



Home Oil Services (HOS)  
 102 Alcove Dr.  
 Blue Rapids, KS 66411  
 Ph: 785-363-7931 or 800-794-0945

**2022-2023 WINTER PROPANE CONTRACT**

Customer Name:  
 Mailing Address:  
 Email Address:

**All Contracts must be received on or before: July 31, 2022**

Customer Delivery Location: \_\_\_\_\_

(\_\_\_\_\_) Customer agrees to purchase and HOS agrees to sell Propane in accordance with the terms of this contract: Please fill in gallons of Propane (maximum quantity of gallons) that you wish to contract in column B below (choose either Full Pre-paid or \$0.25 down option), calculate the total amount that you owe, sign the contract and return it to our local office with a check made payable to "Home Oil Services" for the applicable amount due under this contract. A final copy will be mailed back to you.

Note: This contract is intended for Home Heat use which is taxable in most jurisdictions. If you desire a second contract which qualifies for tax exemption please contact our local office.

	A	B	C	D
<b>Contract Type</b>	<b>Price /Gal</b>	<b>Gallons to Contract (500 gal min)</b>	<b>Enter Your Sales Tax Rate (i.e. 7% = 0.07)</b>	<b>Total Amount Due (A x B x (1 + C)) = D</b>
Full Pre-Paid	\$1.94			(A x B x (1+C))=
\$0.25 Down per gallon	\$2.09		No tax until delivered	

There is NOT a "Will-Call" option available for delivery of contracted gallons of Propane. This Contract shall be maintained as a "Keep-Full" status contract on HOS regular delivery route. "Keep-Full" status will continue even if contracted gallons have been used (see Pricing provision on following page with respect to such deliveries along with all other Terms and Conditions). Routed Contract Delivery shall occur from October 1<sup>st</sup> through March 31<sup>st</sup>.

HOME OIL SERVICES (HOS)  
 By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

CUSTOMER  
 By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Customer Comments: \_\_\_\_\_

**1. Payment:** During the term of this contract, Customer agrees to pay HOS for the Propane to be purchased and delivered pursuant to this contract. Customer agrees to sign and return this contract to HOS with a check made payable to "Home Oil Services" for either the full Prepaid amount [Price per gallon X Gallons Ordered plus tax], or for the \$0.25 Down amount [(Price per gallon X Gallons Ordered) X \$0.25 plus tax]. If a Contract for \$0.25 Down is entered, Customer will receive periodic invoices from HOS for the amounts owed for deliveries under the contract.

**2. Pricing:** Although the Propane shall be delivered after the date that this contract is signed, it is acknowledged by the Customer and HOS that the base pricing of the Propane is established pursuant to the specific terms of this contract. If Customer's use of Propane delivered by HOS exceeds the quantity of contracted gallons set forth above, Customer agrees to pay HOS for such Propane at the market price posted by HOS on the date of delivery, plus applicable delivery charges and taxes. Customer will receive periodic invoices from HOS for the balances owed under the contract, which shall be due and payable to HOS not later than 30 days of the invoice date. Interest shall accrue at the rate of 16% per annum or the maximum rate allowed by law (whichever is less) on all charges for Propane deliveries that are not timely paid to HOS by Customer.

**3. Delivery:** The Propane shall be delivered to Customer beginning on or after October 1, 2022 and completed by March 31, 2023, when this contract shall expire (the "Expiration Date"). Customer's designated delivery location is listed above. Customer agrees that delivery of the Propane to locations other than that identified above shall incur additional freight and handling charges at HOS's then-current customary rates. Buyer shall take delivery by commercial vehicle. Customer grants to HOS a right of way over Customer's property for the purpose of ingress and egress to and from the Propane storage tank(s) for inspection, maintenance, repairs, and deliveries of Propane under this contract.

**4. Title:** Title and risk of loss of the Propane shall remain with HOS until physical delivery to the Customer, whereupon title shall pass to the Customer.

