

2010-2011 Heating Season Fuel Contract

The Sandri Companies
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Last Name:		First Name:		Sandri Account #:		<input type="checkbox"/> #2 Fuel Oil <input type="checkbox"/> Kerosene <input type="checkbox"/> Bioheat	
Mailing Address (Street)			(City)		(State)		(Zip)
Delivery Address (Street)			(City)		(State)		(Zip)
Home Phone:		Work Phone:		Cell Phone:		Email:	
I Use An Alternate Heat Source: <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, what type? <input type="checkbox"/> Pellet Stove <input type="checkbox"/> Wood Stove <input type="checkbox"/> Solar Panel						Send My Invoices & Statements Via Email: <input type="checkbox"/> YES <input type="checkbox"/> NO	
By entering into the program and signing this contract I agree to purchase and reserve # _____ gallons of heating fuel that is to be delivered during the contract period.							

~ See reverse side for contract terms. Please sign and complete payment information & return white copy of your contract to our office. ~

Current Plan Price	\$	per Gallon
Current Price For Seniors (age 62+)	\$	per Gallon
X	# _____	Gallons
= Sub Total	\$	
Current Acct Balance	+/-	\$
= Amount Due For Gallons	\$	
<input type="checkbox"/> Optional Downside Protection (non-refundable)	+ _____¢ per gal fee =	\$
= Total Due	\$	
Customer Signature	By signing this contract I agree that I have read and understand the terms on the reverse side.	
X	Date:	

2010-2011 Prepay Program Options	
<input type="checkbox"/> Option 1-Prepay Plan	
<ul style="list-style-type: none"> • Price you pay for fuel is fixed until 6/15/11 or all contract gallons are used—whichever happens first. • If market price goes up, your fixed price remains the same. If market price goes down, your fixed price remains the same. • You pre-pay the total amount of your fixed price plan. 	
<input type="checkbox"/> Option 2-Prepay Plan with Downside Protection	
<ul style="list-style-type: none"> • You pay a fixed price as described above, but you also get downside price protection. • If the market price goes up, your price remains the same. • If market price is lower when your fuel is delivered, then you are charged lower price for that fuel. • You pre-pay the total amount of your fixed price plan. Your Downside Protection is also paid in advance as a one time <i>non-refundable</i> fee determined by market conditions at the time. 	

Payment Info	<input type="checkbox"/> Cash (In person only)		<input type="checkbox"/> Check # _____	
	<input type="checkbox"/> Credit Card MC - V - AX -DS	#	Expires:	
Office Use Only	Date Contract Ordered:		CSR Initials:	
	Contract Due Back By:		Mailed: AM / PM	
	Date Completed Contract Rec'd:		CSR Initials:	
Notes:				

CONTRACT TERMS of the AGREEMENT- Apply To All Programs

500 gallon minimum purchase is required unless otherwise specified by Sandri personnel.

Customer accounts shall have a credit balance or no money due at time of enrollment.

PRODUCT QUANTITIES AVAILABLE AT THE PRICE LEVEL OFFERED ARE LIMITED. FUTURE OFFERINGS MAY HAVE HIGHER OR LOWER PRICES, SUBJECT TO CHANGE WITHOUT NOTICE. FOR THOSE WHO CHOOSE TO COMMIT TO THIS SUPPLY CONTRACT, THE AGREED UPON FIXED PRICE WILL BE SECURE AND WILL NOT CHANGE REGARDLESS OF FUTURE MARKET CONDITIONS OR SUBSEQUENT OFFERS.

Fixed price protection ends June 15, 2011. It will end sooner if all contracted gallons are delivered, or if both parties agree to replace this contract with a new one. The fixed price is not secure unless the company has received both a signed agreement and a full payment for the total due or first budget payment.

All contracted gallons will be delivered to the address specified on this agreement, unless otherwise approved by our office. It is expected that delivery will be on Sandri's "automatic" degree day delivery schedule and that Sandri remains the sole fuel supplier while the contract is in effect. **These automatic, fill-the-tank deliveries will continue even after all reserved gallons have been used—subject to credit limits—and the gallons delivered in excess of this agreement will be at the daily posted price in effect on the day of delivery.**

Minimum delivery size is 150 gallons, regardless of the number of contracted gallons remaining on the customer's account; a service charge of \$75.00 will apply to unplanned deliveries requested by the customer that do not meet minimum delivery requirements. Use of an alternate heat source can affect our system's ability to accurately predict an "automatic" degree day delivery schedule; therefore, it is recommended that these customers discuss delivery options with us upon enrollment. Customers that schedule their own deliveries on a "Will Call" basis must give at least 48 hours advance notice and take a minimum of 150 gallons per delivery or pay additional special service charges that apply to unplanned or emergency deliveries.

Sandri keeps one account per customer; therefore, it will appear that other purchases (equipment purchases, repairs, service work, etc.) posted to your account during this agreement are deducting from your pre-pay account balance. However these other charges are not a part of this agreement, and may not be paid from your payment for purchase of heating fuel. Any amount not paid within defined credit terms will be charged a finance charge of 1½ % per month (periodic rate) which is an annual percentage of 18%. Customer further agrees to reimburse A.R. Sandri Inc. and Affiliates for all collection expenses including reasonable attorney fees incurred in connection with the collection of any delinquent amount.

If you do not use the contracted gallons during the contract period, you may apply the remaining funds to next year's plan at next year's price per gallon, or daily priced deliveries of heating fuel, once those funds are available after the program ends on June 15, 2011. We protect this program by purchasing Futures contracts, or other similar commitments, to secure the fuel oil we have agreed to deliver. **If you terminate or cancel this agreement prior to June 15, 2011, you will be responsible for any damages incurred by Sandri as a result of such cancellation.**

Force Majeure: The Sandri Companies shall not be obligated to perform under this agreement if prevented from doing so by any local, state, or federal regulations governing any energy crisis, or other events beyond our control, which may interrupt, limit, or halt the supply of heating oil. Should events or regulations effectively cause Sandri to terminate this agreement; the credit balance will be promptly refunded.