

COMPANY INFORMATION

Date: _____
 Name: _____
 Address: _____
 Telephone: _____

AGREEMENT NUMBER: _____
 Company: Streamline Resources
 Address: 515 N Sam Houston Pkwy #610
Houston Texas, 77060
 Telephone: (832) 641-3497

AGREEMENT

This agreement between Streamline Resources (herein referred to as "Streamline") and the individual or company listed above (herein referred to as "Purchaser") is for all tanks and/or equipment, to be supplied by Whitener Enterprises, Inc. for the Purchaser's use under the following conditions:

- Streamline will supply all product(s) introduced to the storage tank.
- Purchaser agrees not to purchase or accept delivery of any product(s) into tanks owned by Streamline from any other supplier or source.
- Purchaser agrees to maintain tanks and/or equipment in proper working condition.
- Purchaser agrees to pay for any damages to tank(s), containment pan(s), lock box(es) and/or equipment while in the Customer's possession.
- Purchaser agrees to purchase a **"Minimum Monthly Volume"** (see chart below) for each tank in Customer's possession.
- Purchaser agrees to pay a **"Less Than Minimum Assessment Fee"** (see chart below) if the "Minimum Monthly Volume" is not met for each tank.
- Purchaser will be assessed a **"Service Call" fee of not less than \$125.00 for repairs/maintenance on tank(s) and equipment when required.**
 - Service Call fee does not include any repair parts.
- Purchaser must keep their account in good standing while in possession of tanks and equipment owned by Streamline or Streamline Vendor Partner.
 - Purchaser must maintain account within credit terms
 - Purchaser must stay within credit limits
- Purchaser is responsible for all fluids, trash, and debris inside containment pan(s).
 - Containment pans returned with liquids, filters, trash, and/or debris inside shall incur a **Clean Out Fee of \$175.00.**
 - If the containment pan contains fuel or petroleum products:
 - Whiteners can arrange to have the waste petroleum products **removed and disposed at market price.**
 - Purchaser can arrange to have the waste petroleum products removed at any time or prior to return to Streamline.
- It is the Purchaser's responsibility to maintain the drain plugs to be in place during operation.

MINIMUM MONTHLY VOLUME

TANK SIZE (GALS.)	MINIMUM MONTHLY VOLUME (GALS.)
500	800
1,000	1,600
2,000	3,600
4,000	5,600
6,000	9,000
8,000	12,000
10,000	14,800

LESS THAN MINIMUM ASSESSMENT FEE(S)

TANK SIZE (GALS.)	MONTHLY FEE(S) PER TANK (DOLLARS)
500	\$400.00
1,000	\$500.00
2,000	\$750.00
4,000	\$950.00
6,000	\$1,100.00
8,000	\$1,300.00
10,000	\$2,500.00

ACKNOWLEDGEMENT

All lines below MUST be initialed by Purchaser PRIOR to release of tank(s) and/or equipment.

INITIAL I understand that I (or my company) is responsible for any damages to the tank(s), containment pan(s), lockbox(es), and equipment while in my (our) possession.

INITIAL I understand there is a **MINIMUM MONTHLY VOLUME** (shown in gallons in the table above) I must purchase during each calendar month.

INITIAL I understand that I must purchase the **MINIMUM MONTHLY VOLUME** for the use of this equipment, or I will be assessed a **LESS THAN MINIMUM ASSESSMENT FEE** for each tank I have in my possession as stated in the table above.

INITIAL I understand that if I return (or have picked up) a tank which has fluids, filters, trash, and/or debris in a containment pan, I will be assessed a **CLEAN OUT FEE of \$175.00.**

INITIAL I understand that I am responsible for repairs and/or replacement of any tank(s), containment pan(s), lock box(es), pump(s), meter(s), hose(s), filter(s), swivel(s), and equipment used to store or dispense product(s); which are not covered under manufacturer's warranty, including the "Service Call" fee listed above.

PURCHASER

STREAMLINE RESOURCES

 Authorized Agent Signature

 Authorized Agent Signature

 Printed Name

 Date

 Printed Name

 Date

IT IS UNDERSTOOD AND AGREED UPON THAT:

That Purchaser is the owner or lessee of the premises above referred to; if lessee, that he has a valid and subsisting lease for said premises from the legally recognized owner of and that he will procure the written consent of the owner of said premise to the installation of the equipment above mentioned, which consent shall provide that the equipment provided, stored or installed upon said premises shall be exempt from levy, sale, or distress for rent, and that upon the termination of this contract, Streamline or its vendor partners shall have the unrestricted right to enter upon the premises and to remove any and all of its property there from.

