**Medford Co-operative, Inc.**

**Propane Master Agreement**

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 The terms of this document apply to the propane equipment rental and the sale of propane by Medford Co-operative, Inc. (hereinafter “Company”) to its customer (hereinafter “Customer”) by any method including: Will Call; Keep Full; and via a Prepay Contract.

1. If the Customer requests equipment rental and gas service from the Company, the Customer agrees to rent from the Company the appropriate equipment and to purchase all of the Customer’s propane gas requirements from the Company. Customer-owned tanks are exempt from the requirement to purchase propane exclusively from the Company.
2. Equipment rental: Propane tanks have a tank rental fee as set from time to time by the Company if the Customer does not purchase a minimum annual amount of propane as set by the Company. The Customer acknowledges that the Company is the owner of all equipment provided and is entitled to recover the equipment at the end or upon any breach of this agreement. The Customer shall be liable for all personal property taxes assessed against the leased equipment, and also for damages to the leased equipment, normal wear and tear excepted.
3. Type of service: “Keep Full” means customer authorizes the Company to make deliveries from time to time to keep tank full; “Will Call” means the Customer authorizes delivery only upon the Customer’s request; a “Prepay Contract” is a written agreement between the Company and the Customer to sell and deliver propane at an agreed upon price for an agreed upon period of time.
4. Price: The propane price for Keep Full and Will Call Customers is the current prevailing price per gallon delivered for the Customer’s usage, as provided on the Company’s price schedule, a copy of which is available at the Company’s office upon request. A metered ticket showing number of gallons delivered and price per gallon will be left at or mailed to the Customer’s address as required by law.
5. Delivery: The Customer authorizes delivery with or without the Customer being present and authorizes the Company to enter the Customer’s property for deliveries, maintenance, inspection, removal of the Company equipment (without legal process), and for all other purposes related to this agreement.
6. Payment: Payment is due within 30 days of delivery (excludes Pre-Pay Contract Customer). Interest accrues at the rate of 1.5% per month (18% annual percentage rate) on the unpaid principal balance due. The Customer shall additionally be liable for reasonable attorneys’ fees and court costs in the event that debt collection is required for any amount past due. Customer agrees that any action concerning this agreement shall be venued in the Circuit Court of Taylor County, Wisconsin. The Customer shall be liable for all charges for returned checks as provided by law. If the Customer fails to timely pay any amount due under this agreement, the Company reserves the right, without terminating this agreement, to make no further deliveries, to adjust or disconnect its equipment to prevent further withdrawal from the tank, or to require cash on delivery.
7. Fees:
* Minimum Delivery Requirements: 200 gallons or a fill, whichever is less.
* Out-of-Route Change: $125.00 plus tax.
* Will Calldeliveries that need to be made with less than 5 business days’ notice during regular business hours.
* After Hours / Weekend Out-of-Gas Deliveries: $325.00 plus tax.
	+ Will Calldeliveries made after hours or on weekends.
* Leak Test / System Check: $50.00 plus tax.
	+ Must be performed if a tank runs empty or has been shut off.
* Service Calls (During Regular Business Hours).
* Leased Tank - $50.00/hour plus parts and fittings (minimum of 1 hour).
* Customer-Owned Tank - $75.00/hour plus parts and fittings (minimum of 1 hour).
* Service Calls (After Hours).
* Leased Tank - $100.00/hour plus parts and fittings (minimum of 1 hour).
* Customer-Owned Tank - $150.00/hour plus parts and fittings (minimum of 1 hour).
* Low Use Tank Rental Fee: $250.00.
	+ Applied if annual usage is less than 50% of the tank capacity between April 1st of the prior year and April 1st of the current year.

Prices subject to change at any time without any notice.

1. The Customer is obligated to: (a) purchase all propane requirements from the Company (excludes Customer owned tanks); (b) notify the Company of any apparent damage or defect to the Company’s or Customer’s equipment; (c) observe all safety codes and requirements; (d) notify the Company prior to disconnecting or installing any propane appliances and for resumption of service after any interruption; (e) inspect and maintain the Customer’s lines and appliances; (f) provide 30 days written notice to the Company of any disconnection of service and service by a new supplier; (g) not remove or deface the Company’s identifying tag on the tank; (h) not move, handle, disconnect or otherwise tamper with or damage the Company’s tank or equipment; (i) notify the Company prior to moving to a new residence and be liable for continued service upon any failure to do so; (j) remove any impediment to the Company’s access to its tank and equipment for any purpose; (k) provide and maintain at the Customer’s expense, piping, 2nd stage regulator, and miscellaneous fittings suitable for connection to the Company’s 1st stage regulator and tank; (l) pay all licenses, permits, or inspection fees imposed for this transaction; (m) and to indemnify the Company from and against any and all losses, damages or claims to persons or property arising out of or relating to any Customer’s breach of any of the foregoing obligations.
2. The Company will comply with all safety codes imposed by statute. The Company warrants that it has good and marketable title to the propane delivered; **THE COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPANE OR EQUIPMENT, OR MERCHANTABILITY, AND EXPRESSLY DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES.**
3. Termination: This agreement will continue in effect until terminated. Either party may terminate this agreement with or without cause by giving 30 days written notice to the other party. The Company may terminate this agreement immediately and without notice for any of the following causes: the Customer fails to timely pay any amount due, files a petition in bankruptcy, otherwise breaches this agreement; the minimum annual purchase requirements are not made; the Customer obtains propane from another supplier or fills the tank with propane from another supplier; the Customer assigns or transfers this agreement without prior consent; the Customer abandons or vacates the premises; the Customer refuses or obstructs delivery; or the premises upon which the equipment is located is sold or conveyed, the Customer is the subject of any foreclosure proceedings, or the Customer is the subject of any sale pursuant to judicial process.
4. Amendment: This agreement may be amended by the Company upon written notice to the Customer or by posting written agreement on the Company website. The Customer may reject such amendment by written notice to the Company of termination of this agreement within 10 days of the written notice or posting.
5. The Company shall not be liable for any loss or damage caused by or arising out of: (a) any service interruptions or the Company’s inability to make delivery due to labor strikes, acts of God, shortage of propane, fire, explosion, lightening, pest damage, power surges or failure, water, the elements, pandemics, war, civil disturbances, acts of civil or military authorities or the public enemy, or any other condition or circumstance beyond the Company’s control; (b) the Company’s non-delivery due to the Customer’s failure to pay or other breach of this agreement; (c) any interruption of service, filling of tank, or disconnection of service without prior notice to the Company; (d) any defect in or damage to any line, equipment, or appliances of the Customer; (e) any acts or omission of another supplier; (f) damage to the Customer’s driveway or landscaping or any failure of the Customer to remove impediments to the Company’s installation and service of the tank.
6. **IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**
7. Miscellaneous: This agreement is severable such that the invalidity of any provision shall not affect the remaining provisions. Any failure or delay of the Company’s enforcement of this agreement shall not be deemed a waiver of any present rights or any subsequent breach by the Customer. This agreement is binding upon and shall inure to the benefit of the Customer’s and the Company’s successors and assigns; except that it may not be assigned by the Customer without the Company’s prior written consent.