



EVEN ENERGY PAYMENT PLAN AGREEMENT

YES! I want to be on the EVEN ENERGY PLAN. I understand that every month I should pay \$ _____, based on _____ [gallons], beginning on June 1, 2022.

- I UNDERSTAND THAT IF MY PROPANE TANK IS NOT READING AT LEAST 70% FULL BY MAY 1, 2022, MY PAYMENTS WILL BE ADJUSTED ACCORDINGLY AND MY CUSTOMER ACCOUNT WITH CBH CO-OP MUST BE PAID IN FULL. I ALSO UNDERSTAND THAT AS PART OF THIS PLAN, I AGREE TO HAVE MY TANK SERVICED ON THE SCHEDULED DELIVERY ROUTING SYSTEM.**
- I further agree** that if I miss two consecutive payments, I will no longer be entitled to the benefits of the Even Energy Payment Plan, including the benefit of the locked price shown below, OR if my account balance at any time changes from a credit balance to a debit balance, I will be charged service charges.
- I understand** that the monthly payment above is designed to cover only my propane needs and tank rent, if applicable; and, unless I voluntarily increase that monthly payment appropriately, service/labor, etc., will be billed to my account and should be paid separately by me promptly upon receipt of a bill from CBH.
- I understand** that this agreement will renew annually, and that my monthly payments will be adjusted accordingly based on my average annual consumption and that year's contract pricing.
- I understand** that my price per gallon under this Even Energy Payment Plan is **\$ 2.59** per gallon until April 30, 2023. The monthly payment is based on \$2.59 per gallon and the gallons contracted. An increase in usage during the plan year may be reflected in adjusted payments for the last three months of the plan. Any credit balance remaining on my account as of April 30, 2023, may be used to purchase merchandise or be applied to the following year's Even Energy Payment Plan.
- I agree** that I will not hold CBH responsible for any failure to make deliveries or to provide service that is prevented by adverse weather, failure of transportation facilities, shortages of supply, fire, riot, war, acts of God, or any other cause beyond the reasonable control of CBH.
- I understand** that acceptance of the Contract is contingent on approval by CBH CO-OP and that any changes to this Contract will render this Contract **VOID**.

Tank Size(s)

Customer Name (Please Print)

Customer Number

Company Representative Signature

Customer Signature

Payment Arrangements

- Card and ACH payments can be submitted online. Payment information will not be kept on file in the office.
- Payments made at any location need to be specified for this account. – Coupon books available
- Monthly payments must be received no later than the last business day of the month.

Customer Address

City, State, Zip Code

Customer Phone No.

Date

Coupon book: Y / N

ACH Draft Date (if applicable): 5th or 20th

Additional Terms and Conditions for CBH CO-OP Even Energy Payment Plan (“Contract”) Page 2 of 2

