



**Propane Energy Contract**

Effective Date: \_\_\_\_\_ Time: \_\_\_\_\_

In Person  Phone

Customer Name \_\_\_\_\_ Account No. \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

Crystal Valley hereby agrees to sell and deliver, and Buyer hereby agrees to purchase and receive.

**September 1, 20\_\_ to April 30, 20\_\_**

Type of Contract: (Circle one)

Home Heat      Dryer      Livestock      Commercial

**Pre-Pay Contract or Booking Contract**

Contract Gallons \_\_\_\_\_

Contract Price \$ \_\_\_\_\_

Sub Total \$ \_\_\_\_\_

Tax Amount \_\_\_\_% \$ \_\_\_\_\_

Pre-Pay Amount Due \$ \_\_\_\_\_

Dryer Contract Price will increase after November 30, 20\_\_

Livestock Price \$ \_\_\_\_\_ Home Heat Price \$ \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_



## Terms of this agreement are on the reverse side

**Payment Terms:** "Prepay" Customer agrees to pay the total Dollar Amount as specified upon execution of this Agreement. Customer agrees to purchase all quantities of propane delivered pursuant to this Agreement ("Product") and pay for all applicable taxes related to the purchase of the Product. Crystal Valley's credit policy shall apply to all purchases of Product pursuant to this Agreement. Customer agrees to pay all cost and expenses; including attorney fees incurred by Crystal Valley in any action brought by Crystal Valley to enforce the provisions of the Agreement.

**Terms of Agreement:** The terms of this Agreement shall commence on the date hereof and shall continue until such time the Customer has taken delivery of, and paid for, the quantity of Product specified on the **reverse side**.

**Delivery of Product and Risk of Loss:** The risk of loss shall pass to Customer upon delivery of the Product at Customer's storage locations. Thereafter, the care, handling, and use of Product shall be at the sole risk and expense of the Customer. Customer specifically agrees that the Crystal Valley may direct personnel to deliver the Product covered by this Agreement at the Crystal Valley's convenience, subject to a covenant by Crystal Valley to use its best efforts to prevent Customer from running out of Product during the term of this Agreement. In the event Crystal Valley needs to allocate Product among its customers due to a Product supply shortage, it will give priority in allocation to those customers who have entered into contracts.

**Warranties and Limitations of Liability:** CRYSTAL VALLEY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. CRYSTAL VALLEY MAKES NO EXPRESS WARRANTIES EXCEPT THAT THE PRODUCT SOLD UNDER THIS AGREEMENT MEETS SPECIFICATIONS OF GAS PROCESSORS ASSOCIATION AT THE TIME OF A DELIVERY. IN NO EVENT, WILL CRYSTAL VALLEY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

**Entire Agreement:** This Agreement constitutes the entire Agreement, between the parties, and there are no oral promise, representation, or warranties, no alteration or amendment of this Agreement will be effective unless it is in writing and signed by both Crystal Valley and Customer.

**Assignment:** This agreement may not be assigned by the Customer. Customer is obligated to take delivery of contracted gallons before any other deliveries may be made.

**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 enforcement, of the remaining provisions of this Agreement.

**Customer's Obligation:** The Customer understands that Customer is obligated to purchase the quantity of Product shown on the reverse side of this Agreement. In the event Customer refuses to accept delivery of, and pay for, the quantity of Product on the reverse side of this Agreement by the expiration of the term of this Agreement, Customer will be liable to Crystal Valley for damages caused by Customer's breach of this Agreement.

**Default Provision:** If any portion of this contract remains unfilled at the expiration date due to default of Customer, Customer shall be liable to Crystal Valley for damages calculated by taking the difference between the Product price as stated in this Agreement and the rack price in effect on the last day of the term of this Agreement multiplied by the remaining quantity of unpurchased Product.

**Buy Out:** If Customer would request to terminate this contract at any time before the expiration date, a Buy Out price will be determined by calculating the difference between the Product price as stated in this Agreement and the rack price at the time of the buyout multiplied by the remaining quantity of unpurchased Product, plus a penalty of **\$0.10** per gallon on the remaining unpurchased quantity of Product.

**Extension Clause:** In the event Product is not be available at a terminal within 75 miles of Customer's location, Crystal Valley reserves the right to charge the Customer any additional freight and demurrage charges incurred from obtaining fuel from the nearest available source of supply.

**Indemnification:** Customer agrees to defend, indemnify and hold harmless Crystal Valley from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of Customer's negligence, willful, or intentional acts related to the Product sold to Customer pursuant to this Agreement, including, but not limited to: (a) all consequential damages (including, without limitation, any third party tort claims or governmental claims, fines or penalties); and (b) all court costs and reasonable attorneys' fees (including, without limitation, expert witness fees) paid or incurred by Crystal Valley.

**NOTE: THIS INSTRUMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BECOME FULLY EXECUTED BY BOTH PARTIES. This offer to sell propane must be signed and returned to any Crystal Valley office within ten days of written date or the offer will be void!**