



## Protect Yourself from Uncertain Winter Propane Rates with our **Price Protection Options**

Dear Valued Customer,

Thank you for allowing us to be your propane supplier! We are always working hard to provide you with greater satisfaction and extra value. As part of that mission, we're pleased to offer you two special limited-time price protection options to help you manage your propane costs for the 2023-2024 heating season.

Please note our price protection plans are offered solely as an extra way to give you choices when it comes to your propane rate. You are not obligated to choose any of these options, and you are welcome to continue to receive your propane without a price protection plan.

Below is the summary of each option. For further details about these plans please refer to the Program Details inside.

### **Option 1: Pre-Paid Fixed**

With this plan, you purchase your propane ahead of time for the upcoming heating season at our very best pre-season rate. Payment is due in full at the time you enroll.

### **Option 2: Price Cap**

Our Price Cap program option protects you from fluctuating prices. Your price is locked in at the time of enrollment so you can know and plan your heating needs in advance. This option does require a non-refundable fee of \$99 plus tax when you complete enrollment.

### **Have peace of mind with Automatic Delivery**

- We monitor your propane level for you and schedule deliveries as needed.
- You are not charged extra fees if your tank runs empty.
- You receive a better price for your propane.

Even if you receive Automatic Delivery service, we still recommend you occasionally check your propane level.

Contact our office when your gauge reads 30% to reorder or check on the status of your delivery.

### **Reliable Propane Service for Your Home, Farm or Business Comfort Needs**

- Complete Propane Installations
- Online Ordering & Secure Online Bill Pay
- CETP - Certified Technicians
- 24-Hour Emergency Service

1555 W. Iron Springs Road, #5  
Prescott, AZ 86305  
928-636-1600

[barrettpropane.com](http://barrettpropane.com)

**If you would like to participate in one of these options, please complete the agreement enclosed, and mail it back to us with any required payment by September 30, 2023.**

If you have any questions about our price protection options or how to enroll, please do not hesitate to call our office. Thank you for choosing Barrett Propane for your propane needs, and we look forward to serving you throughout the year to come.

Sincerely,

**Lisa Gerwitz**

General Manager, Barrett Propane

# 2023-2024 Propane Price Protection Program Details

## Option 1: Pre-Paid Fixed

**Auto Fill: \$2.79<sup>9</sup>/gal.**

**Will Call: \$2.89<sup>9</sup>/gal.**

- With the Pre-Paid Fixed plan, you purchase your propane for the entire heating season in advance at the time you enroll. Please call if you would like help determining your payment amount or number of gallons to purchase.
- Pre-Paid propane will be delivered as needed until the gallons are depleted or March 30, 2024, whichever comes first.
- If prices drop below the Pre-Paid Fixed price, you will not receive the lower price until all the pre-paid gallons have been delivered. ***If you do not pre-buy enough propane, your remaining deliveries will be invoiced at the current retail price. If you pre-buy more propane than what is delivered, you will have a dollar credit on your account (not gallons).***

## Option 2: Price Cap

**\$3.19<sup>9</sup>/gal.**

- This option gives you peace of mind with a fixed price for October 1, 2023 to March 30, 2024.
- Gallons equal to your last twelve months usage can be protected by this option.
- With approved credit, all outstanding balances need to be paid before the next scheduled delivery or within 30 days, whichever comes first. ***If payments are not received within 30 days, this agreement becomes void and the price reverts to the current retail price for the remainder of the heating season, with no refund.***
- Enrollment requires a non-refundable price protection fee of \$99 plus tax.

### Auto Fill Delivery vs. Will Call Delivery

**Auto Fill Delivery:** We highly recommend Auto Fill Delivery for all of our propane customers. With Auto Fill, we schedule your deliveries for you based on your usage, and you don't have to worry about running out of fuel. Customers must be credit-approved to receive this service.

