



Petroleum Contract

___ Propane ___ Heating Oil ___ Diesel ___ Gasoline

Seller		Buyer	
NAME	ProVison Partners Cooperative	NAME	
ADDRESS	2327 W. Veterans Pkwy, P.O. Box 988	ADDRESS	
CITY/STATE/ZIP	Marshfield, WI 54449	CITY/STATE/ZIP	
PHONE	800-236-1041	PHONE	ACCOUNT NUMBER

DELIVERY AGENT: PROVISION PARTNERS COOPERATIVE

1. **PURCHASE AND SALE.** Seller has agreed to sell and deliver, and Buyer has agreed to purchase and receive, petroleum products in the quantity and at the price specified below during the period _____, _____ through _____, _____.

Fixed Contract Price:			
Quantity	X	Price/Gallon	= Prepay Dollar Amount
_____	X	_____	= _____
_____	X	_____	= _____

This offer expires on _____, or when the available gallons are exhausted, whichever comes first.

2. **PAYMENT TERMS.** Buyer agrees to pay the total dollar amount as specified above upon execution of this Agreement. Buyer shall be responsible to pay for all applicable taxes associated with product delivered. Normal credit terms apply to any unpaid balance.
3. **TERMS OF AGREEMENT.** The term of this Agreement shall commence on the date hereof or otherwise specified, and shall continue for the stated contract length or until the quantity specified in Section 1 (above) is delivered, whichever comes first.
4. **DELIVERY OF PRODUCT AND RISK OF LOSS.** Title to the petroleum product shall pass to Buyer upon delivery to Buyer's storage location(s). Thereafter, the care, handling, and use of petroleum product shall be at the sole risk and expense of Buyer. Buyer specifically agrees that the Seller may direct the Cooperative personnel to deliver the petroleum product covered by this Agreement at its convenience, subject to a covenant by Seller to use its best efforts to prevent Buyer from running out of petroleum product during the term of this Agreement. The parties agree, that in the event the seller needs to allocate petroleum product among its customers due to product supply shortage, it will give priority in allocation to those customers who have entered into contracts.
5. **BALANCE OF CONTRACTS.** Seller is not responsible if all contracted gallons are not used by expiration date and not obligated to deliver less than the minimum delivery gallons to finish a contract. Gallons delivered over contracted amount will be billed at current market price. If there are any unused gallons at contract expiration, the seller shall be entitled to recover the difference between the market price and the contract price at the end of the contract period.
6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, and there are no oral promises, representations, or warranties; no alteration or amendment of this Agreement will be effective unless it is in writing and signed by the Seller and the Buyer.
7. **ASSIGNMENT.** This agreement may not be assigned by Buyer.
8. **SEVERABILITY.** In the event that any provision of this Agreement is held to be invalid or unenforceable under applicable law, that holding shall not affect the validity, or enforceability, or remaining provisions of this Agreement.
9. **GOVERNING LAW.** This Agreement shall be construed, and enforced in accordance with the laws of the State of Wisconsin.

THIS INSTRUMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BECOME FULLY EXECUTED BY BOTH PARTIES.

Seller Signature _____ Buyer Signature _____

Date _____ Date _____

WHITE - Office YELLOW - Customer