



5296 Breakers Way, Carmel, IN 46033

 www.tanksdata.com
 tanksdata@gmail.com
 (317)-300-6065

Service Agreement

This Contract, when accepted by Tanks Data LLC, an Indiana limited liability company ("Company"), is made and entered into this day of 03/23/2023, by and between:

Client: Dhanlaxmi Food Mart INC

Address: 1911 US -50, Bedford, IN, 47421

Signing Representative: Bhikabhai Patel

RECITALS

WHEREAS Client wishes to retain Tanks Data LLC to perform services for managing compliance of gas stations.

WHEREAS Tanks Data LLC wishes to perform these services in lieu of mutually agreed compensation listed below.

NOW THEREFORE, in consideration of the mutual benefits and promises, and other good and valuable consideration stated herein, Tanks Data LLC and Client hereby agree as follows:

1. Scope of Work

Managing compliance of gas station(s) listed in "Annexure I," subject to timely supply of all required paperwork/documents and timely response to all other required questions in this regard, within stipulated time frame. Managing compliance does not include any work which requires any certification or licensing including any environmental certification. Client(s) signing this contract agree to provide all paperwork within 2 days of making the request of required documents by email/phone and immediate response to all other required testing/repair needs.

2. Compensation

Client agrees to pay and authorize Tanks Data LLC to charge \$ 100 per month per facility for the list of facilities provided in “Annexure I” in consideration of services to the Client, effective from the signing of this contract, until the cancellation of this contract by any party by giving 10 days written notice without any obligation.

3. Confidential Information

Confidential Information means any current or future technical and non-technical information related to the Company’s business. Except as permitted in this Section, Client shall not use, disseminate or in any way disclose Confidential Information.

4. Term and Termination

Time is of the essence in the provision of services under this Agreement. This Agreement shall be effective as of the date of signature by the parties and remains in full force until the cancellation by any party by giving 10 days written notice.

5. Governing Law

This Agreement shall be governed under the laws in the State of Indiana.

6. Indemnification

The Client shall indemnify and hold Tanks Data LLC, Tanks Data Maintenance Services Inc., its members, managers and officers, and its agents and employees, and affiliates harmless from any and all claims, causes of action, losses, damage, liabilities, costs, and expenses, including reasonable attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by Tanks Data LLC, Tanks Data Maintenance Services Inc., its agents or employees under this Contract.

7. Severability

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules -

that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

8. Change in Terms and Conditions

The Company reserves the right to review and change these terms and conditions at any time.

9. Warranty and Liability

The Company does not make any warranty or representations about suitability, reliability, availability, timeliness, and accuracy of the information, product, or services provided. The Company and its suppliers disclaim all warranties and conditions regarding products and services including all implied warranties or conditions of parts, equipment, merchandise, fitness for a particular use, title, accuracy, non-infringement that may arise while performance of services. The total liability in any case for any reason whatsoever arising out of the performance/nonperformance of services shall not exceed \$100, which shall be complete and exclusive.

10. Final Agreement

It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

11. Arbitration

These terms and conditions contain an arbitration provision and class action waiver. Parties shall honestly try to resolve any dispute arising out of this by negotiations among them or by calling a mediator. Dispute resolution shall be a precondition before initiating any arbitration.

12. Additional Terms and Conditions

- The parties signing this contract agree that this document maybe transmitted digitally or electronically. The parties agree that digitally signed signatures will constitute their original signatures.
- The contract constitutes the entire contract between the parties and cannot be changed except by their written consent.

- In case of breach of this contract by any party to this contract, no party shall be entitled to any damage or loss or costs or expenses.
- Alternate Dispute Resolution: Parties to this contract shall honestly try to resolve any dispute arising out of this contract by negotiations among them or by calling a mediator.
- The Client authorizes to solicit any kind of business and allows for emails and phone calls in this regard.
- By signing this contract, the Client expressly authorizes Tanks Data LLC, Tanks Data Maintenance Services Inc., and/or its affiliates to manage, schedule, and conduct all necessary testing and repairs required for compliance management of the gas station(s) listed in "Annexure I." This includes, but is not limited to, annual and triennial testing, as well as any other maintenance work deemed necessary by Tanks Data LLC, Tanks Data Maintenance Services Inc., and/or its affiliates for compliance purposes. In the event that Tanks Data LLC, Tanks Data Maintenance Services Inc., and/or its affiliates are not performing the maintenance/repair works, such services will be arranged through a third-party vendor upon the Client's approval. Tanks Data LLC, Tanks Data Maintenance Services Inc., and/or its affiliates will not be responsible for the maintenance/repair works conducted by the third-party vendor.
- The Client authorizes to conduct the required Annual and Triennial Testing or any other Testing and to do any other required Maintenance works as approved by the client.
- Tanks Data LLC and its affiliated businesses shall not be liable for any loss or damage tangible or intangible accruing out of this contract. The total liability in any case for any reason whatsoever arising out of the performance/nonperformance of services shall not exceed \$100, which shall be complete and exclusive.
- The client shall provide reasonable access to his premises for performing the said service under this contract.
- The client authorizes:
 - a. Communication and delivering of any documents to IDEM or any third Party on any issue relating to management of Compliance of the above listed gas stations including Tank Fees.
 - b. Schedule and attend meetings with IDEM or any third Party.
 - c. Schedule or do any required testing and repairs and collect reports in this regard, the authority herein will include any acts that are reasonably required to carry out and perform the specific tasks listed above.
 - d. By signing this contract, the client approves that the testings and repairs will be taken care of by Tanks Data LLC, Tanks Data Maintenance Services Inc., and/or its affiliates.

Annexure - 1

Sr No.	Address	Facility ID	Company Name	Routing No.	Account No.
1	1911 US HWY 50 E, Bedford, IN, 47421	16476	Dhanlaxmi Food Mart INC		
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Payment Authorization

Name:	
Company:	
Bank Name:	
Routing Number:	
Account Number:	

I hereby authorize Tanks Data LLC to Charge \$ 100 per facility every month for FIDs listed in "Annexure I" services under this contract.

Signature:	 Bhikabhai Patel (Aug 13, 2024 17:18 EDT)
Name:	Bhikabhai Patel
Date:	13/08/2024
Title:	President
Company:	Dhanlaxmi Food Mart INC
Name on Card:	
Credit/Debit Card No:	
Expiration/Validity:	
CVC:	
Billing Address:	

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Client's Signature:	 Bhikabhai Patel (Aug 13, 2024 17:18 EDT)
Date:	13/08/2024
Print Name:	Bhikabhai Patel
Title:	President
Company:	Dhanlaxmi Food Mart INC
Signature:	 Bhikabhai Patel (Aug 13, 2024 17:18 EDT)

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Company:	Tanks Data
Date:	08/13/2024
Print Name:	Virender Kumar

FID #16476 Contract Agreement

Final Audit Report

2024-08-13

Created:	2024-08-13
By:	Tanks Data (tanksdata01@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEmanTOyStmdLoJyoPor64A8lq9CqDrGe

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-  Document e-signed by Bhikabhai Patel (patelashvin915@gmail.com)
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