

Allen Bros Oil

6023 U S Route 5
Westminster VT 05158
802-722-3331
info@allenbrosoil.com

PRE-BUY CONTRACT 2016-2017

Complete, sign and return contract with **payment**

ALLEN BROS ACCOUNT # _____
NAME: _____
ADDRESS: _____
CITY: _____
Deliver to: _____

DATE: _____
PHONE # 1 _____
PHONE # 2 _____
E-MAIL: _____

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

PREVIOUS CREDIT: \$ _____ = _____ GALLONS

2016-2017 PRICE PER GALLON: **\$1.999** X AMOUNT OF GALLONS: _____ = \$ _____

TOTAL GALLONS: _____

AMOUNT DUE/RECEIVED CHECK # _____ CASH _____ Received by _____

Pre-buy customers will be on an automatic delivery basis. Your account will remain on automatic delivery based on our degree day system unless we otherwise hear from you. If Pre-buy gallons purchased are used up before contract end date the account will **return** to the daily **posted** price and automatic delivery will **continue**. The posted price will be subject to a .20 per gallon **discount** when paid within 7 days of delivery. At the end of the program: any credit balance will remain on account (we do not return monies) the credit gallons will be delivered if needed at the 2016-2017 Pre-buy price or the cash price on the day of delivery whichever is greater. The 2016-2017 Pre-buy heating oil is available for delivery between October 1, 2016 and April 30, 2017

*This contract does not take effect until any and all previous contracts have been completed.

Service work of any kind or deliveries of product other than heating oil will **not** be deducted from credit balance these services need to be paid for separately.

CUSTOMER SIGNATURE: _____

ALLEN BROS OIL REPRESENTATIVE: _____

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

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

TERMS & CONDITIONS

PRE-BUY CONTRACT 2016-2017

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 the predetermined amount of home heating oil at the **FIXED AGREED PRICE**. The **BUYER** agrees to pay for and take delivery of that amount of fuel oil at THE agreed upon price and terms. The **BUYER** understands and agrees that **any additional** fuel oil WILL be delivered on an automatic basis at **ALLEN BROTHERS OIL** current retail price. (Participation in this plan is on a first come first served basis)
- 2) **BUYER** may not withdraw from this contract until **BUYER** has accepted all agreed upon fuel fulfilling **BUYER'S** obligation to **ALLEN BROTHERS OIL L.L.C.** If **BUYER** BREACHES THIS CONTRACT **BUYER** AGREES TO PAY **ALLEN BROTHERS OIL'S** attorney fees and damages.
- 3) To secure the delivery of the agreed amount of fuel in this contract **ALLEN BROTHERS OIL** has entered into a fixed priced futures contract with their whole sale distributor in accordance to V.T. state requirements.
- 4) 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 **PRE-BUY** MONIES, these need to be paid for separately
- 5) All taxes and governmental charges imposed shall be added to the price paid by the **BUYER**.
- 6) 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**.
- 7) The **ALLEN BROTHERS OIL** shall not be responsible for failure to deliver the fuel **DO TO NO FAULT OF THEIR OWN** INCLUDING BUT NOT LIMITED TO **ACTS OF GOD**. **ALLEN BROTHERS OIL** ALSO RESERVES THE RIGHT TO **DENY DELIVERY** DUE TO POTENTILLY PUTTING OUR DRIVER 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.
- 8) It is agreed that payment is due within 10 days of delivery for any gallons delivered over and above the original budgeted gallons.
- 9) I ACCEPT ALL TERMS AND CONDITIONS BUYER _____ SELLER _____