

You're done signing! Pre-Buy Agreement - CAA Assistance - Wiley Coyote



(<https://www.caywoodpropane.com>)

Document ID: bad61514935e3c5514a1da0ab8404522eea2c286

July 21, 2016

Signed On : <https://www.caywoodpropane.com>

Pre-Buy Agreement - CAA Assistance - Wiley Coyote

YOU MUST SIGN THIS DOCUMENT BY TYPING OR, IF YOU ARE USING A TABLET OR MOBILE DEVICE, SIGNING, YOUR NAME BY HAND WHERE INDICATED BELOW.

PRE-BUY AGREEMENT

PRE-BUY AGREEMENT THIS PRE-BUY AGREEMENT (THE "AGREEMENT") GOVERNS THE RELATIONSHIP BETWEEN CAYWOOD PROPANE GAS, INC. ("WE" OR "US") AND Wiley Coyote ("YOU" OR "YOUR") ON THE PRE-BUY APPLICATION SUBMITTED BY YOU TO US AT WWW.CAYWOODPROPANE.COM (<http://WWW.CAYWOODPROPANE.COM>) (THE "APPLICATION"). THIS AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN (AMONG) YOU AND US AND CREATES IMPORTANT LEGAL OBLIGATIONS BEGINNING ON THE DATE THAT WE ACCEPT YOUR APPLICATION AND YOU BECOME A PRE-BUY CUSTOMER. YOU SHOULD READ THIS AGREEMENT CAREFULLY AND, BY ELECTRONICALLY AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON OUR WEBSITE AND SUBMITTING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT IF YOUR APPLICATION IS ACCEPTED BY US. YOU ARE NOT BOUND BY THIS AGREEMENT IF WE DECIDE NOT TO ACCEPT YOUR APPLICATION, BUT YOU WILL REMAIN BOUND BY OUR STANDARD TERMS AND CONDITIONS BY VIRTUE OF SUBMITTING YOUR APPLICATION. IF YOU LEASE A TANK FROM US YOU ALSO REMAIN SUBJECT TO THE TERMS AND CONDITIONS OF THE EQUIPMENT LEASE.

We and You agree as follows:

1. Standard Terms and Conditions. Our Standard Terms and Conditions were made available to You, and You agreed to be bound by them, at the time you submitted Your Application to Us. Copies are available at Our website, www.caywoodpropane.com (<https://www.caywoodpropane.com>), Our office at 14660 Hudson Road, Hudson, Michigan 49247 (the "Office"), or by email upon request. You acknowledge that You continue to be bound by Our Standard Terms and Conditions, as amended from time to time and in effect, and that they are part of this Agreement and are incorporated into this Agreement by reference.

Our Standard Terms and Conditions contain a number of very important provisions including, but not limited to, provisions relating to Your Safety Obligations, Delivery Options, Payment Obligations, Payment Options, Equipment Obligations, Representations and Warranties to Us, indemnification obligations to Us, waiver of a number of contractual and legal rights We might have to You, and Your agreement to limitations on Our liability.

