



Westminster, VT
802-722-3331
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PRE-BUY CONTRACT 2018-2019

Complete, sign, and return contract with payment

Account# _____
Name: _____ Phone #1: _____
Address: _____ Phone #2: _____
City: _____ E-MAIL: _____
Delivery Address: _____

The **Buyer** agrees to accept and pay for the fuel as specified, in accordance with the Terms and Conditions hereinafter provided (reverse side).

2018-2019 Price: **\$2.699** x Amount of Gallons: _____ = \$ _____
VT Fuel tax 3 ¢ per gallon: \$ _____
Service Plan: \$ _____
Previous Credit: \$ _____
Amount Due: \$ _____

Received Check # _____ Cash _____ Received by _____

Pre-buy customers will be on a Degree Day automatic delivery schedule. Your account **will remain** on automatic delivery unless we hear from you. The 2018-2019 Pre-buy heating oil is available for delivery September 1, 2018 until April 30, 2019.

If contracted Pre-buy gallons are used up, the account **will return** to the **daily cash price** and automatic delivery **will continue**. Payment is due within 10 days for any delivery that exceeds contracted gallons. At the end of the contract, any credit balance will remain on your account, as we do not return or refund contracted monies. The credited gallons will be delivered at the 2019-2020 Pre-buy price, or the cash price on the day of delivery (whichever is greater).

This contract does not take effect until any and all previous contracts have been completed.

Service work of any kind, or deliveries of product other than heating oil, will **not** be deducted from a credit balance as these services need to be paid for separately.

Customer Signature: _____ Date _____

Allen Brothers Oil Representative: _____ Date _____

PLEASE **READ** AND **SIGN** REVERSE SIDE BEFORE SENDING IN WITH **PAYMENT**.

We will hold signed copy in office, available upon request.

TERMS & CONDITIONS

PRE-BUY CONTRACT 2018-2019

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 without consent of the Seller in writing.

- 1) **ALLEN BROTHERS OIL** will deliver the contracted gallons of home heating oil at the **FIXED AGREED PRICE**. 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 priced at **ALLEN BROTHERS OIL** current cash price. Payment due within 10 days for any gallons delivered over and above the original contracted gallons.
- 2) **BUYER** may not withdraw from this contract until **BUYER** has accepted all contracted gallons, 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.
- 3) 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.
- 4) 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**.
- 5) All taxes and governmental charges imposed 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 in **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 THEIR OWN INCLUDING BUT NOT LIMITED TO ACTS OF GOD. ALLEN BROTHERS OIL ALSO RESERVES THE RIGHT TO DENY DELIVERY DUE TO POTENTIALLY PUTTING OUR DRIVER IN DANGER! (BAD DRIVEWAYS, ICY DRIVEWAYS, ETC.)** **ALLEN BROTHERS OIL** shall have the right to postpone or cancel delivery without liability. Should any of the above events occur, the **BUYER** will be notified as soon as possible and made aware of available options.
- 8) I ACCEPT ALL TERMS AND CONDITIONS

Buyer _____ Seller _____ Date _____