

GRAIN DRYING/COMMERCIAL PROPANE CONTRACT

Contract# **2037**BUYER: Wheaton Park District
Account# 0102460Address: 855 Prairie Ave
Wheaton, IL 60187

1. BUYER agrees to purchase from Heritage FS, Inc. "SELLER" 3800 Gallons of LIQUEFIED PROPANE GAS ("Propane"), according to the following terms and conditions.

2. SELLER shall deliver the Propane in such reasonable quantities and at such reasonable times as requested by BUYER, PROVIDED, HOWEVER, that BUYER agrees to have accepted delivery of all Propane between the 1st day of September, 2018 and the 30th day of April, 2020 (the "Delivery Date"). Notwithstanding the foregoing, no Propane will be delivered for grain drying purposes after December 31, 2019. If BUYER has not taken delivery by the Delivery Date, SELLER will have the option in its sole discretion to re-sell the undelivered Propane pursuant to applicable law, and pursue all remedies available to SELLER under the law.

3. Gallons of Propane purchased under this Contract must be delivered prior to any other gallons of Propane purchased by BUYER from SELLER. BUYER does not have the option to pull Propane purchased under this Contract at his discretion.

4. THIS CONTRACT EXPIRES WHEN ALL GALLONS OF PROPANE PURCHASED UNDER THIS CONTRACT HAVE BEEN DELIVERED, OR APRIL 30, 2020, WHICHEVER COMES FIRST. AFTER EXPIRATION OF THIS CONTRACT, ANY FUTURE DELIVERIES WILL BE INVOICED AT THE CURRENT PRICE OF PROPANE.

5. All accounts payable owed by BUYER to SELLER must be no more than 30 days outstanding before new Propane contracts will be entered into.

6. This Contract is valid only after being signed by SELLER.

7. Base price excludes all taxes. BUYER agrees to pay all applicable taxes, which will be invoiced at the time of each delivery.

8. Please check either option (A) and / or (B) sign the Contract and return it to SELLER. If you elect to prepay for the Propane (Option A), a check must be sent with this Contract.

<input checked="" type="checkbox"/> Option A 100% Prepaid Contract	
<u>3800</u> Gallons at <u>\$1.24</u> per gallon	
	\$0.10 per gallon non refundable deposit. Deposit amount due= <u>\$ 380.00</u>
Net billing price <u>\$1.14</u> per gallon	Prepay amount due (including tax) = <u>\$4332.00</u>
	Total amount due = <u>\$ 4712.00</u>
<input type="checkbox"/> Option B Regular Contract	
<u>3800</u> Gallons at <u>\$1.29</u> per gallon	
	\$0.10 per gallon non refundable deposit. Deposit amount due= <u>\$380.00</u>
Net billing price <u>\$1.19</u> per gallon	

SELLER: HERITAGE FS, INC.

Salesman John Mackey Date _____BUYER: [Signature] Date 9-18-19
Patron COREILL@WHEATONPARKS.ORG
Email 630-688-2580
Phone _____