



Propane Customer Safety Information

Farmer Owned Since 1896

BURNETT DAIRY COOPERATIVE

Packet includes following forms:

1. Credit Application & Agreement
2. Welcome Letter
3. Customer Acknowledgement
4. Out-of-Gas Policy
5. Propane Service Policies
6. Pressure Test & System Check Policy Fee Schedule
7. Scheduled Delivery Form
8. Tank Lease Pricing/Usage
9. Duty-to-Warn information pamphlets

Pages in this packet have information printed on both sides.

Please read through all of the provided information and return all pages marked **RETURN**.

Burnett Dairy Cooperative

11631 State Road 70
Grantsburg, WI 54840

Phone: 715-689-2467
1-800-854-2716
Fax: 715-689-2808
www.burnettdairy.com

Burnett Dairy Cooperative

Credit Application & Agreement

(Customer)



11631 State Rd 70
Grantsburg, WI 54840

715.689.2467
Fax: 715.689.2808



BURNETT DAIRY COOPERATIVE

Credit Application & Agreement

**11631 State Rd 70 Grantsburg, WI 54840
Telephone: 715-689-2467 Fax: 715-689-2808**

Applicant warrants that all the information submitted hereon is true, accurate and complete.

PERSONAL/BUSINESS INFORMATION

Name of Customer (Legal Name)		SSN	Date of Birth (to obtain credit report)		Phone Number
Address	City	State	Zip	Years Here	Shipping Address (if different)
Fax Number		Email Address			

For Business Account

Proprietorship S-Corporation Limited Liability Company C-Corporation Other form of business

Formed/Incorporated under state laws of: _____ Date of formation, incorporation or partnership: _____

Is business a subsidiary or franchise? Yes No If YES, name of parent company or franchisor: _____

Its address: _____

Length of time of present ownership: _____ years _____ months

Previous customer: Yes No Under what name? _____ Location? _____

The Customer has a total of _____ (check one) corporate officers, shareholders, partners, limited partners, members or proprietors.

For each such person, please provide the following information:

<p>1. _____ Name & Title</p> <p>_____</p> <p>Home Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Social Security Number % shares owned</p> <p>_____</p> <p>Cell Phone and email address</p>	<p>2. _____ Name & Title</p> <p>_____</p> <p>Home Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Social Security Number % shares owned</p> <p>_____</p> <p>Cell Phone and email address</p>
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(Please attach additional sheets as needed for other officers, shareholders, partners or proprietors)

Departments you have interest in purchasing or charging product (please mark all that apply).

Feed Energy General Store Agronomy

MARITAL FACTS

Unmarried Married, in which case I agree that credit extended under this account will be incurred in the interest of my marriage or family.

Notice to Married Applicants: No provision of any marital property agreement or court decree adversely affects the interest Burnett Dairy Cooperative unless Burnett Dairy Cooperative, prior to the time credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to Burnett Dairy Cooperative is incurred.

Spouse's Name		Mailing Address		City	State	Zip
Home Phone Number	Cell Phone Number	Fax Number		Social Security Number		
Spouse's Employer		Mailing Address		City	State	Zip
Yrs Employed	Position	Gross Income	Phone Number	Fax Number		

EMPLOYMENT FACTS

Applicant's Employer		Mailing Address		City	State	Zip
Years Employed	Position	Gross Income	Phone Number	Fax		

TRADE/CREDIT/EMPLOYMENT REFERENCES (see terms and conditions and indemnification provision on the reverse side):

	Name	Address	Phone Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Wisconsin Consumer Act

The Wisconsin Consumer Act may apply to purchases made pursuant this application for credit unless exempted by §421.202 or other provisions within the Act. Burnett Dairy Co-op (BDC) may amend the terms of this account with fifteen (15) days' notice to the customer, except that notice of ninety (90) days is required for changes which are adverse to the customer with respect to outstanding balances, or which alters a permitted additional charge. Wisconsin law allows consumers to cancel certain transactions within three days, but only if the contract is signed away from the seller's normal place of business. Please see the Act to determine if this right applies to you.