**Will Call Delivery:** You call us when you want your next delivery. For timely delivery, we recommend you call the office when your level of propane in your tank is at 30%. ***If you choose Will Call and run out of propane, we are required to perform a Gas Safety Check and extra fees will apply. Emergency deliveries will be billed at current retail prices and may incur a delivery charge.***

### Other Requirements

1. **A zero balance or credit balance is required to be eligible for any of these options.**
2. **All deliveries after March 30, 2024 return to market pricing for all plan options.**
3. **ANY REQUIRED PAYMENTS MUST BE RETURNED WITH YOUR OPTION AGREEMENT.**

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**



# Propane Price Protection Option Agreement



### To benefit with one of our price protection options please:

1. Select your option, provide your contact information, and sign where indicated.
2. Provide payment (required for Option 1 and Option 2) or complete the credit card information.
3. Mail this agreement with your payment (if applicable) to us at: **1555 W Iron Springs Rd #5, Prescott, AZ 86305.**

Please keep the Program Details for your records.

### Choose which price protection option you would like to have from October 1, 2023 through March 30, 2024:

- Option 1: Pre-Paid Fixed**       Auto Fill: \$2.79<sup>9</sup>/gal.       Will Call: \$2.89<sup>9</sup>/gal.

Please lock my propane price as selected below plus tax. I understand the program details, the number of gallons I wish to purchase is noted, and my full payment is enclosed (or credit card information is provided).

# GALS. TO PURCHASE (Min. 500 gallons)	PRICE PER GALLON	SALES TAX (See below*)	TOTAL AMOUNT DUE NOW
<input type="text"/>	X \$ <input type="text"/>	+ \$ <input type="text"/>	= \$ <input type="text"/>
<p><b>PLEASE BE SURE TO UTILIZE THE APPROPRIATE TAX BRACKET FOR YOUR DELIVERY AREA</b>            Chino Valley 10.35%   Dewey 8.35%   Prescott 8.35%   Prescott Valley 9.18%   Yavapai County 6.35%</p>			

- Option 2: Price Cap - \$3.19<sup>9</sup>/gal.**

Please fix my price plus tax at the option selected below. I understand the program details, and enclosed is my non-refundable payment of \$99 plus tax (or credit card information is provided).

Complete for Credit Card Payment:  MasterCard    Visa    American Express    Discover

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-digit Code: \_\_\_\_\_

I agree to purchase propane from Barrett Propane according to the option selected above. I understand if I choose Option 1, any over-payments will remain on my account as a credit. I also understand that cancellation of the Option 1 agreement prior to 3/30/24 will result in a cancellation fee of \$150 unless Pre-Paid Fixed gallons have been depleted. I understand that choosing Option 2, any balance that goes past due will result in cancellation of Price Protection Agreement and revert to Market Pricing with no refund.

Name \_\_\_\_\_

Delivery Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

FORCE MAJEURE: Barrett Propane shall not be liable for any failure to perform its obligations in connection with any action described in this agreement, if such failure results from any act of God, war, government regulation, threats or acts of terrorism, or similar acts, governmental travel or disaster advisories, weather conditions, labor strikes, civil disorder, curtailment of transportation facilities, lack of product availability or any other cause beyond the parties control, making it inadvisable, illegal or impossible to perform their obligations under this agreement.

# Terms of Agreement

**ADDITIONAL AGREEMENTS:** This Sales Agreement is intended to define pricing of product for the period of time and for the quantity stated on the face of this Agreement. All other portions of any previously signed customer agreement with Company remain in full force and effect. The terms and conditions set forth in previous service agreements, contracts and credit applications signed by the parties are hereby incorporated by reference into this Agreement.

**DELIVERY:** All customers who wish to participate in the Fixed Price plan shall also have the opportunity to utilize our automatic delivery schedule. In order to get the quoted price, all agreements, down payments, and credit authorization forms must be completely filled out, properly signed and received in our office within 15 business days of the date on the agreement.

Only those gallons agreed to by the Company and the Customer for inclusion in the Fixed Price plan will be billed per this Agreement. Customer will remain on automatic delivery and such automatic deliveries will continue beyond listed fixed price gallons on this agreement. Any additional gallons purchased will be billed at the market price in effect at the time of delivery. All current fees and taxes shall apply in addition to the price per gallon and will be billed separately from the price per gallon. Any increases or decreases in taxes will be passed through to the customer.

