

# EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT (Agreement), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between ROBINSON OIL COMPANY, INC. (Robinson Oil), and \_\_\_\_\_(User).

WITNESSETH:

WHEREAS, Robinson Oil owns equipment which facilitates the use of Robinson Oil products by User; and

WHEREAS, User desires to utilize Robinson Oil equipment at one or more locations for the benefit of Robinson Oil and User.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions set forth below, the parties agree as follows:

Description of Equipment: \_\_\_\_\_, collectively referred to as "equipment".

Replacement Value of Equipment: \_\_\_\_\_

Location for Placement of Equipment: \_\_\_\_\_

- 1. Use of Equipment.** Robinson Oil agrees to placement of the equipment at the location set forth above, and use of the equipment by User. The equipment may only be used by User with Robinson Oil supplied products. Use of the equipment by User with any product not supplied by Robinson Oil shall be deemed to be a material breach of this Agreement.
- 2. Term.** This Agreement shall continue for the period of time User uses Robinson Oil supplied products, provided User is current in all payment or other obligations to Robinson Oil.
- 3. Repairs and Maintenance.** User shall be responsible for all repairs and maintenance to the equipment.
- 4. Termination.** This Agreement may be terminated by either party for any reason, by giving notice of not less than thirty (30) days, provided, however, if User is in default on any payment or other obligation to Robinson Oil, notice of termination shall be not less than three (3) days.
- 5. Liability and Indemnification.** User shall be liable for any and all damage to the equipment. User shall be liable for any and all damages or injury to persons or property caused by any use of the equipment. User shall be solely responsible for any and all environmental hazards caused by or related to use of the equipment. User shall indemnify Robinson Oil for any and all damages which may be claimed by any person or entity as a result of use of the equipment.
- 6. Delivery and Pickup of Equipment.** Robinson Oil shall be responsible for delivery of the equipment, and pickup of the equipment upon termination of this Agreement. The equipment shall be returned by User to Robinson Oil in good condition, subject to normal wear and tear.
- 7. Ownership of Equipment.** Robinson Oil shall maintain ownership of the equipment, and User shall not acquire any ownership interest in the equipment, regardless of maintenance, repairs, or replacement which might be deemed to be necessary as a result of damage to or loss of the equipment.

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

ROBINSON OIL COMPANY, INC. \_\_\_\_\_, User

By \_\_\_\_\_  
Charles D. Robinson, President

By \_\_\_\_\_