

Allen Bros Oil

6023 U S Route 5
Westminster VT 05158
802-722-3331

info@allenbrosoil.com

FLEXIBLE BUDGET PAYMENT PLAN

The SELLER subject to all Terms and conditions agrees to sell and deliver TO the BUYER:

NAME: _____ E-MAIL _____
ADDRESS: _____ Phone # 1 _____
CITY: _____ Phone # 2 _____
Deliver to: _____ Account # _____

The **Buyer** agrees to accept and pay for the fuel as specified in accordance with the Terms and Conditions hereinafter provided (**Reverse Side**)

IF MONTHLY PAYMENTS ARE NOT MADE WHEN DUE

This agreement may be cancelled by seller on ten (10) days' notice

PRICE- It is agreed that all payments will be applied toward payments of the purchase price of fuel which will be SELLERS Retail Posted Price in effect at time of delivery.

DELIVERY: The fuel purchased hereunder will be delivered in accordance with SELLERS **automatic delivery** service upon approval of the credit department and when you (**BUYER**) have a positive **credit balance BEFORE FIRST DELIVERY.**

PAYMENTS – Initial payment of \$ _____. Initial payment date _____ Due with this signed contract.

Starting one month from date of initial payment **BUYER** agrees to make _____ additional consecutive payments of \$ _____ each on or by the 15th of each month up to and including _____. These payments can be done with a credit or debit card monthly for you. Yes _____ I would like auto payments.

Card # _____ Exp. Date _____ Code (on back) _____

COMPUTATION OF MONTHLY PAYMENTS

ESTIMATED SEASONS REQUIREMENTS _____ GALLONS

ESTIMATED SEASONS FUEL COST BASED ON

FLEXIBLE PRICE OF \$1.999 PER GALLON = \$ _____

PREVIOUS CREDIT..... \$ _____

Estimated Yearly Heating Cost TOTAL \$ _____

Divided by 12 months YOUR APPROXIMATED MONTHLY **PAYMENT** \$ _____

PLEASE **READ** AND **SIGN** REVERSE SIDE BEFORE SENDING IN WITH PAYMENT.

We will hold signed copy in office, available upon request.

Accepted: Buyers _____ Sellers: _____ Date _____

TERMS & CONDITIONS

FLEXIBLE BUDGET PLAN

No promises, agreements or representations of **ALLEN BROTHERS OIL** shall be binding upon the ALLEN BROTHERS OIL unless made a part of the CONTRACT in writing.

It is also understood and agreed that this CONTRACT shall not be binding upon **ALLEN BROTHERS OIL** until accepted by **ALLEN BROTHERS OIL** at its office and **ALLEN BROTHERS OIL** agrees that in the event that the Order is not accepted, it will refund all monies paid by the **Buyer** herein. The **Buyer** agrees not to assign, sell or transfer the Order, or any interest herein, or in the fuel mentioned, without consent of the Seller, endorsed herein in writing.

- 1) **ALLEN BROTHERS OIL** will deliver home heating oil at the **FLEXIBLE RETAIL POSTED PRICE** at time of delivery. **BUYER** agrees to make all budget payments on time each month.
- 2) **BUYER** agrees to be on Seller automatic delivery Service.
- 3) **BUYER** agrees that no **first** delivery will be made without an established credit balance.
- 4) **BUYER** agrees that if budget payments are not **received** on time **ALLEN BROTHERS OIL** RESERVERS THE RIGHT TO NOT DELIVER FUEL WITH OUT PAYMENT.
- 5) It is agreed that any unpaid balance for fuel delivered and or service rendered will be paid by the **BUYER** UPON presentation of an invoice by **ALLEN BROTHERS OIL**. Money owed for Service work will not be taken out of Budget payment credits THESE NEED TO BE PAID FOR SEPARATELY.
- 6) All taxes and governmental charges imposed in connection with the sale shall be added to the price paid by the **BUYER**.
- 7) If the **BUYER** moves during the period of this agreement, deliveries will be made to any location in which **ALLEN BROTHERS OIL** operates, or, if the **BUYER** moves out of town or out of state, then **ALLEN BROTHERS OIL** will return ALL unused monies to the **BUYER**.
- 8) The **ALLEN BROTHERS OIL** shall not be responsible for failure to deliver the fuel **DO TO NO FAULT OF THERE OWN INCLUDING BUT NOT LIMITED TO ACTS OF GOD. ALLEN BROTHERS OIL ALSO RESERVES THE RIGHT TO DENY DELIVERY DUE TO POTENTILLY PUTTING OUR DRIVERS IN DANGER! (BAD DRIVEWAYS, ICY DRIVEWAYS, ETC..)** **ALLEN BROTHERS OIL** shall have the right at its option to postpone or cancel delivery without liability to the **BUYER** therefore. Should any of the above events occur, the **BUYER** will be notified as soon as possible and made aware of available option.
- 9) It is agreed that payment is due within 10 days of delivery for any gallons delivered over and above the original budgeted gallons.

I **ACCEPT ALL TERMS AND CONDITIONS** BUYER _____ SELLER _____