



112 South Grove St  
Petersburg, WV 26847

## EQUIPMENT AGREEMENT

AGREEMENT, made this Choose an item. day of Choose an item. 20Click here to enter text.

between Petersburg Oil Company, a West Virginia Corporation, hereinafter referred to as Petersburg Oil, and Click here to enter text., of Click here to enter text., hereinafter referred to as Buyer.

WHEREAS, Buyer has requested Petersburg Oil and Petersburg Oil is willing, to provide the following equipment and facilities in connection with the storage, handling, or sale of certain petroleum products:

Click here to enter text.

NOW, therefore this agreement witnessed, that Petersburg Oil agrees to lend to Buyer the above equipment and facilities, to be installed and maintained upon premises situate at Click here to enter text. subject to the following terms and conditions, by which Buyer agrees to abide.

1. That the said equipment and facilities shall be used solely in connection with the storage, handling and/or sale of petroleum products delivered or purchased from Petersburg Oil.
2. That said equipment and facilities and all appliances connected therewith shall at all times be and remain the property of Petersburg Oil and Buyer will not damage, encumber or remove said equipment or do any act of thing whereby the title of Petersburg Oil thereto may be in anyway be affected or prejudiced.
3. That Buyer shall maintain said equipment and facilities in good condition at his own expense and shall pay all licenses, taxes or other charges assessed or levied upon said equipment or upon the use thereof. Buyer shall be responsible for any containment not supplied but required by law.
4. That Petersburg Oil may remove all or any part of said equipment and facilities at any time following the discontinuance of the handling, storage, and/or sale of products delivered or purchased from Petersburg Oil upon and from the premises on which said

equipment is installed, or following the termination of any agreement between Petersburg Oil and Buyer now in effect or hereafter entered into covering the handling, storage and/or sale of such petroleum products upon and from said premises, but pending any such discontinuance or any such termination Buyer shall not remove or cause to be removed any of said equipment and facilities from said premises without the prior written consent of Petersburg Oil.

5. That Buyer shall indemnify and save harmless Petersburg Oil, its successors and assigns of and from any and all liability or claims for loss, damage or injury to persons or property (including, but not by way of limitation, Buyer his/their agents, servants, employees, and representatives or the property of any of them), caused or occasioned by the use of said equipment or by leakage, fire or explosion of any products stored in or contained in or drawn through said equipment and facilities or otherwise, whether due to imperfection in said equipment and facilities or any part thereof, latent or patent, or to any fault in the installation thereof, whether the same arises from negligence or otherwise.
6. That Buyer will purchase the capacity of the tank in product every 6 months or a \$100.00 rental fee will be assessed to the Buyer.

In Witness whereof the parties hereto have caused there present to be duly executed the day and year first above written.

**Petersburg Oil Company**

X

\_\_\_\_\_  
Borrower Printed Name/Title

X

\_\_\_\_\_  
Representative

X

\_\_\_\_\_  
Borrower Signature

X

\_\_\_\_\_  
Witness Signature