Propane Fuel Contract

Seller: **Producers Cooperative Association of Girard**
PO Box 323
Girard, KS 66743

This contract, made and entered into this _________ day of, ____________2026, by and between

Producers Cooperative Association of Girard, and herein referred to as **"SELLER"**
and

____ that resides at
(Name)
____ herein referred to as **"BUYER".**
(Address)

Contracts are now open and ***will be closed on September 30th, 2026,*** *or when sold out, whichever comes first.*

DELIVERY PERIOD OCTOBER 1st, 2026 – APRIL 30th, 2027

Option 1. Prepaid ☐ Gallons X $1.60/gallon = Total $_______ X SALES TAX________ = TOTAL COST $________

Option 2. Price Guarantee ☐ Gallons X $0.10/gallon (Deposit) = Cost $_________ + $1.70/gallon PLUS APPLICABLE SALES TAX at delivery

EXAMPLE: 800 gallons x $1.60 = $1,280.00 x (1%) = $12.80 Total Cost = $1292.80

Neosho – 1.75% Bourbon – 1.65% Crawford – 1% Cherokee – 1.5% Labette – 1.25% Jasper MO – 1.23% Barton MO – 1.75%

CHECK ONE: MONITOR 20% (Keep Full) ☐ CALL IN ☐

PHONE # _________________________________

Never run out of propane again! We now offer a FREE tank monitoring system! We will install a monitor on your tank and fill it when it gets down to 20% (if you have a contract with us). You can also access your tank levels and check them at any time from your phone via the Nee-Vo app.

PROPANE CONTRACT TERMS

1. **Terms:** Seller's regular terms in effect at time of shipment shall apply on all products delivered.
2. **Delivery:** Buyer shall take delivery during the Delivery Period identified above. Seller shall make delivery to Buyer's Delivery Location within a reasonable time after Buyer's request during the above-mentioned Delivery Period provided, however, that Buyer shall not unreasonably restrict or limit Seller's delivery and any propane delivered in excess of the above stated quantity for any Delivery Period will be purchased by Buyer at Seller's then current posted price. **Minimum delivery of 200 gallons.**
3. **Payment:** Buyer agrees to pay for any and all fuel delivered hereunder in accordance with Seller's credit policy, a copy of which is attached to this Contract and Buyer acknowledges and agrees that Seller's delivery records shall conclusively establish the quantity of all fuel delivered hereunder.

PLEASE SIGN AND DATE ON BACK OF CONTRACT

4. **Quantity during Delivery Period:** Buyer understands and agrees that the Seller's then current price is unavailable to the Buyer during the Delivery Period until complete delivery of the Prepaid Gallons or Price Guaranteed Gallons pursuant to this Contract.
5. **Taxes:** The price listed above does not include sales tax. Some sales of propane are exempt from state sales tax but not from locale tax. When applicable, state and/or local sales tax will be added to the listed price. In the event additional applicable taxes and fees are imposed during the Delivery Period, Seller reserves the right to collect said additional applicable taxes and fees from Buyer in addition to the price listed herein. Buyer agrees to pay for any additional charge that may be imposed pursuant to this Section.
6. **Refunds:** The product purchased hereunder may not be returned for credit or exchanged for other products without Seller's written consent and only upon such terms as may be agreed to by both parties. Cancellation of contract will be assessed based on current market pricing, any positive contract equity will be retained by PCA, any negative contract equity will be withheld from any refund.
7. **Contingencies:** Seller shall not be liable for loss or damage due to delays or defaults in performance when the supplies or delivery contemplated by it are interrupted or unavailable by reason beyond Seller's control. Seller shall not be required to make up deliveries omitted on account of any such cause. In no event shall Seller be liable for prospective profits or special, indirect, or consequential damages. Buyer shall not be liable for failure to receive products if Buyer is prevented from receiving and using them in its customary manner by any cause beyond its control. In the event that the Seller shall experience or anticipate a shortage of any specific product(s), Seller may at its discretion reasonable allocate or ration the availability of such product(s) among its existing or prospective purchasers in such a manner Seller deems proper without liability to Buyer.
8. **Default:** Buyer agrees to accept every delivery of the above-described propane at such price as stated above. In the event that Buyer fails, neglects, or refuses to accept delivery of any such product in accordance with the above stated terms, the Buyer agrees to forfeit any Deposit per gallon on any propane that has not been delivered at the end of the contract period as liquidated damages and not as a penalty.
9. **Maintenance of Equipment:** Buyer shall be in charge of and shall have full authority over responsibility for the maintenance and operation of any and all tanks and equipment, including any lines, attachments, hoses, and connected equipment as well as the premises and improvements thereon to which such propane is delivered, and Buyer represents and warrants that premises, tank, and related equipment are in a safe operating condition and pose no unusual risk to Seller or its employees or agents who perform delivery hereunder.
10. Indemnity: Seller shall not be liable to Buyer or Buyer's agents, employees, visitors or customers, or to any other person(s) for any injury(ies)to person(s) or damage to property on or about the Buyer's premises, and Buyer agrees to indemnify and hold Seller harmless from any and all such claims.
11. Right of Entry: Seller and Seller's employees, agents and representatives are hereby given the right to enter upon Buyer's premises for purpose of making all deliveries hereunder.
12. Title/Risk of Loss: Title and risk of loss to all propane delivered by Seller to Buyer hereunder shall be transferred to Buyer at the time of delivery, and Buyer agrees to hold Seller harmless for any and all loss damages or destruction of all products delivered hereunder including theft, shrinkage, leakage, spillage, and loss caused by storm, act of God, or acts of Buyer and/or others.
13. Assignments: This contract is not assignable or transferable by Buyer directly or indirectly, without the written consent of Seller.
14. Binding Effect: This contract shall be binding upon and benefit the heirs, executors, representatives, successors, and assigns of the parties hereto.

Customer:	Producers Cooperative Association of Girard:
Buyer: X____________________________________	Seller: X_______________________________
Date: X____________________________________	Date: X_______________________________