



Petroleum Contract

_____ Propane _____ Heating Oil _____ Diesel _____ Gasoline

CENTRAL WISCONSIN COOPERATIVE

Seller		Buyer	
NAME	Central Wisconsin Cooperative	NAME	
ADDRESS	P.O. Box 14	ADDRESS	
CITY/STATE/ZIP	Stratford, WI 54484-0014	CITY/STATE/ZIP	
PHONE	715-687-4443 or 715-387-1291	PHONE	ACCOUNT NUMBER

DELIVERY AGENT: CENTRAL WISCONSIN 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 Price:

Quantity X Price/Gallon = Prepay Dollar Amount

_____ X _____ = _____
 _____ X _____ = _____

Maximum/Ceiling Price:

Quantity X Per Gallon Premium = Contract Premium Cost

_____ X _____ = _____

Buyer agrees to pay the above premium to cap the petroleum product cost at \$ _____ per gallon. The cap price is the maximum price that can be charged during the contract period. Customer will pay contract price or average monthly cash price, whichever is less.

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. **All partial pre pay and maximum price contracts are stated as a cash price payable within ten (10) days of delivery.** Buyer shall be responsible to pay for all applicable taxes upon receipt of an invoice for 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 Central Wisconsin 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.
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.
10. **BUY OUT.** If Buyer would request to terminate this contract at any time before the expiration date, a Buy Out fee equal to 20% of contracted price/gal. would be due on the unused gallons remaining on contract.

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