The Agreement

If BDC extends credit to the applicant, the applicant agrees to abide by all the terms of BDC credit plan and policy as they are contained herein (including the reverse side and the attached pages) including those made by illustration under any disclosure contained herein. I / We will pay the price (including taxes) of goods and services charged to this account, together with applicable **FINANCE CHARGES**, and abide by other obligations imposed by this agreement.

REVIEW THE REVERSE SIDE OF THIS PAGE AND ATTACHED TERMS AND CONDITIONS/OTHER DOCUMENTS, IF ANY, BEFORE SIGNING THIS AGREEMENT

I certify that I am duly authorized to sign this agreement and to thereby bind the person(s) on whose behalf I am signing. I have read and understand this Agreement, including the reverse side. Signature(s) required of responsible party or parties that are responsible for payment of any debt incurred on account.

Applicant / Customer

Applicant / Customer

Applicant / Customer

By _____

By _____

By _____

Its _____

Its _____

Its _____

Dated _____

Dated _____

Dated _____

IF THIS APPLICATION IS FOR CREDIT TO A CORPORATION OR OTHER ORGANIZATION, I GUARANTEE AND AGREE, AS PROVIDED BY LAW, TO BE PERSONALLY AND UNCONDITIONALLY BE RESPONSIBLE FOR PAYMENT OF ALL OBLIGATIONS INCURRED AND UNPAID BY SUCH ORGANIZATION. THIS IS A GUARANTEE OF PAYMENT AND NOT MERELY PERFORMANCE. I WAVE NOTICE, PRESENTMENT AND/OR DEMAND FOR PAYMENT. THIS IS AN UNQUALIFIED GUARANTEE.

Explanation of Personal Obligation

- (a) You have agreed to pay amounts owing or to be owing in the future as a result of charges made on personal or business account.
- (b) You will be liable and fully responsible for payment of the above amount even though you may not be entitled to any of the goods, services, or loan furnished there under. If you wish to terminate your guarantee with respect to future transactions, you must notify BDC in writing.
- (c) You may be sued in court for the payment of the amount due under this consumer credit transaction and for all legal/collection expenses and costs even though the customer named above may be working or have funds to pay the amount due.
- (d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement you have executed must be consulted for the exact terms of your obligations.
- (e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this transaction.

Applicant Signature: _____ Date: _____

Accepted By: _____ Date: _____

Signing and returning the Customer Credit Application results in a contract that is governed by the Laws of the States Wisconsin and/or Minnesota. To the extent the provisions of the contract may vary from Uniform Commercial Code or either state's laws, to the extent permitted by law the contract provisions shall govern. No modification or release shall be effective unless in writing and signed by an Officer of BDC. Customer grants permission to obtain personal credit information via credit search services.

Customer is responsible for use of all goods and products according to the label recommendations. Failure of the Customer or user to follow label instructions may result in personal injury, property damage or wrongful death. Customer agrees to indemnify, defend and hold harmless BDC from and against all liability, claims, causes or action and expenses including attorneys' fees stemming from Customer's breach of this agreement, negligence, strict liability or other misconduct.

UNDER NO CIRCUMSTANCES SHALL BDC EVER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES WHICH ARE HEREBY WAIVED BY CUSTOMER.

DISCLAIMER OF ALL WARRANTIES: THE CO-OP MAKES NO WARRANTY OF ITS PRODUCT, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, EXCEPT AS OTHERWISE REQUIRED OR PROVIDED BY LAW.

BDC may at any time, include or add to the price, all taxes, excises or other charges imposed by law or incident to the production, transportation, sale or use of goods. Cash payment by certified funds in full, is required prior to delivery of products, unless you have established a credit account with BDC.

