

## UNDERGROUND TANK RELEASE AND INDEMNIFICATION AGREEMENT

This Underground Oil Tank Indemnification Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, with an address at \_\_\_\_\_ (“Customer”) and \_\_\_\_\_, a Massachusetts Corporation with an address at \_\_\_\_\_ (“Company”).

WHEREAS, Customer is a heating oil customer of the Company; and

WHEREAS, it is the general policy of the Company not to deliver heating oil to underground/buried heating oil tanks; and

WHEREAS, Customer nevertheless wishes the Company to deliver heating oil to Customer’s underground/buried oil tank, and Customer has agreed to represent and warrant to the Company that said oil tank is in good condition and without any leaks; to maintain said oil tank in good condition and free from leaks, and to release and indemnify the Company from and against any and all claims, damages and liabilities arising from any leaks, spills and/or releases in and from such tank; and

WHEREAS, the Company is willing to deliver heating oil to Customer’s tank only conditioned upon and in reliance upon such representation and warranty, and upon such release and indemnification from Customer.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer hereby agrees as follows:

1. Customer represents and warrants to the Company that Customer’s underground heating oil tank located on Customer’s premises at \_\_\_\_\_, including without limitation all valves for said tank, and all oil lines and piping running to and from said tank (collectively “the Tank”) is in good condition, has not leaked in the past, and does not presently leak; that the Customer will maintain said Tank in good condition and free of leaks; and that Customer will have the Tank inspected periodically (at least once a year) to confirm it is still in good condition, and will maintain all necessary permits with respect to such Tank. In the event Customer receives any information leading customer to believe that the Tank is or may be leaking or that it is not in good condition, Customer shall immediately notify the Company so that the Company may cease all oil deliveries to said Tank. The Company may also, in its sole and absolute discretion, cease all deliveries to the Tank at any time and will so notify the Customer.

2. Customer understands, acknowledges and agrees that the Company cannot observe, inspect or maintain the condition of the Tank because it is below ground, and that the Company has no obligation or responsibility to observe, inspect or maintain the Tank; and that the Company is and will be relying upon Customer’s warranties,

representations and agreements in paragraph 1 above in delivering heating oil to the Tank.

3. Customer releases and discharges the Company, its officers, directors, employees, agents, servants, contractors and affiliated companies (collectively “releasees”) and their successors and assigns of and from any and all claims, suits, actions and liabilities for injuries, damages, losses, property damage, clean-up costs, government-mandated charges and costs, costs, expenses, interest, fines and penalties, including attorneys’ fees in connection therewith, arising in any way from any past, present or future leak, spill or release of heating oil from the Tank; and Customer further agrees to indemnify the releasees and their successors and assigns against, and to hold the releasees, their successors and assigns harmless from, any and all claims, actions, suits, proceedings, losses, damages, costs, expenses, penalties, interest, fines and liabilities, including attorneys’ fees and costs in connection therewith, and including without limitation bodily injury, property damage or government mandated clean-up costs caused by oil pollution, arising from any past, present and/or future spill, leak or release of heating oil from the Tank.

4. Customer represents and agrees that [he/she/it] has had the opportunity to seek, and obtain the advice of an attorney of [his/her/its] own choosing with respect to this Agreement, that [he/she/it] has carefully read and fully understands all of the provisions of this Agreement, that [he/she/it] is competent to sign this Agreement, and is voluntarily entering into this Agreement.

EXECUTED as a sealed instrument this \_\_\_ day of \_\_\_\_\_, \_\_\_09.

CUSTOMER:

COMPANY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_