



Owatonna Energy Office
 900 30th Place NW
 Owatonna, MN 55060
 507-446-5000 or 866-333-1220

Northfield Energy Office
 1500 Hwy. 3 South
 Northfield, MN 55057
 507-664-3103 or 800-584-6689

Propane (LP) Home Heat Contract

Date: _____

Account # _____

Name: _____

Address 1: _____

Address 2: _____

City, State Zip: _____

This contract is for the 2011 - 2012 heating season.

A - Prepay: ____ I will prepay _____ gallons of propane at \$_____ price per gallon. I am enclosing payment in the amount of \$_____. I understand my gallons need to be paid for in full to guarantee this prepay propane contract. These prepaid gallons will be delivered through April 15th. If I exceed these prepay gallons before April 15th I understand I will pay the current market price at the time of each delivery.

B - Budget: ____ I will contract _____ gallons of propane at \$_____ which is a locked price per gallon and will make 11 monthly installments of \$_____, starting with the first payment due in June, and any remaining charge/credit balance due in May. Budget payments are strongly encouraged to be directly withdrawn from a checking/savings account with electronic funds transfer (ACH). If you would like to setup ACH payments please fill in the form on the back side of this contract. **Budget contracts must be set up before the end of May and will be unavailable after May 31st.**

C - Market Price: ____ I would like to pay for my propane as it is delivered to me. I understand that it will be subject to market price at the time of each delivery. The balance on my account will be paid in full before I receive my next propane delivery, or when due on my statement, whichever is sooner. This option is only available to accounts in good credit standings. Our normal credit terms apply to this option.

Call Owatonna at 507-446-5000 / 866-333-1220, or Northfield at 507-664-3103 / 800-584-6689, for current pricing, to reserve your gallons, or to ask any questions you have. All contracted gallons and prices end no later than April 15th.

Prepay contracts are available year round and Budget contract signups are available March to May every year. You have the choice of fixing the price per gallon or paying the current price at the time of delivery on our budget program. If you choose the price at the time of delivery option, we will calculate your monthly payments based on the current budget contract price and then add \$20.00 to the monthly payment. If you choose the fixed price option, the price will be locked on the number of gallons you commit to on the contract; any deliveries in excess of the fixed price budgeted gallons will be priced at the current pricing at the time of delivery. All fixed price budget and prepay contracts will be summer filled at your contract price. All budget customers that choose the price at time of delivery option will be summer filled when we are in the area.

Please initial here _____ and sign on reverse side.

Additional terms and conditions:

- If your account with Central Valley Co-op becomes delinquent, Central Valley Co-op reserves the right to cancel this contract. If contract is canceled for this reason, customer is still subject to contract settlement.
- This contract is for bulk delivery only.
- Delivery charges apply to any requested delivery of less than current CVC posted minimum gallons at rates as posted on retail price sheet.
- CVC’s obligation to deliver fuel purchased hereunder by Customer is conditional upon the availability of fuel from CVC’s supply chain in the ordinary course of business. Additional costs of procuring fuel during supply outages will be passed on to Customer. CVC shall have no responsibility for any damages incurred by customer due to lack of delivery caused by supply outages.
- Customer acknowledges that he/she understands that prices in petroleum markets are subject to sharp fluctuations that may be unexpected and may result in losses, that any market news and pricing analysis provided by CVC as a service to Customer does not represent a recommendation or a solicitation of actions based on such analysis, and that although such analysis is based on information that CVC does consider reliable, it is no more than CVC’s current opinion; at no time does CVC represent that it is accurate or complete, and should not be relied upon as accurate or complete.
- Customer agrees that he/she is responsible for making all final decisions as to transactions effected by this memorandum of agreement.
- CVC will invoice customer a 5 cent per gallon processing fee on all undelivered contract gallons. In addition to the processing fee, CVC will invoice customer the difference on any undelivered contract gallons that are higher in price than CVC’s retail pricing on the last business day prior to contract expiration.
- Customer agrees to pay CVC’s reasonable attorneys fees and costs incurred in connection with enforcement of this agreement due to any breach of this agreement by Customer.
- Title and risk of loss of the fuel delivered by CVC to Customer passes to Customer upon delivery at the point where fuel leaves CVC or, in the case of transport load deliveries, Transport Company owned delivery equipment.
- Pricing on this contract is subject to change whenever any taxes or fees are changed or imposed by any Government agency.
- Pricing on this contract is subject to change whenever a pipeline tariff or freight rate change is imposed on CVC by CVC’s suppliers.

ACH payments are recommended with options B and C. If you wish to make payments with ACH please fill in the information below and send in a canceled check with this contract to verify your bank account information. We must have this authorization annually even if you were on ACH last year. The ACH payment option dates are the 10th or 20th of each month (please circle one; if no selection is circled we will use the 20th). Your dollars will be withdrawn each month (June thru April) on the date of your request.

Bank Name: _____

City/State/Zip: _____

Account Number: Checking _____ or Savings: _____

Routing Number: _____

This information and a canceled check are required annually if you want ACH, even if you were on ACH last year.

I authorize Central Valley Co-op to initiate electronic entries to my checking/savings or credit card account.

Signature: _____ **Date:** _____ **Daytime Phone #:** _____

By signing I confirm I have read and understand all terms and conditions of this contract. I understand I will be subject to charges if I do not take delivery of all the contracted gallons within the contracted time period. I also confirm I have received a copy of, have read, and agree to Central Valley Cooperative delivery and payment policies. **This contract must be signed and returned to Central Valley Co-op to make your contract valid.**