It is expressly understood and agreed that the title to said equipment shall at all times remain in Streamline Resources or Vendor Partner, and that in no event shall such equipment be considered a part of the real estate, nor shall the same be levied upon or sold as the property of the Purchaser. Should said equipment be levied upon, said Purchaser shall forthwith give notice, both to the levying creditor, disclaiming ownership, and to Streamline Resources, that it may protect its property rights. Said Purchaser shall not encumber or remove said equipment or do or suffer to be done anything whereby said equipment or any part thereof shall be seized, taken in execution, attached, destroyed, or damaged, or by which the title Streamline Resources or Vendor Partner to the same may in any way be disturbed or prejudiced.

Said equipment shall be used solely for storage, handling and advertising of petroleum products purchased by Purchaser exclusively from Streamline Resources, and any other use of equipment shall be a breach of this contract, justifying immediate cancellation and termination of thereof by Streamline Resources, and by said cancellation and termination, Streamline Resources and Vendor Partner shall have unrestricted right to access the property of which said equipment is located for the purpose of removal of said equipment.

Said Purchaser shall at his own cost and expense, maintain said equipment in good condition and repair so long as he shall continue to use the same. In case said equipment is injured, destroyed, lost, or stolen while in his possession under this agreement, or before it has been returned to the possession of Streamline Resources as herein provided, said Purchaser agrees to pay to Streamline Resources the reasonable cost of repairing said equipment, or in the case of destruction, the full value thereof in cash. If necessary, repairs to said equipment exceed more than one-half the full value in cash, Streamline Resources retains the right to payment for the full value in cash by the party of the second for said equipment.

Said Purchaser shall pay and discharge any and all licenses, taxes or other charges that may be assessed upon said equipment while in his or its possession, or upon the use of the same and the business incident thereto.

Said Purchaser shall indemnify and save harmless Streamline Resources of and from any and all liability for loss, damage, injury or other casualty to persons or property, caused or occasioned by any leakage, fire, or explosion of petroleum products stored in or dispensed from said equipment, or in any way growing out of or resulting from the installation and operation of said equipment, whether the same results from the negligence or otherwise.

Should Purchaser at any time use said equipment of any part thereof for any other purpose than storage, handling, and advertising of petroleum products purchased from Streamline Resources ,the right to the use of said equipment shall forthwith terminate, and Streamline Resources shall have the right to immediately enter upon said premises and remove said equipment, and every part thereof, without liability to Purchaser for damages direct or incidental resulting from such removal.

It is further agreed that should Purchaser neglect to pay for any petroleum products purchased by him from Streamline Resources, then the right to the use of said equipment shall terminate and Streamline Resources may thereupon cancel this contract and immediately enter upon said premises and remove said equipment without liability for damages and incidental or otherwise resulting therefrom.

For the use of said equipment Purchaser agrees to pay Streamline Resources for all petroleum products as well as any and all amounts listed under the terms of this agreement. The terms of this agreement shall remain in effect for the duration of the period of time that Purchaser has in its possession said equipment and will not expire before.

This contract is understood and agreed upon by both parties under mutual consent but subject to cancellation at any time by either party upon ten (10) days written notice to the other party. It is further understood and agreed that this contract shall immediately terminate upon the sale or other disposition of the premises by Purchaser.

It is understood and agreed that any indulgence of Streamline Resources in exercising its right of cancellation or delay in the removal of said equipment, or in continuing the sale of petroleum products to the lessee, or after any other breach of this agreement by the Purchaser, shall not constitute or be construed as a waiver of any of the rights of Streamline Resources under this agreement.

Upon the expiration of this agreement, however effected, Streamline Resources shall have the right with its agents and employees to enter upon the premises and remove said equipment and every part thereof, and Purchaser covenants and agrees to afford Streamline Resources every opportunity for such removal, and releases and waives to Streamline Resources any claim for damages, direct or incidental, incident thereto.

Purchaser hereby agrees to reimburse Streamline Resources for any and all expenses incurred by Streamline Resources in the removal and/or relocation of said equipment where such removal and/or relocation is necessary due to the conveyance or lease of all or any portion of the premises or the same is taken by condemnation under the power of eminent domain.

This agreement contains each and every agreement and understanding existing between the parties relative to the subject matter of this contract, and no agent of the Company has authority to change, modify, or add to this contract, or to make any other or further agreements in connection therewith. It is further understood and agreed that this contract shall not become binding upon Streamline Resources until approved and signed by its Owner or authorized Agent. This contract is not assignable by Purchaser without the written consent of Streamline Resources.

ACKNOWLEDGEMENT:

By signing below, I am an owner or authorized agent eligible to enter into this agreement on behalf of myself or the company listed on the first page of this Agreement. I have read and reviewed all information within this Agreement and agree to all terms contained herein.

PURCHASER

Streamline Resources

Authorized Agent Signature_____
Authorized Agent Signature_____
Printed Name_____
Date_____
Printed Name_____
Date