When does finance charge accrual start?	A BDC patron has 30 days from the closing date to pay the new balance before finance charges will accrue on the account.
Is there a time period during which credit may be repaid without incurring a finance charge?	Yes. Finance charges will be imposed on any new purchases only if they are not paid in full by the end of the month following the closing date.
What is the finance charge rate?	A periodic rate of 1.5% per month, 18% per annum, or the maximum rate allowed by law, is charged on all balances still owing on the 1st day of the second month following the month in which credit was extended.
What method is used to figure the balance on which the finance charge will be computed?	Credits and payments are deducted from the previous past due balance to arrive at the new past due balance on which the finance charge for the following month is computed
How will the finance charge be determined?	Finance charges are computed on the average outstanding balance for the period.
Are there other charges in addition to the finance charge?	None. Except, however, BDC is also permitted to recover its attorney's fees and other costs associated with collecting amounts owed BDC as provided more fully below under recover of attorney's fees and collections costs.
Does the Co-op take a security interest?	Usually not, but there are cases when BDC will request a perfected interest either in the things you are purchasing and/or in other collateral you have an interest in. If additional security is requested, it will secure previous credit extended plus credit extended in the future as well.
Does the Co-op have a first lien on your equity in the Co-op and the right to offset against it?	Yes. Part of BDC earnings are distributed to qualifying patrons in the form of equities, which are eventually revolved according to policies established by the Board of Directors. The Articles of Incorporation give BDC a first lien on any equities you earn from patronizing BDC. BDC routinely offsets those equities against accounts that it considers uncollectible. BDC reserves the right to discount your equities if it exercises its right of offset.
Is there a point where your payment terms will be cash on delivery (COD) if your account is not paid?	Yes. Accounts must be paid in full within 30 days after the closing date, and if the account is not paid, you may be required to pay cash for purchases thereafter. In addition, BDC reserves the right to place any account holder on immediate COD anytime BDC has reasonable belief that repayment will not be made in accordance with the credit policy, or if the Co-op does not want to extend credit for any reason that is not otherwise unlawful. However, special credit arrangements can be made with the credit manager's approval.
Is there a minimum amount due?	Yes. BDC is not in the business of providing financing to its customers. BDC provides convenience credit, and the credit policy requires payment of the account in full by the end of the month following the closing date. BDC may, but is not obligated to, continue extending credit to those who do not pay their account in accordance with the BDC credit policy. Send payments to Burnett Dairy Cooperative, 11631 State Road 70, Grantsburg, WI 54840

Your Billing Rights Under the Fair Credit Billing Act:

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is incorrect, or if you need more information about transactions you need to write us (on a separate sheet) at (address) (the address listed on your bill). Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (1) Your name and account number; (2) The dollar amount of the suspected error; and (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe item you are not sure about.

2. Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then, Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay the finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Consent to Declaration of Patronage Refunds: By signing this agreement, I hereby consent to include in my gross income (or the gross income of the entity that I sign this form on behalf of), as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I or it receives from BDC, with respect to my or its patronage occurring during the current and all subsequent taxable years of this cooperative. This individual consent shall be revocable by me or it at any time if in writing.

Recovery of Attorney's Fees & Collection Costs: In the event BDC initiates collection proceedings to collect amounts due on open account for agricultural or commercial purchases, all costs of collection and reasonable attorneys' fees incurred or paid by the Co-op in order to collect the amount due shall be added to the amount due and paid by Customer unless prohibited by law. This agreement applies to all unpaid charges incurred prior to the date of this agreement and all future charges.

Indemnification of BDC for Inquiring With Employment/Trade/Credit References: The applicant grants permission to BDC and any reference above named to answer any BDC inquiry, and the applicant shall indemnify and hold BDC or any reference harmless from litigation, claims, damages, or judgments brought by applicant or beneficiary for making inquiries with references, answers furnished by references, BDC's decision not to extend credit based on those answers. The Applicant shall hold BDC harmless from the receipt and use of credit reports about the applicant or the applicant's guarantor.

Your Failure to Inform Co-op of Address or Keep Address Current: If You fail to keep your address current or inform the BDC of changes in your address, you agree that BDC may deem any equity that BDC previously allocated to you, that was not or is not called for payment or then payable, to be contributed from your account to BDC's unallocated surplus.

