

# Fall Diesel Contract

Account Name \_\_\_\_\_ Location \_\_\_\_\_ Account No. \_\_\_\_\_

It is agreed between \_\_\_\_\_ of \_\_\_\_\_ Buyer, and  
Nexus Cooperative of Charles City, Iowa. Seller as follows:

I have agreed to purchase and take delivery of \_\_\_\_\_ gallons of **Ruby Fieldmaster**  or **Roadmaster**   
from Nexus between Sept. 1, 2024 and Nov. 30, 2024.

This diesel will be priced at \_\_\_\_\_ per gallon until Nov. 30, 2024.

This contract will only be for the use of the customer signing the contract and will not be transferable to anyone else.  
**If your account is not current, you will be put on a cash basis on all deliveries.** Price guarantee will become null and void, and a buyout penalty will be imposed.

Please choose **ONLY** one of the following:

**Booked** - Booked diesel will be billed at time of delivery at the agreed upon price.

**Prepaid** - Prepaid diesel requires entire purchase amount to be paid at time of contract.

**Total Cost** \_\_\_\_\_

Nexus Cooperative reserves the right to VOID this contract for any account that does not pay according to the normal Nexus credit policy.

All contracts will be delivered as scheduled by Nexus. The buyer agrees that all deliveries of product made during the contract period shall be applied to this contract first. Any products purchased or delivered to the buyer in excess of the agreed gallons will be billed at the seller's posted retail price.

The buyer agrees that this contract does not guarantee supply of product. In the event there is a lack of supply caused by: transportation strikes, pipeline shortage or breakdowns, quotas set by government agencies or actions of foreign or local governments and associations, or other such cause, the buyer agrees not to hold seller responsible. Seller reserves the right to adjust the contract price to reflect increases caused by new governmental legislation, increased or additional taxes, or other causes beyond the control of the seller.

**In the event buyer fails to take delivery during the time period stated in this contract, Nexus reserves the right to charge the buyer for the difference between the contract price and the market price (if the market price is lower than the contract price) on remaining undelivered gallons on the last normal business day of this contract.**

Any unused gallons of **booked** diesel remaining as of Nov. 30, 2024 will be forfeited by the buyer.

Any unused gallons of **prepaid** diesel remaining as of Nov. 30, 2024 will be forfeited by the buyer and the remaining prepaid dollars will be applied to the buyer's next diesel contract.

To authorize this contract the buyer must sign and return this document within 10 days of the date below.

Date: \_\_\_\_\_ Nexus (Seller) \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

Buyer

**NEXUS**  
COOPERATIVE