

### SCHEDULED DELIVERY FOR PROPANE AND FUEL OIL CUSTOMERS

Scheduled Delivery is a system of gauging the level or percentage in your propane or fuel oil tank. This system is based on the "heating degree days" of the current heating season along with the prior year(s) usage of your home. The system works well from year to year providing that the heating system in your home remains the same (furnace, gas fireplace, clothes dryer, thermostat setting etc.). When any part of your system changes you need to make us aware of the change, so that we can adjust your usage. Burnett Dairy Cooperative will do its best to fill your tank when it nears the 20% mark with propane or ¼ full with fuel oil.

# It is the customer's responsibility to make sure their tank does not run out. This means you will need to still check your tank level regularly.

#### Requirements needed to qualify for scheduled delivered service:

- 1. Approved application for charge account and/or Pre-Pay in your account
- 2. Propane or fuel oil must be your **PRIMARY** source of heat.
- 3. Use propane or fuel oil on a year around basis.
- 4. Driveway must be plowed for truck access during the winter months.

#### If any of the following pertain to your heating situation, you will not qualify for scheduled delivery service:

- 1. Burning wood in conjunction with propane or fuel oil usage.
- 2. Propane or Fuel used as backup to electricity.
- 3. Seasonal or weekend homes/cabins, due to irregular occupancy and usage. (Unless your home/cabin has an approved Cold Temperature monitoring system) Completing this form and owning a season home, means you are taking responsibility for a cold temperature monitoring system. Making you the customer solely responsible if all conditions listed are not met.

#### To keep Scheduled Delivery Service working in an efficient manor, you must:

- 1. Notify the Propane Department/Fuel Department or your delivery person of any changes in appliances, heaters, room additions, drastic thermostat changes, or anything that can affect your usage.
- 2. Contact the office if you choose to be removed from the Scheduled Delivery Service for whatever reason. If you are on Scheduled Delivery and receive a delivery you are responsible for its payment. If you choose to be removed from the service for lack of Pre-Pay dollars, driveway conditions or any reason you must contact the office at 715-689-1032.

#### In addition, you must agree to the following:

**Force Majeure**- Neither party to this Agreement shall be liable to the other party hereto for any loss or damage resulting from any delay or failure caused by or arising out of acts of God or the elements. Storms, wars, acts of terrorism, sabotage, strikes, labor difficulties, and/or any other cause beyond such party's commercially reasonable control. Customer specifically agrees that nothing contained in this statement shall ever be construed to relieve the customer of its obligations to promptly pay BDC in full for any monetary obligations of the customer herein.

**Customer's Obligation to Comply with Laws**- Customer agrees that it, and all of its representatives shall comply, at all times with all laws, ordinances, rules and regulations established by any federal, state, and local authority with jurisdiction over such matters.

#### Additional information and returnable scheduled delivery form on the back of this sheet.

**Indemnification**- Customer agrees that it shall defend, indemnify, and hold harmless BDC, and all its affiliates, and all of their respective directors, officers, agents, and employees, and insures, from and against any and all claims, demands, losses, liabilities, causes of action, judgments, fines, assessments (including penalties and/or interest), costs and expenses of litigation and court costs incurred in enforcing this provision), without regard to amount, caused by or arising or resulting from, whether directly or indirectly: (a) Customer's operation of its heating system; (b) Customer's breach of any of its representations, warranties, undertakings, covenants, promises and agreements as set forth in the agreement; and /or (c) Customer's failure to comply with any and all applicable laws with regard to Customer's activities relating to operation of heating system.

#### REMOVAL OF SCHEDULED DELIVERY MUST BE DONE IN WRITING THE CUSTOMER IS ULTIMATELY RESPONSIBLE FOR PREVENTING AN OUTAGE

Complete and return the form below to begin Schedule Delivery Service

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## YES, I QUALIFY FOR SCHEDULED DELIVERY OF PROPANE/FUEL OIL

I understand Burnett Dairy Cooperative will schedule a delivery of propane/fuel oil at or near 20% or ¼ full on the gauge. I will notify Burnett Dairy Cooperative if I have not been delivered to when the gauge reaches these amounts. I furthermore understand that I am ultimately responsible that an outage does not occur.

Name		
Delivery Address	City	State
Signature	Date	

In case I should be out of town for an extended period of time, my contact person is:

Name \_\_\_\_\_\_ and their phone number is \_\_\_\_\_\_

## BY NOT COMPLETEING THIS FORM INDICATES YOU ARE NOT INTERESTED IN SCHEDULED DELIVERY.