Grant of Security Agreement: If credit is approved and extended, the applicants grants a continuing security interest to BDC in all assets, including but not limited to all equipment, fixtures, livestock and inventories now owned or hereafter acquired, all offspring, all crops growing, to be grown and/or harvested; and for all the above the proceeds and accessions in value. The applicant authorizes BDC to protect its security interest by filing financing statements, notifying prospective buyers, and taking other necessary actions to protect BDC security interest in all applicants' assets.



Dear Customer,

The following information is very important and given to you for your knowledge and safety. Propane is a safe, efficient and clean fuel when handled wisely and with respect. We are providing you with safety information about propane gas and we strongly encourage you to read the enclosed information.

Please complete and return all pages marked Return on the bottom. All pages marked Return must be completed and returned to Burnett Dairy Cooperative before any necessary inspections or deliveries will be scheduled.

We have also included an optional Scheduled Delivery form, if you meet the requirements and are interested in this service please complete the form and return.

If you have any questions about propane gas or our services, please contact the Energy Department at 715-689-2786 or 1-800-854-2716 option #3.

Thank you for your interest in doing business with Burnett Dairy Cooperative. We look forward to working with you in the future.

Sincerely,

Burnett Dairy Cooperative Energy Department



Customer acknowledgement:

The following materials are found in this packet.

- ✓ Out-of-Gas Policy
- ✓ Propane Service Polices
- ✓ Pressure Test & System Check Policy
- ✓ Scheduled Delivery Form
- ✓ Duty-To-Warn information Pamphlets

I, _____ have received and read the information listed above.
(Print Name)

I understand and agree to the following policies; Out-of-Gas and Leak/Pressure testing policies set forth by Burnett Dairy Cooperative.

(Customer Signature)

(Date)

RETURN



Out-of-Gas Policy

Our mission at BDC is to provide propane in a way that is as safe as possible for you and our employees. Unfortunately our driver/serviceman is reporting to your residence/business upon receiving your report of an outage or leak.

It is imperative that you are home so we can check the entire gas system for leaks as well as light all pilots on any appliances. If we arrive and no one is home, we will not fill your tank if it is out and your propane system will be locked until an appointment is made to be at your residence. Any return trip will result in additional charge.

In the event of an Out-of-gas condition, the below procedures will be followed by the BDC driver/serviceman who is reporting to the call.

1. When a customer calls to report an out of gas, instruct the customer to close the service valve(s) on the container. Also instruct the person who called to shut off all appliance valves. **Note:** Record the date; time, and name of the person to whom you are giving instructions and have the caller verbally demonstrate to you that they understand your instructions
2. When the delivery person arrives at the customer's location in response to an out-of-gas call, they should make sure the service valve(s) on the container(s) is/are completely closed. Never assume that the customer completely closed the valve(s). Once inside the location check all appliance gas cocks, appliance control valves and range top burners to be certain they are completely closed. Also, check for any evidence of gas appliance changes and open or uncapped lines.
3. When the delivery person arrives at the customer's location to make a regular propane delivery, the delivery person should first determine that the container is not empty. If the container is empty, close the container(s) service valve(s) before filling the container(s). Then follow the suggestions outlined in item 2 above.
4. Fill the customer's tank(s).
5. Immediately after turning off the gas, the piping system should be checked to ascertain that no gas is escaping. If any leakage is indicated, the leak must be repaired before the service can be resumed.
6. It is the responsibility of our qualified employees to put appliances back in service. The BDC delivery/serviceman will make certain that all pilot lights are properly lit. The homeowner/renter must be present for our delivery/serviceman to enter their location as well put appliances back in service. If a problem is found in relighting an appliance that we do not have the equipment to make safe for our customer, the delivery/serviceman at the location will give you information to contact an appliance person in your area. ***BDC does not service indoor appliances – beyond the relighting of pilots on an out-of-gas/leak call.***
7. **Due to Insurance regulations, industry standards, and our company policies BDC will only allow two out of gas deliveries. If a third out of gas situation should occur, we reserve the right to terminate service.**

KEEP



Propane Service Policies

Burnett Dairy Cooperative promotes regular routes to maximize our efficiencies, minimize our costs, which in turn helps to keep our propane reasonably priced. Burnett Dairy Cooperative is extremely concerned about the safety of its customers and employees. It is very important that you work with us to maintain a propane program that is safe, economical and efficient.

