



Kellogg

Protect Yourself from Uncertain Winter Propane Rates with our Price Protection Options

Dear Valued Customer,

Thank you for allowing us to be your propane supplier! We are always working hard to provide you with greater satisfaction and extra value. As part of that mission, we're pleased to offer you two special limited-time price protection options to help you manage your propane costs for the 2024-2025 heating season.

With Pre-Buy, you secure your propane for the upcoming heating season at a special pre-season rate. If propane prices rise, as they typically do throughout the winter months, you stay protected from rate spikes. We offer two Pre-Buy plans:

Option 1: Pre-Buy with Advance Payment

This option provides the very best pricing. In order to secure that rate, you pay for your supply of propane in full at the time you enroll.

Option 2: Pre-Buy with Partial Pay (Pay As You Go)

This option allows you to secure your propane rate with just a small down payment when you enroll. Then, you pay for each delivery after it is received throughout the heating season.

Have peace of mind with Automatic Delivery

- We monitor your propane level for you and schedule deliveries as needed.
- You are not charged extra fees if your tank runs empty.
- You receive a better price for your propane.

Even if you receive Automatic Delivery service, we still recommend you occasionally check your propane level.

Contact our office when your gauge reads 25% to reorder or check on the status of your delivery.

(Optimal Delivery 250 Gallons or Higher)

For complete information about each option, please refer to the Program Details inside.

When you are ready to enroll, our customer service specialists can help you determine how much fuel you may want to pre-buy, and the cost required for enrollment. Then, simply complete and sign the form inside, and return it to us with your payment.

We thank you for choosing Quality Propane for your propane needs, and look forward to serving you throughout the year to come.

Sincerely,

Your Quality Propane Team
507-767-3075
qualitypropanemn.com

2024-2025 Propane Price Protection Program Details

Please call our office at (507) 767-3075 if you have any questions..

Option 1: Pre-Buy Pay In Advance

Price Secured: \$ 1.60

- With this Pre-Buy option you purchase your propane for the entire heating season in advance.
- We will automatically put your account on a Keep Full delivery schedule for as long as you have a credit balance on your account.
- Pre-Buy Pay in Advance requires a minimum purchase of 500 gallons. Your propane will be delivered as needed from October 1, 2024 until the gallons are depleted or March 31, 2025, whichever comes first.
- If prices drop below the Pre-Buy price, you will not receive the lower price until all your Pre-Buy gallons have been delivered. If you do not pre-buy enough propane, your remaining deliveries will be invoiced at the current retail price. If you pre-buy more propane than what is delivered, you will have a dollar credit on your account (not gallons).
- This plan is a non-refundable program and non-interest bearing.

Option 2: Pre-Buy Partial Pay (Pay As You Go)

Price Secured: \$ 1.70

- With this Pre-Buy option you secure your rate for deliveries from October 1, 2024 through March 31, 2025 by paying just \$.10/gallon in advance. Your down payment will be applied to your last fill of the season.
- With approved credit, we will automatically put your account on a Keep Full delivery schedule. All outstanding balances need to be paid before the next scheduled delivery or within 30 days, whichever comes first.
- All other customers will be placed on COD payment terms, and need to call to schedule each delivery. For timely delivery, call the office when your level of propane in your tank is at 30%
- If payment is not received within the program terms, you may be dropped from the program, and your price may revert to the current retail price for the remainder of the heating season, with no refund. • This plan is a non-refundable program and non-interest bearing.

Other Requirements for All Plans

- A zero balance or credit balance is required to be eligible for any of these options.
- **ANY REQUIRED PAYMENTS MUST BE RETURNED WITH YOUR OPTION AGREEMENT.**

PRACTICE PROPANE SAFETY

As your partner in safety, we want to remind you of these important precautions in the event you suspect you have a propane leak:

Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or a fire.

Leave the area immediately! Get everyone out of the building or area where you suspect gas is leaking.

Shut off the gas. Turn off the main gas supply valve on your propane tank if it is safe to do so. To close the valve, turn it to the right (clockwise) as far as it will turn.