**5. Default Provisions:** This contract has no rollover provision. If any portion of this contract remains unfilled (i.e., Customer fails to accept delivery of the full quantity of Propane set forth above) at the Expiration Date due to a default by the Customer, HOS reserves the right to declare the Customer in default of the Contract. If Customer breaches this Contract, at its option, HOS may pursue any and all remedies, which may include losses resulting from the difference between the contract price stated herein and the opening cash market price for the Propane on the first business day after the Expiration Date, plus all commissions, ordinary expenses, incidental and consequential damages incurred by HOS. If Customer breaches its obligations under any other agreement between Customer and HOS, and such breach is not corrected in accordance with the specific terms of such agreement, then HOS in its sole discretion may terminate this contract by written notice to Customer, and HOS may immediately set off the amounts received pursuant to the contract against any damages sustained by HOS as a result of Customer's breach of such other agreement(s); in such case, HOS shall be relieved from its obligations to perform under this contract. HOS may waive a Customer's default; however, such waiver of any default by HOS shall not constitute a waiver of any other default by Customer.

**6. Force Majeure and Supply Issues:** As a material condition, this contract is based upon the availability of the Propane at the Clay Center terminal. If at any time the Clay Center terminal does not have product available to fulfill the quantity of Propane covered by this contract and HOS is able to obtain Propane from other product terminals, the Customer will be responsible for any and all additional freight and surcharges with respect to such alternative product terminal(s). In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, act of U.S. or Foreign government authority, Acts of God, or any other contingency beyond reasonable control of HOS interfering with supply and/or transportation of the Propane subject to this Contract, the parties agree that the delivery dates shall reasonably be extended and HOS's only liability will be to supply the Propane as it becomes available.

**7. Compliance with Laws and Regulations:** Customer agrees that in receiving, storing, handling, and using the Propane purchased from HOS under this contract, Customer will comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders, including but not limited to those governing the maintenance and use of dispensing and distribution equipment and system, pollution control, and labeling of product containers, equipment and system. Customer hereby represents that the system to which the Propane will be delivered into and used is in good working order and fully compliant with applicable law. Customer acknowledges by signing this contract, Customer understands that propane is an inherently dangerous instrumentality and that there is the risk of explosion, fire, personal injury and/or death in the event that the Propane system is not properly installed and tested for safety following the installation, repair and/or maintenance of such system; and Customer acknowledges that it has received, read, and understands the "Duty to Warn" information delivered to Customer by HOS. Customer further agrees to notify HOS immediately in the event Customer has knowledge of or suspects any leak or unexpected release of Propane from Customer's storage facilities or related equipment, or if Customer has any repair or replacement work done to any part of the Propane system. Upon such notification, Customer acknowledges that HOS will cease deliveries of Propane to Customer until HOS is reasonably satisfied that Customer's storage facilities and system (including related piping and equipment) are properly operating. Customer indemnifies and holds HOS, its successors and assigns, harmless against all losses, claims, causes of action, penalties and liabilities arising out of Customer's failure to comply with Customer's duties hereunder.

**8. Taxes:** If any taxes or other charges now or hereafter are imposed upon any of the Propane sold hereunder, the amount of said taxes shall be added to the price, provided such tax is collectible from HOS. All other taxes shall be the responsibility of Customer.

**9. Miscellaneous:** If any provision of the contract is deemed invalid or unenforceable by any court or tribunal, the parties agree that such provision is considered stricken and all and all remaining provisions shall remain valid and enforceable. This contract may be assigned to any Successors and Assigns of HOS without the written consent of the other party. The terms and conditions of this contract shall be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto. This contract shall be governed by the laws of the State of Kansas, and venue for any disputes arising out of the parties' business relationship under this contract shall be brought before a court of competent jurisdiction in such State. The parties further mutually agree to WAIVE A JURY in any trial or proceeding concerning the subject matter of this contract. The parties agree that this contract may be signed in counterparts and that signed photocopies shall be accepted as originals for all purposes. The parties' agreement to the terms set forth above shall not be deemed to be effective and enforceable until Customer delivers to HOS the signed contract and the required payment.