

Community Co-op Oil Association

9 CENTRAL AVE
FARIBAULT, MN 55021
LP Plant 507-334-8642
www.fbocoop.com

Propane Contracting Terms

- Contract Pricing is available year-round, and is based on daily market values.
 - Contract pricing is valid the day of the verbal quote, contracts are only valid once the contract has been signed and paid for.
 - 300-gallon minimum contract written for each contract.
 - Customers are eligible for Volume discount if gallons delivered to that customer exceeded 2500 gallons in the previous year. Not based on gallons purchased.
- Contracts are only good for the term and dates that are assigned. Future contracts will not be filled until that contract term. Contract delivery dates are September 1st-April 15th
- All contracted gallons will be delivered in the order that they were purchased. All contracted gallons will be delivered before rack gallons.
- If paid by credit card a 3% convenience fee will be assessed on all gallons paid by card.
- Gallons are not transferable to another patron.
- Community Co-Op's discretion to delivery location and point of sale
- Only guarantee of delivery is dates listed on contract. No daily, weekly or monthly guarantee.
- If gallons become allocated. Community Co-Op has the right to determine patron allocation, based on usage and need. Purchasing gallons in no way guarantees a right to a certain number of gallons during allocation.
- Your account must be current before any gallons can be contracted.
- Contracted gallons are for bulk delivery. Gallons cannot be used in cylinder purchases.
- Pricing on contracted gallons is subject to change if pipeline tariff, freight rate or clean up fee increases are imposed on Community Co-Op by its suppliers.
- Gallons delivered at the end the contract term:
 - If contracted gallons remaining are under 100 gallons at the end of the contract period. A delivery will not be made unless the minimum tank delivery is fulfilled.
 - If contracted gallon remaining are over 100 gallons at the end of the contract period. A delivery will only be made when a delivery truck is routed in that area.
 - To ensure delivery of any contracted gallons, patrons must call by April 5th of that contracted year.
- Contracted gallons will be delivered as a Keep Full basis. Patron must be on a scheduled route.
- Customer agrees to pay Community Co-Op's reasonable attorney fees and cost incurred in connection with enforcement of this agreement due to any breach of this agreement by patron.

Force Majeure:

Failure of either party hereto to comply with, or delay by either party hereto in performance of, any term or condition of this contract (other than the Buyers failure to pay Seller sums of money due) shall be excused if and to the extent such failure or delay is caused by acts of God, wars, fires, floods weather strikes or disputes with employees, accidents, shortage, breakdown, failure or incapacity of transportation facilities or pipelines, diminution of supplies or any law, rule or regulation or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of the party hereto responsible for or charged with such failure to delay.