

Allen Bros Oil

6023 U S Route 5
Westminster VT 05158

802-722-3331

info@allenbrosoil.com

EASY BUDGET PAYMENT CONTRACT 2018-19

Your first **Easy Budget** Payment is due in July 15, 2018 and each month thereafter for 9 more months
If monthly payments are not paid when due, this agreement may be canceled by the SELLER

The 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 the Seller's Posted Cash Price at time of delivery.

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 1/2 tank)

MONTHLY PAYMENTS

Estimated Seasonal Usage _____ GALLONS
Estimated Seasonal Fuel Cost..... \$ _____
VT Fuel Tax .03 cent per gallon..... \$ _____
Service Plan..... \$ _____
Previous Credit..... \$ _____
Estimated Heating Cost for 2018/19 \$ _____
10 Monthly Payments \$ _____

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

TERMS & CONDITIONS

EASY BUDGET CONTRACT 2018-19

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, or any interest herein without consent of the Seller in writing.

- 1) **ALLEN BROTHERS OIL** will deliver home heating oil at the **FLEXIBLE RETAIL CASH 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 schedule until You the buyer calls to end Auto Delivery. (Auto delivery with credit approval).
- 3) **BUYER** agrees that if budget payments are not **received** on time **ALLEN BROTHERS OIL** Reserves the right to **NOT** deliver fuel without payment. Review of Budget Payments will be made throughout the Contract Year.
- 4) It is agreed that payment is due within 10 days of delivered for any gallons delivered over and above the original budgeted gallons. 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 separately.
- 5) All taxes and governmental charges imposed in connection with the sale 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 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**.
- 7) The **ALLEN BROTHERS OIL** shall not be responsible for failure to deliver the fuel **DUE 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.

I ACCEPT ALL TERMS AND CONDITIONS

Buyer _____ Seller _____ Date _____