



Owatonna Energy Office 900 30 <sup>th</sup> Place NW Owatonna, MN 55060 Phone 507-446-5000 or 866-333-1220 Fax 507-446-5057	Northfield Energy Office 1500 Hwy. 3 South Northfield, MN 55057 Phone 507-664-3103 or 800-584-6689 Fax 507-645-8078
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## Refined Fuels Contract Confirmation

This is a written copy of your binding verbal agreement. Call Central Valley Co-op immediately at the above numbers if this contract does not agree with your understanding of this transaction. Retention of this contract without immediately calling in objections to specific terms and conditions shall constitute Buyer's acceptance of all terms and conditions incorporated herein. The terms of this contract control over the terms and conditions, if any, contained in any other written or oral agreement regarding this transaction. Central Valley Co-op is and will be relying on your legally binding verbal commitments under this contract by making offsetting commitments to purchase products from their suppliers.

This agreement is made between Central Valley Co-op (CVC) and

Customer	Sample	Date	Sample
Address		City, State, Zip	
Account #		Telephone #	

**Customer agrees to purchase refined fuels from Central Valley Co-op as specified below.**

Product: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Prepaid Price per Gallon: \$ \_\_\_\_\_ Booking Price \$ \_\_\_\_\_ Total Due with contract \$ \_\_\_\_\_

Deposit Plan \$ \_\_\_\_\_ per gallon times \_\_\_\_\_ gallons = Total due with contract \$ \_\_\_\_\_

The total deposit dollars will be held by CVC until contract completion and then used to pay penalties, if any exist, first.

\_\_\_\_\_ Maximum Price + \_\_\_\_\_ Maximum Price Premium = \_\_\_\_\_ Total Maximum price cost/gallon

Product must be delivered from: \_\_\_\_\_, 20\_\_\_\_ To: \_\_\_\_\_, 20\_\_\_\_

This contract is for (please check one) \_\_\_\_\_ Bulk Delivered or \_\_\_\_\_ picked up at CVC owned C-store/station

Do you want to be on scheduled delivery \_\_\_yes \_\_\_no

Additional Comments:

- If your account with Central Valley Co-op becomes delinquent, Central Valley Co-op reserves the right to cancel this contract.
- Delivery charges apply to any delivery of less than current CVC posted minimum gallons at rates as posted on retail price sheet.
- Contract prepays or deposits not received by CVC within 10 days of the date this contract confirmation was written will be invoiced to customers account plus a 10 cent per gallon late fee.
- Neither party to this agreement shall be responsible for loss or damage resulting from a delay in performance or failure to perform under this agreement if any such failure results from or is due to fire, flood, storm, earthquake, tidal wave, war, military operation, national emergency, civil commotion, strikes or other differences with workmen or unions, or by an order, requisition or request of any governmental agency, or product outages at terminals normally used to supply products to CVC.
- Customer acknowledges that he/she understands that prices in petroleum markets are subject to sharp fluctuations which may be unexpected and may result in losses, that any market news and pricing analysis provided by CVC as a service to Customer does not represent a recommendation or a solicitation of actions based on such analysis, and that although such analysis is based on information that CVC does consider reliable, it is no more than CVC's current opinion; at no time does CVC represent that it is accurate or complete, and should not be relied upon as accurate or complete. Customer agrees that he/she is responsible for making all final decisions as to transactions effected by this memorandum of agreement.
- If Customer fails to take delivery of all contracted gallons in the specified time and the contract price is higher than CVC's posted price on the 5<sup>th</sup> business day prior to the end of the delivery period, customer will reimburse CVC the difference between the contract price and CVC's posted price on the 5<sup>th</sup> business day prior to the end of the delivery period plus a 5 cent per gallon processing fee. If the contract price is lower than the CVC posted price a 5 cent per gallon processing fee will be charged.
- Pricing on this contract is subject to change whenever any taxes or fees are changed or imposed by any Government agency.
- Pricing on this contract is subject to change whenever a pipeline tariff or freight rate change is imposed on CVC by CVC's suppliers.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Customer Date: \_\_\_\_\_

Central Valley Co-op

Customer

By signing this contract you are confirming your verbal agreement and agreeing that the terms of this contract control over the terms and conditions, if any, contained in any other written or oral agreement made by Central Valley Co-op regarding this transaction.