



THIS AGREEMENT made as of the _____ day of _____, 20____

Between: **Ultramar, a Division of Parkland Corporation (“Ultramar”)**

And: Company Name: _____ Account #: _____
Billing Address: _____ Delivery Address: _____
City: _____ City: _____
Province: _____ Province: _____
Postal Code: _____ Postal Code: _____

(“Customer”)

WHEREAS Customer wishes to purchase Customer’s propane requirements from Ultramar on a fixed price basis and Ultramar is willing to sell propane on a fixed price basis under certain terms and conditions (the “Program”).

NOW THEREFORE the parties hereby agree as follows (the “Agreement”):

- 1. This Agreement forms part of and is supplemental to your Propane Supply Agreement, which shall remain in full force and effect, except for the pricing offered under this Agreement, and shall remain in effect for the time period indicated in Section 2 below.
2. The Program shall become effective upon Ultramar receipt of this signed Agreement, provided that the signed Agreement is received before the deadline date as communicated by Ultramar, and then shall continue in effect thereafter unless cancelled in writing by Customer during the annual opt out period or the Program is discontinued by Ultramar.
3. Every year following the end of a commercial “Heating Season” (defined as the period starting October 1st and ending April 30 of each year), you will be advised in writing of the new price which will be fixed for the new Heating Season (the “Fixed Price”). At that time you will be given the opportunity to cancel this Agreement by advising Ultramar in writing within 30 days from the date of the new Fixed Price notification that you wish to cancel the Agreement, otherwise this Agreement will automatically continue for the new Heating Season under the same terms and conditions except for the new Fixed Price.
4. Federal & Provincial Taxes : Should there be any changes to any federal or provincial taxes during this home heating season then those changes will be automatically applied to your fixed price on the date it becomes effective.
5. Upon your enrollment in the Program, for the account number, at the above noted delivery address only, you will pay the Fixed Price (plus applicable taxes and federal fuel charges) for every litre of propane purchased from Ultramar during the Heating Season.
6. It is a requirement of the Program that the Customer:
a. purchases their propane requirements on an automatic delivery basis;
b. exclusively purchases their propane requirements from Ultramar;
c. purchases a minimum of 1,000 litres annually; and
d. maintains their account within the established credit terms.
Failure to set up and maintain these requirements will result in the immediate termination of the Program by Ultramar.
7. Customer may not assign all or any part of the benefit of, or its rights or benefits under this Agreement except with the prior written consent of Ultramar.

Customer Enrollment and Agreement

I/We, the undersigned, on the date first herein written, hereby enroll in the Fixed Price Program and agree to the above terms and conditions.

Customer Name
Customer Representative Signature
Customer Representative Name

1See section 4.

Ultramar is a registered trademark of Valero Energy Inc. used under license by Parkland Corporation.