



Westminster, VT
802-722-3331
info@allenbrosoil.com

SECURED PRICE BUDGET PAYMENT CONTRACT 2018-2019

Account# _____
Name: _____ Phone #1: _____
Address: _____ Phone #2: _____
City: _____ E-MAIL: _____
Delivery Address: _____
Estimate Usage (gallons): _____

Fuel will be priced at **\$2.849** for the contracted gallons, delivered September 1, 2018 until April 30, 2019. With credit department approval, delivery is on supplier's automatic delivery schedule. Without credit department approval, delivery is only made when scheduled by customer (will-call).

Your first Secured Budget payment is due by August 15, 2018 and by the 15th of each month thereafter for 9 months. If monthly payments are not paid when due, this agreement may be canceled by the supplier.

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

MONTHLY PAYMENTS

Our office will fill out the portion below.

Estimated Gallons: _____
\$2.849 per gallon: \$ _____
3 ¢ VT Fuel tax: \$ _____
Service Plan: \$ _____
Previous Credit: \$ _____
2018/19 Estimated Heating Cost: \$ _____
10 Monthly Payments: \$ _____
The BUYER agrees to make 10 payments of \$ _____, by the 15th of the month.

Monthly payments can be made with a credit or debit card 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: _____ Supplier: _____ Date: _____

TERMS & CONDITIONS

SECURED BUDGET CONTRACT 2018-2019

For the purposes of this agreement, the following named _____, will be hereinafter referred to as the "Buyer" and/or "Customer", and Allen Bros. Oil Company, LLC will hereinafter be referred to as "the Supplier" and/or "Seller".

No promises, agreements or representations of **ALLEN BROTHERS OIL** shall be binding upon **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. **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 side**. 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.

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.

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.

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. All taxes and governmental charges imposed shall be added to the price paid by the **BUYER**.

If the **BUYER** changes residence during the period of this agreement, deliveries will be made to any new 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**.

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 THE POTENTIAL OF PUTTING OUR DRIVERS IN DANGER (BAD DRIVEWAYS, ICY DRIVEWAYS, ETC.)** **ALLEN BROTHERS OIL** reserves the right 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 other available options.

I ACCEPT ALL TERMS AND CONDITIONS

BUYER: _____ SUPPLIER: _____ Date: _____