



CENTRAL WISCONSIN COOPERATIVE

Petroleum Contract

_____ Propane _____ Heating Oil _____ Diesel _____ Gasoline

| 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/Cap 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. However, if the retail cash price is lower than your contracted cap price, at the time of delivery you will receive the lower price.

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. **NO WAIVER.** No express or implied consent to or waiver of any breach or default under this Agreement by either party shall constitute a consent to or waiver of any other breach or default in the performance of the same, or any other obligation under this Agreement.
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 of (.15) cents per gallon would be due on the unused portion of the remaining 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 _____