

GUARANTEED PRICE PROTECTION 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 Guaranteed Price Protection Budget Contracts, hereafter the “**Customer**”.

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

1. The **Seller**, at the **Customer’s** request, will allocate a certain number of gallons of home heating oil based on the **Customer’s** estimated usage to be paid for when allocated at the then Guaranteed Price Protection 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 **Seller** shall secure contracted gallons through supplier agreements and futures contracts in accordance with RSA 339:79.
4. The gallons of home heating oil allocated for participation in this contract is limited and available on a first come, first serve basis.
5. The contract is offered to **Customers** who have an up to date account.
6. The **Customer** must fill out a credit application, and acceptance into the Guaranteed Price Protection Budget Contract is contingent upon approval of the credit application by the **Seller**. Credit approval is necessary in order to implement the automatic delivery.
7. 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.)
8. The *Guaranteed Price Protection Budget Contract* selected on page 3, will **start on July 1 and run until May 31st**. Any **Customer**, who has a credit balance as of June 1st will have the credit applied to their account for future oil or service purchases.
9. The **Customer** agrees to pay for **all fuel** delivered between **July 1 until May 31st** on Automatic Delivery. (Budget Capped gallons are protected until May 31st)
10. **Customers** choosing the Budget Payment Plan or Capped Protection option will be enrolled in the Guaranteed Price Protection Budget Contract upon receipt of the signed contract.
11. **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.
12. **Customers** choosing the Capped Protection option will be charged the non-refundable fee for contracted gallons and any gallons delivered over the contracted amount from July 1st – May 31st. **Seller** may adjust the budget payment amount during the year if non-refundable fee was figured too low at the start of the season. Non-refundable fee will be deducted from monthly payments first.

13. The **Seller** may terminate any **Customer** from the Budget Payment Plan or Budget Capped Plan contracts 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.
14. 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.
15. If the **Customer** should cancel the Budget Capped 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** reasonable liquidated damages for all remaining contracted gallons as well as a storage fee of \$0.10 per gallon per eleven (11) months contracted (July 1 – May 31at) for the amount of remaining contracted gallons. Reasonable liquidated damage fees will be equal to the difference between the contracted capped price chosen on page 3 of the Guaranteed Price Protection Contract and Putnam Fuel Co., Inc.'s daily cash price on the day cancelled multiplied by remaining contracted gallons. If Putnam Fuel Co., Inc.'s daily cash price is greater then the contracted price. If Putnam Fuel Co., Inc.'s daily cash price is greater then the contracted price **Seller** shall only be entitled to storage fees and not be entitled to reasonable liquidated damages from **Customer**. **Customer** will be responsible in full for payment of the non-refundable fee for gallons remaining undeliverable during the contracted period based on requested gallons contracted.
16. If the **Customer** should transfer home ownership during contracted period **Customer's** Guaranteed price Protection Budget Contract is transferable. It is **Customer's** responsibility to contact **Putnam Fuel Co., Inc.** for appropriate transfer paperwork. If transfer is not made or accepted under **Seller's** terms and conditions then the **Seller** shall consider this contract as cancelled and **Customer** shall pay **Seller** cancellation fees as in #14 or #15 above based on plan chosen on page 3 of the guaranteed price protection Budget contract.
17. **Seller** shall deduct fees, penalties and/or liquidated damages from any remaining credits on the account and **Customer** will be responsible for payments due on any amount not deducted from credit balances.
18. Any purchase of goods or services other than home heating oil (or as in #20 below) that appears on the **Customer's** account must be paid separately and will be so indicated on the statement of account the **Customer** receives.
19. 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.
20. If you receive Temperature depressant (additive), it will be deducted from the Guaranteed Price Protection Budget Contract money.
21. It is the **Customer's** responsibility to call the office immediately for all account changes and follow it up in writing.
22. 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.
23. 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.