1. Deliveries of fuel prior to CBH CO-OP’s receipt of Purchaser’s payment under this contract will be sold at CBH CO-OP retail truck price in effect on the date of delivery and not at the price in this contract; these deliveries will not be considered deliveries of contracted gallons. If Purchaser’s account with CBH CO-OP is in violation of CBH CO-OP credit policy, CBH CO-OP may, at its option, cancel this contract and/or withhold deliveries until Purchaser’s account is paid in full.
2. Purchaser’s tank will be put on CBH CO-OP scheduled delivery route allowing CBH CO-OP to deliver fuel into Purchaser’s tank at any time during the contract term. Purchaser is responsible for monitoring the amount of fuel in Purchaser’s tank. **CBH CO-OP SHALL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM PURCHASER’S TANK RUNNING OUT OF FUEL.** Deliveries of fuel under this contract shall be only to areas in CBH CO-OP normal delivery area as determined by CBH CO-OP. CBH CO-OP may withhold deliveries when CBH CO-OP deems that Purchaser’s driveway or tank area is not reasonably accessible, which includes, but is not limited to, the driveway or tank area being muddy, soft, ice covered, snow covered, or obstructed. **CBH CO-OP SHALL NOT BE LIABLE FOR DAMAGES TO PURCHASER’S DRIVEWAY OR TANK AREA IN THE COURSE OF DELIVERING FUEL UNDER THIS CONTRACT.** Purchaser may not assign this agreement nor resell the fuel.
3. The per gallon price in this contract does not include charges and fees applicable to Purchaser’s account which includes, but is not limited to, taxes, delivery charges including a Hazardous Materials Fee per delivery, or other services provided by CBH CO-OP. The per gallon price in this contract assumes a minimum delivery of 200 gallons of LP each and every delivery. **CBH CO-OP SHALL NOT BE OBLIGATED TO MAKE DELIVERIES OF LESS THAN THIS MINIMUM AMOUNT.** In the event that the Purchaser requests delivery of less than this minimum amount, the Purchaser agrees to pay CBH CO-OP their delivery charge for such deliveries.
4. At the expiration of the initial term, this Agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than 30 days written notice of termination prior to expiration of the initial term or the one-year extension in effect.
5. If purchaser requests delivery on a specific date, CBH CO-OP will attempt to make delivery on that date but, CBH CO-OP cannot guarantee that delivery will be made on that date. Purchaser agrees to pay CBH CO-OP any added delivery charges for such delivery. Purchaser also agrees to pay CBH CO-OP their “Will Call” delivery charge when Purchaser calls for delivery after CBH CO-OP normal business hours or when Purchaser cannot wait five (5) business days for delivery.
6. All deliveries shall be made under the terms of this contract until the contracted amount is delivered. If Purchaser has more than one contract with CBH CO-OP, deliveries will first be applied to the oldest contract available. Purchaser agrees to accept delivery of fuel in the contract term. **IN THE EVENT THAT THE PURCHASER DOES NOT ACCEPT DELIVERY OF THE FULL AMOUNT OF CONTRACTED FUEL BY THE END OF THE CONTRACT TERM OR THE PURCHASER WISHES TO TERMINATE THIS CONTRACT, THE PURCHASER AGREES TO PAY SUCH AMOUNTS AS SHALL COMPENSATE CBH CO-OP FOR ANY DAMAGES SUFFERED BY IT AS A RESULT OF PURCHASER’S DEFAULT OR TERMINATION. IN ADDITION TO THE PURCHASER PAYING CBH CO-OP THE FULL AMOUNT DUE UNDER THIS CONTRACT, A TERMINATION FEE OF \$.25 (TWENTY-FIVE CENTS) PER GALLON FOR ANY UNDELIVERED FUEL WILL ALSO BE ASSESSED.**
7. There are no conditions that extend the contract term. If during the contract term there are increases in the costs associated with the transportation or regulation of the product, which includes, but is not limited to, pipeline tariff taxes, truck freight, or additives mandated by law, the price per gallon in this contract will increase by the amount associated with the new cost structure. CBH CO-OP shall be relieved of its responsibilities for reason of any cause beyond its control which includes, but is not limited to, fire, explosion, flood, storm, strike, product availability, pipeline allocation, governmental intervention or regulation, riot, revolution, terrorism, war, and acts of God. In any event, CBH CO-OP shall not be obligated to make up the deliveries to the Purchaser, nor shall CBH CO-OP be obligated to purchase fuel from other suppliers. **CONTRACTED PRICE IS BASED ON FUEL BEING DELIVERED TO CBH CO-OP FROM CBH CO-OP NORMAL FUEL TERMINALS. IF CBH CO-OP DEEMS IT NECESSARY AND CHOOSES TO PURCHASE FUEL FROM A DIFFERENT TERMINAL, ADDITIONAL FEES MAY BE ADDED TO THE CONTRACTED PRICE.**
8. Fuel delivered in excess of the contracted gallons and/or fuel delivered after the end of the contract term will be sold at CBH CO-OP retail truck price in effect on the date of delivery, not at the price in this contract. Unused Purchaser credits, if any, at the end of this contract term will be applied as a credit on Purchaser’s account with CBH CO-OP
9. **CBH CO-OP MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NONE AS TO THE SUITABILITY, MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH FUEL. CBH CO-OP EXPRESSLY DISCLAIMS AND EXCLUDES ALL SUCH REPRESENTATIONS AND WARRANTIES AND SHALL NOT BE LIABLE TO PURCHASER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.**
10. Any dispute arising out of or relating to this contract or its breach, except injunctive relief to preserve the status quo, shall be fully and finally settled by binding arbitration conducted expeditiously by three independent and impartial arbitrators. Each party shall appoint one arbitrator, and the third arbitrator must be an attorney. The arbitration shall take place in Sturgis, South Dakota. Any court having jurisdiction may enter judgment upon the arbitration award.
11. This agreement consisting of pages 1 and 2 constitutes the entire Fuel Purchase Contract between the parties, and there are no other terms unless in writing and signed by both Purchaser and CBH CO-OP. 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 the remaining provisions of this agreement. This agreement shall be construed and enforced in accordance with the laws of the State of South Dakota.