

GUARANTEED PRICE PROTECTION 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 Contracts, hereafter the “**Customer**”.

In consideration of mutual undertakings, Seller and Customer enter into a *Guaranteed Price Protection 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** gallons requested (no less than 400 gallons) to be paid for when allocated at the then Guaranteed Price Protection Contract price marked on page 3. Prepaid amounts will not bear interest.
2. The **Seller** shall secure contracted gallons through supplier agreements and futures contracts in accordance with RSA 339:79.
3. The gallons of home heating 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 Guaranteed Price Protection 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 *Guaranteed Price Protection Contract* pricing selected on page 3, will **start on September 1 and run until April 30th.** Any **Customer**, who has a credit balance as of May 1st will have the credit applied to their account for future oil or service purchases.
8. The **Customer** agrees to pay for **all fuel** delivered between **September 1 until April 30th** on Automatic Delivery. Any fuel in excess of the pre-purchased Fixed, Easy Pay, or Capped (downside) protected gallons will be at our regular price on the day of the delivery.
9. If the **Customer** should cancel this contract for any reason or use less than 90% of the gallons requested on page 3 of the Guaranteed Price Protection Contract prior to April 30th 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 eight (8) months contracted (September 1 – April 30th) for the amount of remaining contracted gallons. Reasonable liquidated damage fees will be equal to the difference between the contracted 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 than the contracted price **Seller** shall only be entitled to storage fees and not be entitled to reasonable liquidated damages from **Customer**.
10. If **Customer** should purchase and/or use less than the minimum required purchase amount of 400 gallons prior to April 30th **Customer** shall pay the **Seller** liquidated damages for all remaining contracted gallons as well as a storage fee of \$0.10 per gallon per eight (8) months contracted (September 1 – April 30th) for the amount of remaining contracted gallons. Liquidated damage fees will be figured on remaining contracted gallons multiplied by price chosen on page 3 on the Guaranteed Price Protection Contract.

11. If the **Customer** should breach this contract for any reason including but not limited to, receiving a delivery from another company, or refusing an automatic delivery prior to April 30th the **Seller** shall consider this contract as cancelled and **Customer** shall pay **Seller** reasonable liquidation damage fees as well as storage fees as listed in #9 of this contract. If all the pre-purchased gallons are exhausted the Customer shall pay Seller a penalty fee of \$150.00.
12. If **Customer** should transfer home ownership during contracted period **Customer's** Guaranteed Price Protection Contract may be transferred. 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** reasonable liquidation damage fees as well as storage fees as listed in #9 of this contract.
13. **Seller** shall deduct fees and/or liquidated damages from any remaining credits on the account and **Customer** will be responsible for payments due on any amount owed.
14. Any purchase of goods or services other than home heating oil (or as in #15 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. The Seller 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.
15. If you receive Temperature depressant (additive), please include payment for this item, as it will be deducted from the Guaranteed Price Protection Contract money.
16. **Customer's** choosing the Fixed or Capped (downside) protected options will be enrolled in the Guaranteed Price Protection Contract upon receipt of full payment and a signed contract.
17. If the **Customer** should choose the Capped (downside) Protection option the contract will be based on the gallons requested by the customer and any credits remaining from the total cost will be applied to their account for future oil or service purchases.
18. **Customer's** choosing the Easy Pay or Capped (downside) protected options will be enrolled in the Guaranteed Price Protection Contract upon receipt of the first payment and a signed contract. It is the **Customer's** responsibility to pay these payments. (No statement or invoice will be sent out for any remaining payments due) Capped (downside) non-refundable fees will be deducted with first payment.
19. The **Seller** may terminate the Easy Pay Contract if **Customer** is late or defaults on the terms of the payment contract and **Customer** shall be charged reasonable liquidated damages (as in #9) for all remaining contracted gallons unpaid as well as a storage fee of \$0.10 per gallon per eight (8) months contracted (September 1 – April 30th) on unpaid gallons. (Pre-purchased gallons will be adjusted accordingly) **Customer** will be responsible for all Capped (downside) fees on all gallons requested on Guaranteed Price Protection Contract and **Customer** will not be refunded for unpaid gallons.
20. It is the **Customer's** responsibility to call the office immediately for all account changes and follow it up in writing.
21. 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.
22. The **Customer** will be responsible for any new state or federal taxed, 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**.
23. 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.