

**Fixed Price Contract**

**Program Period July 1, 2014 ~ June 30, 2015**

Date of Agreement: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account Balance: 0.00

Payment Plan: \_\_\_\_\_

One Payment with 4 cent cash or check discount

Price Per Gallon: \_\_\_\_\_

\$3.349

Gallons: 500

Total: \$1674.50

Payment Schedule: \_\_\_\_\_

\$1674.50

1st payment due 06/15/2014 (less any credits)

2nd payment due 07/15/2014

3rd payment due 08/15/2014

\*\*\*Budget accounts only please see page 3 for payment schedule.\*\*\*

**Terms and Conditions:**

- 1) Program period is July 1, 2014 through June 30, 2015. Balances on accounts must be current to qualify for plan.
- 2) Customer agrees that Dime Oil Co LLC will be the sole supplier of heating oil during the entire program period and the account must be on automatic fuel delivery schedule. I further understand that I am under obligation to take delivery of a minimum of 475 gallons of my contract by June 30, 2015 to avoid potential liquidated damages and associated administrative fees as outlined in paragraph 7 below.
- 3) Once contract gallons have been depleted all following deliveries will be billed at the current daily price, unless we receive a written request to terminate automatic delivery. To remain on auto delivery once pre-buy credits have been depleted, a deposit or credit card will need to be placed on file. Requests to terminate auto delivery must be sent US mail, e-mailed to our office at linda@dimeoil.com, or faxed (203)754-0790.
- 4) Fixed Price contracts are covered 100% with NYMEX futures contracts as per State Statutes.
- 5) Contract Balances and Remaining Gallons after the Program Period has ended:
  - a) If you over estimate your consumption and still have gallons remaining after June 30, 2015, we will either credit the dollar amount on your account towards a Pre-Buy Purchase next year, or a future delivery. If you would like to receive a refund, they will be issued at your request only after June 30, 2015. Checks will be issued within 30 days of your request.
  - b) Delivery of the contract gallon balance must be a minimum of 100 gallons. Therefore, the gallon balance required to meet this minimum will be charged to your account at the current rate per gallon at time of delivery. Ex: 60 gallons billed at your Prebuy rate and 40 gallons billed at our current daily price. Total delivered 100. If we schedule you for an automatic delivery and the gallons delivered meets or exceeds the balance of your contract, but is less than the 100 gallons we will waive this requirement.
- 6) Any call in deliveries outside of our automatic schedule will be subject to a \$50.00 delivery charge if your tank does not accept a minimum of 100 gallons. In addition to the \$50.00 delivery charge, your account can also be subject to an emergency delivery fee of \$65.00 for out of oil orders requested outside of our normal business hours that do not accept a minimum of 185 gallons. Total charge would equal \$115.00 plus cost of product per occurrence.
- 7) Dime Oil Co LLC, pursuant to Connecticut law, has sustained the cost of securing NYMEX futures contracts in order to make this offer to you the customer. If you the customer breaches this contract prior to any deliveries being made, or during the term of the contract, then the Customer agrees to liquidate Dime Oil Co LLC 's damages for the costs of securing the heating oil for the Customer and the associated administrative fees. The customer shall also be subject to liquidated damages and associated administrative fees if the customer fails to take delivery, in accordance with the delivery guidelines of this contract of a minimum of 95% of their contracted gallons. These liquidated damages shall be computed as follows: customer shall use a minimum of 95% of the gallons purchased, liquidation will be assessed on the balance remaining less the 5% waived for usage differences attributable to weather. Liquidation is based on the difference between your contract rate and the average OPIS price published per month plus \$0.50 per gallon over the duration of this contract times the remaining gallons plus a contract administration fee of \$100.00. Liquidation Fee Calculation is based on gallons remaining on contract less 5% gallon credit of: 25 for weather variances= contract balance X average monthly retail rate for 2013-2014: ToBeDetermined = Liquidation fee. Plus Contract Administration Fee of \$100.00 This fee shall remain a flat amount regardless of how many gallons are delivered against the contract.

Customer Acknowledgement of Page 1 of 2 (or page 1 of 3 for budget contracts ONLY)

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGN PG  
2 ALSO!**



**Fixed Price Contract**

**Program Period July 1, 2014 ~ June 30, 2015**

Date of Agreement: \_\_\_\_\_  
 Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Account Balance: 0.00  
 Payment Plan: One Payment with 4 cent cash or check discount  
 Price Per Gallon: \$3.349 Gallons: 500 Total: \$1674.50

**DRAFT**

**Terms and Conditions Continued from page 1**

- 7) Continued: If at least 95% of the gallons are delivered during the contract period, no liquidation or administration fees shall be assessed against the customer.
- 8) Limited Liability: We are not liable for any loss, damage, or expense to the customer including any general, special, incidental, or consequential damages you sustain and including any loss, damage or expense, even if due to the active or passive, sole, joint or several negligence of us and/or our agents, employees, suppliers, including without limitation, loss, damage or expense or inability to negotiate driveway with like type vehicles.
- 9) Service contracts and oil burner services are not included in this agreement.
- 10) We reserve the right to assess a finance charge computed by a periodic rate of 1.5% per month which is an annual percentage rate of 18% on amounts past due 30 days or more and to add all collection & attorneys fees.
- 11) Force Majeure: Dime Oil Co LLC shall not be responsible for damages caused by delay or failure to perform when such is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, any allocation or rationing pursuant to governmental direction or other causes beyond our control.
- 12) Dime Oil Co LLC reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion, is deemed unsafe by an employee of Dime Oil Co LLC. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.
- 13) Access to fill pipe must be kept clear at all times. Driveway must be clear of snow and ice. Dime Oil Co LLC reserves the right to refuse delivery to any tank and/ or location, which, in its sole discretion is deemed unsafe for our trucks and or employees. Deliveries will resume once condition has been rectified. Our company will not be liable for run outs due to lack of fuel if it is because we could not gain access to the fill due to safety and/or an obstruction prohibiting our access.
- 14) All Budget accounts must start their payment schedule by 06/15/2014 and end seven months later 12/15/2014. Any customer who signs a contract after 06/15/14 will be required to include any missed scheduled payments in their initial budget payment.
- 15) In reference to any multi-payment plan accounts: Payment schedule must be adhered to regardless of account balance. Accounts will be required to maintain a credit balance to be eligible for delivery. Your account may need to have a security deposit placed on it during the contract year if your balance exceeds your estimated delivery requirements. The whole deposit or a portion there of will be refunded once payments satisfy debt owed on account. Deposit will not be refunded if balance still remains on account after all monthly payments have been received.
- 16) Any alterations to the contract must be initialed by both the customer and Dime Oil Company LLC.
- 17) Accounts will be assessed a \$10.00 late fee for payments not received by their due date.
- 18) By signing this agreement you acknowledge you have read all applicable pages of your contract and understand these terms and conditions. You also acknowledge that you agree to pay the fixed price even if the market price should fall below the guaranteed fixed price per gallon. This contract must be received with payment by June 15, 2014 or it will become void.

**Customer Acceptance Page 2 of 2 (or page 2 of 3 for Budget Accounts ONLY)**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dime Oil Company: \_\_\_\_\_ Date: \_\_\_\_\_