

NORTHERN STAR COOPERATIVE
Propane Contract "CEILING PRICE"

Date: _____

Acct. # _____

Plant _____ Tank _____

1. **DEFINITIONS**

- Bridging Fee:** The additional cost of gaining access to contracted propane gallons at a terminal different from where the propane was originally contracted.
- Detention:** Additional fees charged by transportation companies for trucks that have to wait in line to load for a longer than prescribed time.
- Freight:** The cost of transportation by truck or rail from a supply terminal to the Seller's location.
- Market Price:** The price of delivery from the Seller to "Scheduled Delivery" and/or "Will Call" customers on the day of delivery, exclusive of price guarantee agreements.
- Scheduled Delivery:** A program in which the Sellers determine when a tank needs to be filled based on Heating Degree Days. Sometimes called "Automatic Delivery".
- Will Call Delivery:** When the Buyer determines when his/her tank needs to be filled and places an order.

2. **PURCHASE AND SALE** Seller has agreed to sell and deliver, and Buyer has agreed to purchase and receive, propane in the quantity (minimum of 400 gallons) and at the price specified below during the period September 1, 2023, through April 30, 2024 with the understanding that after September 1st, the contracted gallons **must** be used before Buyer can purchase propane at the day's market price. If there is credit remaining on the Buyers account after April 30th, the credit will remain on the buyer's regular account without guarantee of price. Credits may be used for future purchases at current market price or refunded to the Buyer. Buyer will only be allowed to purchase gallons equal to their proven consumption from previous years or an amount determined by the Buyer and Seller in the case of no previous history. Buyer understands and agrees that the price per gallon is only tied to the number of gallons committed to as "QUANTITY" below and any additional gallons will be delivered at the Market Price.

QUANTITY	PRICE/GALLON	TOTAL AMOUNT
_____	_____	\$ _____
	DOWN PAYMENT DUE	\$ _____
	LESS CREDIT ON ACCOUNT	\$ _____
	TOTAL DUE ON EXECUTION	\$ _____

- 3. **PAYMENT TERMS** Buyer agrees to pay a \$.50 PER GALLON DOWN PAYMENT as specified above upon execution of this Agreement and the remaining balance per gallon as the gallons are delivered. Buyer acknowledges that the price listed only pertains to the QUANTITY listed above. Should Buyer need additional gallons, they will be delivered at the Market Price. Buyer shall be responsible to pay all applicable taxes upon receipt of an invoice for delivered propane.
- 4. **TERM OF AGREEMENT** The term of this Agreement shall commence on the date hereof and shall continue until such time as Buyer has taken delivery of, and paid for, the Quantity of propane specified in Section 1, above.
- 5. **DELIVERY OF PROPANE AND RISK OF LOSS** Title to the propane shall pass to Buyer upon delivery of the propane at Buyers storage location. Thereafter, the care, handling, and use of propane shall be at the sole risk and expense of Buyer. Buyer specifically agrees that the Northern Star Cooperative may deliver the propane covered by this agreement at their convenience. However, this agreement, in and of itself does not constitute enrollment in our Scheduled Delivery Program.
- 6. **ACCESSABILITY** Buyer agrees to maintain driveway and turnaround area to ensure that safe and efficient deliveries of propane can occur. Buyer also agrees to maintain a reasonably clear path to the propane tank.
- 7. **WARRANTIES AND LIMITATIONS OF LIABILITY** The Northern Star Cooperative warrants that propane sold under this Agreement meets specifications of Gas Processors Association at the time of a delivery. In no event will the Northern Star

Cooperative be liable for special, consequential, or incidental damages.

- 8. **NO WAIVER** No express or implied consent to or waiver of any breach or a 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.
- 9. **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 Northern Star Cooperative and the Buyer.
- 10. **ASSIGNMENT** This agreement may not be assigned by Buyer unless written consent to do so is granted by Seller.
- 11. **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, of remaining provisions of this Agreement.
- 12. **GOVERNING LAW** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
- 13. **FORCE MAJEURE** "Force Majeure" means events , whether foreseeable or unforeseeable, and beyond the reasonable control of a Party, hereto and which, by the exercise of due diligence, could not have been prevented or overcome by that Party, and shall include without limitation:

13.1 Force Majeure Events:

- 13.1.1 lighting, earthquakes, fires, storms, floods, landslides, washouts, perils of the sea, and other Acts of God.
- 13.1.2 strikes, lockouts, picketing, differences with workers, and other industrial disturbances.
- 13.1.3 acts of public enemies, acts of terrorism, sabotage, arrests and restraints, war, riots, insurrections, blockades, interferences of civil and military authority, or other civil disturbances.
- 13.1.4 government, regulatory, administrative, or judicial actions, restraints, decisions, and orders or changes in Laws and Regulations.
- 13.1.5 non-performance, interruption, shutdowns, curtailment, breakage or accident to machinery or lines of pipe or process units, breakdown of transportation facilities, pipeline rupture, stoppage, or pro-rationing of transportation service by third party transporters regardless of whether such transporter is claiming an event of Force Majeure under the applicable transportation agreement; this non-exclusive list shall include annual plant shutdowns.
- 13.1.6 fires, explosions, obstructions of , freezing, breakage of or accidents to Product production, gathering, or processing facilities.
- 13.1.7 unavailability of the Product at Seller's normal source of supply for the Product, or delays in delivery of Product Beyond the reasonable control of the Seller.

- 14. **BUY OUT** If Buyer would request to terminate this contract at any time before the expiration date, a Buy Out fee equal to the difference between "rack price" and "contract price" plus \$.40 cents-per-gallon would be due on the unused portion of the remaining contract.(except in a case of the sale of the Buyer's residence).

*THIS INSTRUMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE PARTIES UNLESS AND UNTIL IT HAS BECOME FULLY EXECUTED BY BOTH PARTIES ON THIS FORM OR ON THE FORM MAILED TO AND SIGNED BY THE BUYER.

Seller: Northern Star Cooperative

Buyer: _____

Signature: _____

Signature: _____

Address: PO Box 458

Address: _____

Deer River, MN 56636
