

Allen Bros Oil

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

SECURED PRICE BUDGET PAYMENT CONTRACT 2017/18

Your first **Secured** Budget payment is due by July 2017 and each month thereafter for 9 months.
If monthly payments are not paid when due, this agreement may be canceled by the SELLER

Once the contracted gallons have been delivered, any additional gallons will be delivered at our Daily Retail Posted Price.
If payment is made within 7 days receive a .20 cent discount

SELLER is subject to all Terms and Conditions agrees to sell and deliver to the BUYER
The BUYER agrees to accept and pay for fuel as specified in accordance with the Terms and Conditions provided (Reverse Side)

Name: _____ E-MAIL _____
Address: _____ Phone # 1 _____
City: _____ Phone # 2 _____
Deliver to: _____ Account # _____

Fuel will be priced at \$2.379 for the contracted gallons delivered by April 30, 2017
With credit department approval, delivery is by Seller's "Automatic Delivery" Schedule
Without credit department approval, delivery is by Seller's "Will Call" Schedule
(please call when tank gauge is reading ½ tank)

MONTHLY PAYMENTS

Estimated Seasonal Usage _____ Gallons
Fixed Price of **\$2.379** per gallon \$ _____
VT Fuel Tax .03 cents per gallon \$ _____
Service Plan.....\$ _____
Previous Credit.....\$ _____
Estimated Heating Cost 2017/18.....\$ _____
10 Monthly Payments \$ _____

BUYER agrees to make 10 payments of \$ _____ each by the 15th of the month

Payments can be made with a credit or debit card monthly for you.

Yes ___ **I would like automatic payments.**

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

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

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

Buyer _____ Sellers: _____ Date _____

TERMS & CONDITIONS

SECURED BUDGET CONTRACT 2017-18

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 contract is not accepted, it will refund all monies paid by the **Buyer** herein. The **Buyer** agrees not to assign, sell, or transfer the contracted gallons without consent of the Seller in writing.

ALLEN BROTHERS OIL will deliver the contracted gallons of home heating oil at the **Fixed Price as written out on reverse**. 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 delivery schedule (with credit approval) at **ALLEN BROTHERS OIL** current retail price. It is agreed that payment is due within 10 days of delivery for any gallons delivered over and above the original budgeted gallons.

- 1) **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.
- 2) To secure the delivery of the contracted gallons 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.
- 3) 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 payments, service needs to be paid for separately
- 4) All taxes and governmental charges imposed shall be added to the price paid by the **BUYER**.
- 5) If the **BUYER** moves during the period of this agreement, deliveries will be made to any location within **ALLEN BROTHERS OIL** delivery area. If the **BUYER** moves out of the delivery area, then **ALLEN BROTHERS OIL** will return all unused monies to the **BUYER**.
- 6) The **ALLEN BROTHERS OIL** shall not be responsible for failure to deliver the fuel **DUE 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 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**. Should any of the above events occur, the **BUYER** will be notified as soon as possible and made aware of available options.
- 7) I ACCEPT ALL TERMS AND CONDITIONS
BUYER _____ SELLER _____ Date _____