

# Central Region Cooperative

## REFINED FUEL FORWARD CONTRACT

Customer \_\_\_\_\_

Address \_\_\_\_\_

PH# \_\_\_\_\_

This fuel sales contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Central Region Cooperative hereafter referred to as "Seller" and \_\_\_\_\_ hereafter referred to as "Buyer."

Purchase and Sale: This contract is made and entered into in Renville County, Minnesota, and may be enforced in said county and state or at the Seller's option as to the county and state or Buyer's residence or principle place of business: Seller has agreed to sell and deliver to buyer, and Buyer agrees to purchase from seller the product stated below and gallons of such fuel and at the prices and delivery period(s) designated below:

Delivery Period	Product	Fixed Price or CAP Price (circle one)	Gallons	Total \$
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Spring contract periods run from January 1st through July 31st and Fall contract periods run from Aug. 1st through Dec 31st.*

### Terms and Conditions of CAP Price

This contract allows customer to take advantage of decline in "market" fuel price during the time period he/she is contracted and guarantees that he/she will not pay more than the contracted price. If the "market" were to decline in price, which is determined by the charge price on Central Region Cooperative's current retail price sheet at the time of delivery, he/she will capitalize on the amount of that price decline.

Definition: "Market" refers to the charge price of Central Region Cooperative's current retail price sheet at the time of delivery.

Product: CF Roadmaster XL - #2 Diesel Clear - Ruby Fieldmaster - #2 Diesel Dyed - Unleaded Gasoline (circle types)

### Terms of Payment: Booking - Pre-paid (circle one)

Booking - Entire balance is due to Seller under its credit policy terms after delivery of product.

Pre-paid - Entire balance is due and payable at time of contract signing.

### Additional Terms and Conditions:

Any Federal or State tax rate adjustment higher or lower, freight rate adjustment higher or lower, environmental clean up fees higher or lower or any other add on tax imposed upon the fuel sold hereunder, the amount of said tax will be added to the price, provided such fee is collectable from Central Region Cooperative. Default penalty of 5-cents plus any amount by which the contract price exceeds rack price applies if not all contract gallons are delivered and billed by end of contract time period. The contract is valid until the end of the contract time period or the amount of fuel contracted has been delivered and billed, whichever comes first.

BUYER \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER \_\_\_\_\_ DATE: \_\_\_\_\_