Report the leak. Get to a safe location away from the gas leak and call Quality Propane immediately. If you can't reach us, call 911 or your local fire department.

Do not return to the building or area until a Quality Propane service technician determines that it is safe to do so.

Get your system checked. Before you attempt to use any of your propane appliances, ensure that one of our qualified service technicians checks your entire system to ensure that it is leak-free.

PLEASE RETAIN THIS COPY FOR YOUR RECORDS



Price Protection Agreement

To benefit from one of our two price protection options from October 1, 2024 through March 31, 2025 please:

1. Call our office to learn the rate for the plan you wish to secure.
2. Complete the form below and be sure to sign where indicated.
3. Provide payment or complete the credit card information if paying by credit card.
4. **Mail** this agreement with your payment to us at: **62988 161st Avenue, Kellogg, MN 55945**

Choose which Pre-Buy option you would like to secure:

RETURN BY SEPTEMBER 25, 2024

Option 1: Pre-Buy Pay In Advance

I agree to pre-buy my fuel in advance for propane delivered from October 1, 2024 through March 31, 2025. The number of gallons I wish to purchase and the rate secured is noted below. My full payment is also enclosed or credit card information is provided.

# Gallons to Pre-Buy	Price Per Gallon	Safety & Compliance Fee (\$14.99 Per Delivery)	AMOUNT DUE NOW
<input type="text"/>	\$1.60	<input type="text"/>	<input type="text"/>
(Optimal delivery is 250 gallons)			

Option 2: Pre-Buy Partial Pay

I agree to pay \$.10 per gallon to secure the number of gallons and rate noted below for propane delivered from October 1, 2024 through March 31, 2025. My partial payment is also enclosed or credit card information is provided.

Price Per Gallon	# Gallons to Pre-Buy	Safety & Compliance Fee (\$14.99 Per Delivery)	AMOUNT DUE NOW
\$1.70	<input type="text"/>	<input type="text"/>	<input type="text"/>

For payment by credit card, please complete the following information:

MasterCard
 Visa
 American Express
 Discover
 Card No: _____
 Expiration Date: _____
 3-digit Code on Back of Card: _____

I agree to purchase propane from Quality Propane according to the option selected above. I understand if I choose Option 1, any over-payments will be credited to my account. I understand if I choose Option 2, any account unpaid for over 30 days will result in loss of price protection for the remainder of the heating season with no refund.

Name _____
 Delivery Address _____
 City, State, Zip _____
 Cell Phone _____ Email _____
 Signature _____ Date _____

FORCE MAJEURE: Quality Propane shall not be liable for any failure to perform its obligations in connection with any action described in this agreement, if such failure results from any act of God, war, government regulation, threats or acts of terrorism, or similar acts, governmental travel or disaster advisories, weather conditions, labor strikes, civil disorder, curtailment of transportation facilities, lack of product availability or any other cause beyond the parties control, making it inadvisable, illegal or impossible to perform their obligations under this agreement.

Terms of Agreement

ADDITIONAL AGREEMENTS: This Sales Agreement is intended to define pricing of product for the period of time and for the quantity stated on the face of this Agreement. All other portions of any previously signed customer agreement with Company remain in full force and effect. The terms and conditions set forth in previous service agreements, contracts and credit applications signed by the parties are hereby incorporated by reference into this Agreement.

DELIVERY: All customers who wish to participate in the Fixed Price plan shall also have the opportunity to utilize our automatic delivery schedule. In order to get the quoted price, all agreements, down payments, and credit authorization forms must be completely filled out, properly signed and received in our office within 15 business days of the date on the agreement.

Only those gallons agreed to by the Company and the Customer for inclusion in the Fixed Price plan will be billed per this Agreement. Customer will remain on automatic delivery and such automatic deliveries will continue beyond listed fixed price gallons on this agreement. Any additional gallons purchased will be billed at the market price in effect at the time of delivery. All current fees and taxes shall apply in addition to the price per gallon and will be billed separately from the price per gallon. Any increases or decreases in taxes will be passed through to the customer.

