

Pirkl Gas Inc
204 Mineral Springs Road
Owatonna, MN 55060



451-7380
1-800-21-4-FUEL
1-800-214-3835

WINTER HEATING CONTRACT PURCHASE AGREEMENT

Date _____ Customer _____ Phone # / Cell # _____

E-Mail Address _____ Current Tank % _____

Option 1: 100% Pre-Pay Plan – Purchasing your annual gallons in advance at a fixed price per gallon. Pirkl Gas Inc. and customer agree to the following: Customer will take delivery of and pay for:

A) _____ at \$ _____ = \$ _____ - _____ + _____ = \$ _____
(Gallons) (Price) (Amount) (Credit) (3% Convenience Fee) (Total)

B) _____ at \$ _____ = \$ _____ + _____ - _____ + _____ = \$ _____
(Gallons) (Price) (Amount) (Sales Tax) (Credit) (3% Convenience Fee) (Total)

Option 2: Monthly Budget Plan – Purchasing your annual gallons at a fixed price per gallon based on 12 monthly payments. Budget payments begin in April and must be paid up through the current month. The monthly payment amount will begin the next month and be paid every month through March of the following year. Please be aware that **monthly payments are due by the 10th of each month** and we do not send out a monthly reminder. Accounts must remain current to participate in this program. If the account becomes delinquent, Pirkl Gas Inc. reserves the right to cancel this contract. If the contract is cancelled for this reason, customer is responsible for gallons as stated in line #7 below. Pirkl Gas Inc. and customer agree to the following. Customer will take delivery of and pay for:

A) _____ at \$ _____ = \$ _____ - _____ = \$ _____ + _____ ÷ by 12 = \$ _____
(Gallons) (Price) (Amount) (Credit) (Total) (3% Convenience Fee) (Monthly Payment)

B) _____ at \$ _____ = \$ _____ + _____ - _____ = \$ _____ + _____ ÷ by 12 = \$ _____
(Gallons) (Price) (Amount) (Sales Tax) (Credit) (Total) (3% Convenience Fee) (Monthly Payment)

Contract Terms and Conditions

- 1) Barring any interruptions in supply, this agreement is in effect from the date of this contract through June 1, 2021.
- 2) Verbal Contracts are binding. **Customer is responsible for payment on either plan within 5 days of your verbal commitment.** If payments are not received in the allotted time frame, customer is responsible for gallons as stated in line #7 below.
- 3) Credit Card Transactions are subject to a 3% convenience fee.
- 4) Customer’s account must be current before contracting is available.
- 5) Contracted gallons are not transferrable and intended for the sole use of the contract purchaser.
- 6) **On the expiration date of this contract, if the bulk delivery price of propane is lower than the price the propane was contracted at, any remaining contracted gallons will be carried forward until delivered, and must be used before any other gallons. If on the expiration date of this contract, the bulk delivery price of propane is higher than the price the propane was contracted at, the undelivered gallons will be converted to a cash credit on the account to be used toward future purchases.**
- 7) If customer cancels this contract or fails to take delivery of any carried forward contract gallons, the customer will be billed the difference between the contracted price of those gallons and the current bulk delivery price or a 50 cent per gallon penalty, whichever is greater. These charges will be automatically deducted from pre-pay or monthly payment amounts, as applicable. A \$10.00 administrative fee will be deducted if the customer requests a cash refund, from either line #6 or #7, which will be issued in the form of a check.
- 8) If Pirkl Gas Inc.’s suppliers do not fulfill their supply obligations at Pirkl Gas Inc.’s designated terminals, Pirkl Gas Inc. reserves the right to pass on surcharges of extra transportation costs to go to other terminals within or out of the state to fulfill your needs.
- 9) Pricing on this contract may be subject to change whenever a pipeline tariff change is imposed on Pirkl Gas Inc. by its supplies or whenever any taxes or fees are changed or imposed on Pirkl Gas Inc. by any Government agency.
- 10) Pirkl Gas Inc. shall not be liable 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 an act of God, government restraints, regulations, shortages, riots, strikes, lockouts, national or civil disturbance, unavailability of product, breakdown or damage to equipment/machinery used for transportation or storage of this product and facilities used to supply products to Pirkl Gas Inc.

The above terms are understood and agreed to by:

_____ *This is a copy of your binding verbal contract
(Customer – Keep White Copy) (Date)

Please sign and return the yellow copy along with your payment within 5 days of your verbal commitment

THANK YOU FOR YOUR BUSINESS - WE APPRECIATE IT!!