Gas Association.
7. The Customer agrees to permit SSC or its authorized representative to install the Equipment in accordance with National Board of Fire Underwriters' Standards in such location as to be easily accessible to SSC's delivery trucks.
8. The Customer shall pay ad valorem or other local, state and federal taxes assessed against equipment described herein.
9. All propane shall be purchased exclusively from SSC at contracted price. Because the market price of LP gas price fluctuates between school years, the contracted price will need to be altered and agreed upon by both parties prior to each July. The contracted price will depend on the LP rack price.
10. The Customer agrees that SSC may without notice shut off the supply of propane or terminate this Agreement at any time for any of the following causes:
 - (a) Breach of any of the terms and conditions herein.
 - (b) Non-payment of any charges for propane, or other charges hereunder. All payments, including Installment Fee and Propane Fee, are due in accordance with and subject to the terms of the Credit Agreement.

- (c) Non-occupancy by the Customer of premises where the Equipment is located.
- (d) Customer agrees to be placed on auto-fill. Failure of the Customer to pay SSC for special trips to deliver gas made necessary by the Consumer's failure to pay bills when due, failure to give adequate notice for delivery (minimum of three business days if not on Auto-Fill).
- (e) If any gas other than that of SSC is used by the Customer without authorization in the Equipment.
- (f) If a mortgage or other prior lien upon the premises is foreclosed, or if there is a sale or other transfer or conveyance of the premises.

11. Upon termination of this agreement for any cause, SSC or its authorized representative may, without notice or demand, and without legal process, enter the premises of the Customer here the equipment is located and take possession and remove the same; and the Customer expressly waives all claims for damage and waives all rights under local, or other, ordinances or laws regulating the removal of said equipment, and it is expressly agreed that the removal of the Equipment, or the termination of this agreement shall not be deemed to be a waiver by SSC of any and all other remedies provided by law.

12. Either party may terminate this agreement if the other party breaches any of the terms and conditions herein. Furthermore, either party may terminate this Agreement without cause by giving the other party ninety (90) days' written notice.

13. The Customer agrees to indemnify and to hold SSC harmless from any claims, demands, actions and liability from damages that may be sustained by anyone to his person or property which arise out of or are in any way connected with Customer's use or operation of the Equipment or the storage of liquified petroleum gas therein.

14. The Customer warrants that this agreement is not a violation of any existing contract for the purchase of propane installation of the Equipment.

15. SSC's ability to perform under this agreement is subject to strikes, accidents, delays, Acts of God or natural disasters, or other causes beyond its control and no damages shall accrue or incur to the Customer by virtue of an inability of SSC to perform as a result of said causes.

16. The laws of the Commonwealth of Virginia shall govern the interpretation and enforcement of this Agreement and all supplements, amendments, and modifications thereof.

17. This Agreement supersedes all prior Agreements between the parties regarding the subject matter and may be modified only by a writing signed by both parties. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a written document executed by both parties.

THIS AGREEMENT IS NOT ASSIGNABLE OR TRANSFERABLE BY THE CUSTOMER WITHOUT WRITTEN CONSENT BY SSC.

IN WITNESS WHEREOF, the parties hereto have executed this contract, the day and year first above written.

DIRECTIONS: _____

DOES CUSTOMER OWN PROPERTY ON WHICH TANK WILL BE LOCATED? Yes X No _____

LANDOWNER'S CONSENT

I, _____, the owner of the property now occupied by the above named _____, hereby consent to the installation of the above-mentioned equipment, subject to the entire terms and conditions of the above contract, hereby waive landlord's lien and privileges thereon, and agree to allow Southern States its successors and assigns, a reasonable time after the expiration or cancellation of said contract to go on the premises and remove such equipment from the said premises without obtaining further consent from the undersigned.

Dated this _____ day of _____, 20____.

Chas. H. Porter "Southern States Co-op"
27 July 22