Credit Policy and Interest Charges

In consideration for receiving credit from Burnett Dairy Cooperative, applicant agrees to abide by all terms on billing invoices including service charges of 18% APR or 1.5% per month. Applicant agrees to pay all cost of collections, including attorney costs if necessary. Applicant authorizes release of information from other credit suppliers for the purpose of evaluating credit. Applicant hereby agrees to all terms and conditions of the enclosed credit application. Please fill out the enclosed credit application and return.

Will Call Customers

Customers who are not on route service must call in their request for delivery service. To avoid out of gas and service interruptions, it is strongly recommended that Will Call customers closely monitor their propane tanks and notify Burnett Dairy Cooperative when their tank level reaches 20%. Upon receiving a request for delivery of propane, Burnett Dairy Cooperative will deliver the propane within 3 business days.

Will Call Customers Only-Out of Gas/Service Interruption Policy

Running out of gas is a safety issue. Any customer whose tank becomes completely out of gas, or whose tank has been shut off, or if service has been interrupted must have a pressure test performed. This leak test must be performed prior to putting the system back in service. It is necessary for a responsible party to be home to give the service person or delivery driver access to all the appliances for relighting. Please read our companies Out-Of-Gas Policy.

Route Service

We encourage all customers to have our scheduled delivery service. With this service propane is delivered to you on a regular basis, without having to place an order. Enclosed is an optional Keep-Fill Form for signing up for this service, the form explains the service and what is required to have the Keep-Fill service at your residence. Customers are still required to monitor their tank levels.

KEEP

Propane Service Policies - continued

Access to Property

It is agreed the Burnett Dairy Cooperatives propane employees are granted access to the property for servicing and inspection of the propane system. Customers agree to make reasonable accommodations to be present and make accessible interior buildings. In the winter driveways must be plowed after every snowstorm. Driveways must also be plowed wide enough for our trucks to enter.

Customer Owned Tanks

Customer owned tanks must have a valid data plate displayed on the tank. Tanks without a data plate will not pass tank inspection, and will not be serviced by Burnett Dairy Co-Op.

Termination of Services

Burnett Dairy Cooperative reserves the right the right to terminate services under the following conditions:

Out of gas – Burnett Dairy Cooperative will allow two out of gas situations. If a third out of gas situation occurs, our company will terminate services.

After Hours calls – Burnett Dairy Cooperative will terminate service after three after hours calls are made.

Same Day Deliveries – Burnett Dairy Cooperative will terminate services after three same day deliveries are made.

Credit – Burnett Dairy Cooperative will terminate services to those accounts that are placed on a COD basis with no payment arrangements made.

KEEP



Pressure Test and System Check Policy

Accidents can result from the failure to perform a complete system pressure test and/or leak check from the propane tank to the system pilot orifices. Burnett Dairy Cooperative must verify the integrity of your LP gas system with a pressure test and/or leak check as defined by NPGA Bulletin T403, and document the results. The following situations call for a system check:

1. New System or New Customer
2. Occupancy Change
3. System Interruption following repairs or modifications, changing regulators, turning off the gas, etc.
4. Out-of-Gas situations
5. Suspected Leak
6. Customer adds appliances or tampers with the system and Burnett Dairy Co-op is made aware of it.

