

## KEROSENE BUDGET CONTRACT

Agreement made on \_\_\_\_\_, between “PUTNAM FUEL CO., INC.”, a New Hampshire corporation doing business at 23 Church Street Goffstown, New Hampshire, hereafter the “**Seller**” and, all parties partaking of the Kerosene Budget Contracts, hereafter the “**Customer**”.

In consideration of mutual undertakings, Seller and Customer enter into a *Kerosene Budget Contract* under the following terms and conditions:

1. The **Seller**, at the **Customer’s** request, will allocate a certain number of gallons of kerosene based on the **Customer’s** estimated usage to be paid for when allocated at the then Kerosene Budget Contract price marked on page 3.
2. Monthly payment must be figured on **NO LESS** than the previous years’ gallon usage unless otherwise agreed upon between **Seller** and **Customer**. The **Seller** may adjust the budget payment amount anytime during the year if it is too high or too low. Prepaid amounts will not bear interest.
3. The gallons of kerosene oil allocated for participation in this contract is limited and available on a first come, first serve basis.
4. The contract is offered to **Customers** who have an up to date account.
5. The **Customer** must fill out a credit application, and acceptance into the Kerosene Budget Contract is contingent upon approval of the credit application by the **Seller**. Credit approval is necessary in order to implement the automatic delivery.
6. All deliveries will be on a normal operating schedule: that is, a schedule based on automatic delivery. **Customers will remain on automatic delivery after the completion of this contract unless Sellers are instructed otherwise at the beginning of the program in writing.** (It is acceptable if it is written on page 3 at the bottom of the signed contract) It is the **Customers** responsibility to inform the **Seller** of any changes in fuel usage that we were not aware of (i.e. additions to house, raising temperature higher than usual, more or different people living in house, additional heat sources, etc.)
7. The *Kerosene Budget Contract* selected on page 3, will **start on July 1 and run until May 31<sup>st</sup>**. Any **Customer**, who has a credit balance as of June 1<sup>st</sup> will have the credit applied to their account for future oil or service purchases.
8. The **Customer** agrees to pay for **all Kerosene** delivered between **July 1 until May 31<sup>st</sup>** on Automatic Delivery.
9. **Customers** choosing the Budget Payment Plan option will be enrolled in the Kerosene Budget Contract upon receipt of the signed contract.

10. **Customers** choosing the Budget Payment Plan will be allowed the same discount per gallon as the cash account, and it will be posted to the account by the end of the budget season, if the budget payments arrive in full each month.
11. The **Seller** may terminate any **Customer** from the Budget Payment Plan contract and may charge a FINANCE CHARGE of 1 ½% per month (ANNUAL PERCENTAGE RATE OF 18%) on all debit (owed) balances that are 30 days or over, if the budget payments do not arrive each month within the statement period.
12. If the **Customer** should cancel the Budget Payment plan contract for any reason including but not limited to, receiving a delivery from another company, or refusing an automatic delivery prior to May 31st or the **Seller** should terminate the contract due to non-payment the **Customer** shall pay the **Seller** a penalty fee of \$150.00.
13. **Seller** shall deduct penalties fees from any remaining credits on the account and **Customer** will be responsible for payments due on any amount not deducted from credit balances.
14. Any purchase of goods or services other than Kerosene that appears on the **Customer's** account must be paid separately and will be so indicated on the statement of account the **Customer** receives.
15. The balance on any purchase of goods or services from **Putnam Fuel Co., Inc.**, which remains after 30 days from the sale, may be deducted from the **Customer's** credit balance.
16. It is the **Customer's** responsibility to call the office immediately for all account changes and follow it up in writing.
17. The **Customer** should call the office immediately, and follow it up in writing if necessary, if he has an inquiry or problem with his account.
18. The **Customer** will be responsible for any new state or federal taxes, duty or charge (subsequent to this agreement) on or measured by the products sold hereunder, or on the storage, production, sale, transportation, delivery or use thereof, which is required to be paid or collected by the **seller**.

This contract is conditional upon and subject to any acts, executive orders or other rules and regulations of the local, state or federal government, both parties recognizing that these rules and regulations are frequently changed and may cause all or portions of this contract to become amended or eliminated. This contract is also subject to any interruptions of supply due to any cause, including: war, acts of terrorism, natural phenomena disasters, or acts of God which limit or halt the supply of home heating oil, temporarily or permanently.

Should any of the above events occur the **Customer** will be notified as soon as possible. Should events or regulations cause the termination of this contract the balance in the **Customer's** account will be refunded within thirty (30) days from termination. Should events or regulations cause a partial cancellation of this contract the **Customer** will be notified as to their options which shall include termination of this contract and a refund of their balance within thirty (30) days.