**PAYMENT TERMS:** Customer agrees to pay all invoices within 30 days upon delivery, and a late charge of 2% per month (or the maximum allowed by law in your state) on any balance remaining unpaid 30 days after the delivery date. In addition, Company shall be entitled to recover from Customer its reasonable collection costs, including all attorneys' fees, and late payment fees. Customer will also be charged the maximum allowable fee for any returned checks. Company reserves the right to shut off and lock the propane tank and/or pump out/remove propane at any time on Customer, no matter if tank is company owned or customer owned, if there is a remaining balance 60 days past delivery date. Pump out, restocking, and removal fees will be applied in addition to the past due balance. Because the company must obtain the contracted gallons in advance, No refunds of any kind will be issued. For pre-buy customers, any dollar credits remaining on the expiration date of this agreement will be used by Customer for future fuel purchases with Company at current market rate.

Customer agrees to start with a current balance (no balance beyond 30 days) in order to qualify for the Fixed Price plan. Customer further agrees to supply the Company with a credit application if one is not currently on file. Accounts must be in good credit standing to be eligible for this program.

Customer agrees to adhere to established credit terms of net 30 days payment from date of delivery. If the Customers' account goes beyond 30 days past due, or one month budget payment late, they will be removed from the Fixed Price plan and the account will be invoiced for the unused portion of the fixed price agreement calculated as the remaining gallons multiplied by a rate of fifty cents (\$.50) per gallon.

**CANCELLATION FEES:** Company has taken substantial market risk to lock propane prices in for Customer and Customer understands that should Customer terminate this Agreement prior to its completion the Company's damages will be difficult or impossible to calculate. Therefore, Customer agrees to a Cancellation fee as defined hereinafter. Customer agrees this Cancellation fee is reasonable. If the Customer discontinues service for any reason or does not take delivery of all contracted Fixed Price gallons by the completion of the delivery period, the Customer, at the Company's discretion may be assessed a contract cancellation fee equal to the unused gallons of the contract multiplied by a rate of fifty cents (\$.50) per gallon or \$300 whichever is greater. The Fixed Price program is a VOLUNTARY offer that allows the customer to purchase a set number of propane gallons at a fixed price. The Customer acknowledges that they have solicited this fixed price offer from the Company and the Company is purchasing a binding financial contract to provide this fixed price. Customer further understands that this is a binding agreement and is not subject to change in terms once signed.

**GOVERNMENTAL CONTROLS:** This agreement as herein provided is expressly made subject to any Federal, State or other Governmental laws and regulations which may now be or may hereafter become effective which will restrict, limit or control Seller in the price or purchase of products hereof. Seller warrants that goods sold or services furnished under this agreement were produced or furnished

in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, and that goods sold are free of all liens, encumbrances and claims whatsoever.

**LIABILITY:** Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of equipment and product on the customer premises and will indemnify and hold Company and its agents, directors, officers and employees harmless from all damages and injuries (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (a) any loss or damage to the equipment or any component thereof, the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, installation, maintenance or lack of maintenance of the equipment or product, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (b) Customer's breach of any provision of this Agreement, including, without limitation, Customer's failure to maintain appropriate levels of product at the customer premises (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the premises), (c) the existence, use, manufacture, storage, release or disposal of hazardous materials by Customer or any other person (whether or not on the Premises) on, under or near the equipment; and/or (d) any return or repossession of the equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct.

In no event will either party be liable to the other or any other person for any special, incidental, consequential or punitive damages arising out of this Agreement, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damage and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO THE PREMISES AND THE EQUIPMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**TAXES:** Any tax, fee or charge now imposed upon the purchase use, resale, transportation or handling of products at the time of delivery thereof by Seller to Buyer shall be paid by Buyer, provided the law or regulations so requires. If Buyer is entitled to purchase products free of any tax, fee or charge. Buyer shall furnish to Seller proper exemption certificates to cover such purchase or purchases. If any such payments are required by any Governmental Authority to be made by Buyer, they shall be repaid by Buyer to Seller on demand.

**FORCE MAJEURE:** In the event either party being rendered unable, wholly or in part, by force majeure, to carry out its obligations under this contract other than to make payments of amounts due hereunder, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telephone to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure shall be suspended during the continuance of any liability so caused but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, processing plant or wells. Governmental regulations, curtailment of or other inability to obtain equipment, supplies or materials, temporary failure of gas supply, and any other cause whether of the kind herein enumerated or otherwise not within the reasonable control of the party claiming suspension, all of which by the exercise of due diligence such party is unable to foresee or overcome but provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with the exercise of due diligence shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is advisable in the discretion of the party having the difficulty.