The following National Fuel Gas Code, ANSI Z223.1-1999, describes the procedures for qualified persons servicing a system for gas utilization:

System and Equipment Leakage Test

- 4.2.2 *Before turning gas on.* Before gas is introduced into a system of new gas piping, the entire system shall be inspected to determine that there are no open fittings or ends and that all manual valves on equipment are closed and all unused outlets are closed and plugged or capped.
- 4.2.3 *Test for Leakage.* Immediately after the gas is turned on into a new system or into a system that has been restored after an interruption of service, the piping system shall be tested for leakage. If leakage is indicated, the gas supply shall be shut off until necessary repairs have been made.
- 4.2.4 *Placing Equipment in Operation.* Gas utilization equipment shall not be permitted to be placed in operation until after the piping system has been tested and determined to be free of leakage and purged in accordance with 4.3.2.

KEEP

Pressure Test and System Check Policy - continued

Burnett Dairy Cooperative has adopted the following charges for pressure testing and/or leak checking:

1. **NEW CUSTOMER**—New tank setting, new system installed by our company-No charge for testing.
2. **CUSTOMER OWNED TANKS**—No charge, unless repairs or replacements are necessary
3. **OCCUPANCY CHANGE**—No charge
4. **OUT OF GAS**--“Automatic fill/Keep fill” customers Leak Check: No charge for testing.
5. **“Will Call” or COD CUSTOMERS**--Subject to the current Leak Check Fee Schedule.
6. **SYSTEMS INTERRUPTION**--Subject to the current Leak Check Fee Schedule.
7. **SUSPECTED LEAK**--Subject to the current Leak Check Fee Schedule.

GAS CHECK/SYSTEMS CHECK: Insurance regulations and industry standards recommend or require a Burnett Dairy Cooperative technician to perform a scheduled systematic inspection of your propane gas system from the tank to the appliances at least once every 5 years. The customer must be on-site while the system check is being performed. If regulators are older than 15 years, we ask that they be replaced. The charge to conduct this service is subject to the current Pressure Testing and System Check Fee Schedule. Charges do not include additional labor and materials needed for repairs or modifications.

KEEP



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 Co-Op 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.**

In order 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

 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 1/4 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: _____

Signature: _____ Date: _____

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

Name: _____

Phone Number: _____

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

OPTIONAL FORM



Tank Lease Pricing/Usage

<u>Tank Size</u>	<u>Yearly Usage</u>	<u>Lease</u>
500 gallon	400 gallons	\$10.00 Annually
500 gallon	1 delivery	\$50.00 Annually
250 gallon	200 gallons	\$10.00 Annually
250 gallon	1 delivery	\$50.00 Annually
120 gallon		\$50.00 Annually

All tank sizes with no deliveries, \$100.00 lease per year

Charges for Same Day, Out of Gas, Weekend, or After Hours

Charges below do not apply to Scheduled Delivery Customer

Same Day Delivery	\$150.00
After Hours/Weekends	\$150.00
Pressure Check	\$50.00

Budget plans available for qualifying customers.
Please contact the propane department for more information.

Cash discounts available on all deliveries of propane.

***If you have questions regarding Tank Sets or Switch-Outs, please call our office at
715-689-2786**

KEEP

- ✓ Burnett Dairy Cooperative technicians will make necessary repairs to the system from the storage tank to the 2nd stage regulator. Customer agrees to be responsible for all damage to said equipment arising from customer, customer's family or customer's employees; negligence, carelessness, or abuse thereof. Burnett Dairy Cooperative personnel may complete repairs from the 2nd stage regulator to appliances OR you may be directed to call a qualified technician for repairs. Parts and service by Burnett Dairy Cooperative will be charged to the customer at prevailing rates.
- ✓ "Will Call" and COD accounts: Cash or check due upon completion of services
- ✓ Others: Charges will be applied to current open account

Any system found unsafe will be RED TAGGED and cannot be legally restarted until the unsafe condition has been repaired. You must call a qualified serviceman for repairs before our delivery personnel will place your system back in service.

Service Performed

Fee

Change out of date regulator (customer owned)

CALL

2nd stage regulator

CALL

Hourly service call rate

\$60/per hour

After hours service call rate (\$100.00 MINIMUM FOR 1ST HOUR) additional hour
\$60.00

Delivery Minimum of 150 gallons applies on all deliveries

(Consideration given to 120-gallon tanks)

KEEP