2. Payment. You agree that this Agreement is conditioned on your Community Action Agency making payment in full for 500 gallons, the amount specified in Your Application at a price of \$1.38 per gallon, resulting in a total amount due of \$690.00. This Agreement is void if not signed by You (including electronic submission signature), accepted by Us, and paid in full (defined as payment received by Us) within twenty-one (21) calendar days of the date You submitted Your Application. No deliveries will be made under this Agreement until the amount due is paid in full.
3. Delivery; Keep Full Delivery Option. You agree to take delivery of Pre-Buy propane between September 1, 2016 and April 30, 2017. You also agree that such deliveries will be made on a Keep Full basis.
4. Price. You will be charged an amount equal to the lower of Our Current Price at the time delivery or \$1.38 per gallon, plus applicable taxes. Pre-Buy purchases are not eligible for the early payment discount (even if the Current Price is lower than \$1.38 per gallon) because such discount already is accounted for in the price.
5. Minimum Annual Purchase Obligation. You must purchase a minimum of five hundred gallons of propane from Us, or such lower amount as approved by both Your Community Action Agency and Us.
6. Payment Non-Refundable; Credit Toward Future Purchases. You agree that any unused portion of the Pre-Buy propane gallons (expressed in dollars) will be credited to Your account and applied to future purchases of propane from Us at Our then current prices and terms. Balances due on your account are non-refundable and are forfeited if not used before April 30, 2020. Amounts forfeited are treated as additional consideration for the services provided under this Agreement.
7. Default. You are in default under this Agreement if: (a) You fail to perform or observe any obligation or provision of this Agreement, Our Standard Terms and Conditions, Your Customer Application submitted to Us or, if applicable Your Equipment Lease with Us; (b) a proceeding for dissolution, bankruptcy or liquidation is filed or commenced by or against You; or (c) You make an assignment for the benefit of creditors.
8. Representations and Warranties. You warrant, represent and covenant with Us that You: (a) will perform and observe all obligations under this Agreement and Our Standard Terms and Conditions including, without limitation, provisions relating to Safety Obligations, Delivery Options, Payment, Payment Options, Equipment and General Terms and Conditions; and (b) all of the information You provided Us in Your Application and Your New Customer Application is true, correct, complete and contains no material misstatement or omission of fact or information.
9. Governing Law. This Lease is governed by the laws of the State of Michigan (excluding Michigan's choice of law rules) and is binding on and inures to You, Us and Your and Our heirs and successors in interest. If this Agreement is signed in the name of any kind of entity other than You as a person, Your agreement to this Lease and Our Standard Terms and Conditions will also serve as a personal guarantee on Your account with Us.
10. Electronic Signature. **BY TYPING YOUR NAME ON THIS AGREEMENT OR BY TYPING YOUR NAME OR BY CHECKING A BOX ON ANY SUBMISSION FORM AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND SUBMITTING THE SUBMISSION FORM, YOU ARE EXECUTING AND ADOPTING YOUR PRINTED NAME AS AN "ELECTRONIC SIGNATURE" UNDER THE MICHIGAN UNIFORM ELECTRONIC TRANSACTIONS ACT, THE FEDERAL ELECTRONIC**

SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, AND OTHER APPLICABLE LAWS. YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY WITH CAYWOOD PROPANE GAS, INC. AND UNDERSTAND THAT YOUR "ELECTRONIC SIGNATURE" MAKES THIS AGREEMENT A LEGALLY BINDING CONTRACT AND IS THE SAME AS SIGNING THIS AGREEMENT BY HAND.

11. Entire Agreement. Your Application, Our Standard Terms and Conditions, this Agreement, Your New Customer Application and, if applicable, Your Equipment Lease or Your Customer Agreement with Us constitute the entire understanding and agreement between You and Us. Any prior oral or written communication between You or Us is merged into Your Application, Your New Customer Application, Our Standard Terms and Conditions, this Agreement, and, if applicable, Your Equipment Lease with Us. No alteration of or amendment to this Agreement (or any other agreement with Us) will be effective unless given in writing and signed by both You and Us (including electronic signature).

Wiley Coyote

Signed by Wiley Coyote
Signed on: July 21, 2016

Christopher J. Caywood

Signed by Christopher Caywood
Signed On: July 21, 2016

Signature Certificate

Document name: Pre-Buy Agreement - CAA Assistance - Wile...

Unique Document ID: BAD61514935E3C5514A1DA0AB8404522EEA2C286



Build. Track. Sign Contracts.



Wiley Coyote

Party ID: 24789cb0-59af-4755-b9e8-6b4e9744d6e1

IP Address: 209.165.255.131

Security Level: E-mail ,

Digital Signature:

Wiley Coyote

Multi-Factor

Digital Fingerprint Checksum

0c2b0bdb0c05ccb533cd98f400ab024



Timestamp

Audit

2016-07-21 16:12:14 EDT	Pre-Buy Agreement - CAA Assistance Uploaded by Christopher Caywood - office@caywoodpropane.com IP 209.165.255.131
2016-07-21 17:15:25 EDT	Document viewed by Wiley Coyote - ccaywood@mac.com IP 209.165.255.131
2016-07-21 17:15:40 EDT	Document signed by Wiley Coyote - ccaywood@mac.com IP 209.165.255.131
2016-07-21 17:15:40 EDT	The document has been signed by all parties and is now closed.



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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Audit Trail Serial# 5ef9d1f460b887d49bc18bf394232c6e