PAYMENT TERMS: Customer agrees to pay all invoices within 30 days upon delivery, and a late charge of 2% per month (or the maximum allowed by law in your state) on any balance remaining unpaid 30 days after the delivery date. In addition, Company shall be entitled to recover from Customer its reasonable collection costs, including all attorneys' fees, and late payment fees. Customer will also be charged the maximum allowable fee for any returned checks. Company reserves the right to shut off and lock the propane tank and/or pump out/remove propane at any time on Customer, no matter if tank is company owned or customer owned, if there is a remaining balance 60 days past delivery date. Pump out, restocking, and removal fees will be applied in addition to the past due balance. Because the company must obtain the contracted gallons in advance, No refunds of any kind will be issued. For pre-buy customers, any dollar credits remaining on the expiration date of this agreement will be used by Customer for future fuel purchases with Company at current market rate. Any dollar credits remaining after the agreement and not used for future fuel purchases may be refunded to the customer, at customer's written request. Failure to request additional fuel deliveries or request a refund will result in any dollar credits expiring and the customer account being closed after twelve months since the end of the program.

Customer agrees to start with a current balance (no balance beyond 30 days) in order to qualify for the Fixed Price plan. Customer further agrees to supply the Company with a credit application if one is not currently on file. Accounts must be in good credit standing to be eligible for this program.

Customer agrees to adhere to established credit terms of net 30 days payment from date of delivery. If the Customers' account goes beyond 30 days past due, or one month budget payment late, they will be removed from the Fixed Price plan and the account will be invoiced for the unused portion of the fixed price agreement calculated as the remaining gallons multiplied by a rate of fifty cents (\$.50) per gallon.

CANCELLATION FEES: Company has taken substantial market risk to lock propane prices in for Customer and Customer understands that should Customer terminate this Agreement prior to its completion the Company's damages will be difficult or impossible to calculate. Therefore, Customer agrees to a Cancellation fee as defined hereinafter. Customer agrees this Cancellation fee is reasonable. If the Customer discontinues service for any reason or does not take delivery of all contracted Fixed Price gallons by the completion of the delivery period, the Customer, at the Company's discretion may be assessed a contract cancellation fee equal to the unused gallons of the contract multiplied by a rate of fifty cents (\$.50) per gallon or \$300 whichever is greater. The Fixed Price program is a VOLUNTARY offer that allows the customer to purchase a set number of propane gallons at a fixed price. The Customer acknowledges that they have solicited this fixed price offer from the Company and the Company is purchasing a binding financial contract to provide this fixed price. Customer further understands that this is a binding agreement and is not subject to change in terms once signed.

GOVERNMENTAL CONTROLS: This agreement as herein provided is expressly made subject to any Federal, State or other Governmental laws and regulations which may now be or may hereafter become

effective which will restrict, limit or control Seller in the price or purchase of products hereof. Seller warrants that goods sold or services furnished under this agreement were produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, and that goods sold are free of all liens, encumbrances and claims whatsoever.

LIABILITY: Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of equipment and product on the customer premises and will indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to the equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of the equipment or product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of product at the customer premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the premises), (c) the existence, use, manufacture, storage, release or disposal of hazardous materials by Customer or any other person (whether or not on the Premises) on, under or near the equipment; and/or (d) any return or repossession of the equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct.

In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

TAXES: Any tax, fee or charge now imposed upon the purchase of, resale, transportation or handling of products at the time of delivery thereof by Seller to Buyer shall be paid by Buyer, provided the law or regulations so requires. If Buyer is entitled to purchase products free of any tax, fee or charge. Buyer shall furnish to Seller proper exemption certificates to cover such purchase or purchases. If any such payments are required by any Governmental Authority to be made by Buyer, they shall be repaid by Buyer to Seller on demand.

FORCE MAJEURE: In the event either party being rendered unable, wholly or in part, by force majeure, to carry out its obligations under this contract other than to make payments of amounts due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telephone to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any liability so caused but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, processing plant or wells. Governmental regulations, curtailment of or other inability to obtain equipment, supplies or materials, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to foresee or overcome but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is advisable in the discretion of the party having the difficulty.