

**MAUGER, AABBOTS & PLOTTS' ENERGY
HOME HEATING OIL AGREEMENT**

2017 OFFER

BASIC TERMS AND CONDITIONS (additional terms and conditions are contained on the reverse side of this contract)

- **AGREEMENT:** You agree that heating oil will be delivered to the address below by an authorized Mauger & Company oil truck only during the Contract Plan Period. **Once signed, this is a binding contract and includes the terms and conditions on the reverse side of this Contract.**
- **AUTOMATIC DELIVERY:** All budget or prepay customers must be automatic delivery customers. All automatic delivery customers must call to schedule their first two deliveries.
- **PRE-PAY PLAN:** All deliveries will be charged against your contract gallons. Gallons used for the Plan Contract Period that exceed your original price-protected gallons are charged at the current market rate at time of delivery. Any credits for unused gallons will be used for any other charges against your account, including future plans. **Plan gallons are not refundable.**
- **PRE-PAY MINIMUM DELIVERY:** 150 Gallons, regardless of remaining plan gallons.
- **SALES TAX:** PA sales tax will be charged where applicable.
- **Early Termination Fee:** Early Termination fee of \$500 should you wish to terminate your Option 1 agreement within the first 12 months from the date of inception.
- **BUDGET PLAN PAYMENTS:** Due by the 1st of each month. Prompt, on-time payments will keep your account from being placed on "delivery hold" and your Plan may be subject to termination (see Section 14 on the reverse side of this Contract).
- **ABOVE GROUND OUTSIDE TANKS:** Please add \$13.00 per delivery for SOS, a special additive formula designed to help eliminate moisture/condensation and is an oil anti-gel.
- **UNUSED PLAN DOLLARS:** Unused Pre-Pay Plan dollars may be rolled into the next year's plan, if offered, at the following year's price per gallon, or used towards other charges against you account. (see Section 5 on the reverse side of this Contract).

VARIABLE BUDGET PLAN (Subject to Credit Approval) (400 GALLONS MINIMUM)

This program offers upside & downside protection. Your price per gallon will never exceed the Ceiling Price. If the Variable market pricing decreases at any time, so does your cost(s). Budget pricing will be reviewed periodically and adjusted based on the variable market price.

Option 1 - (CAP) Variable Price Protection Included for *FREE*: This Plan option consists of continuous monthly payments,

Starting Date: ____/____/____ Ceiling Price: \$ _____

Budget plan payments are due by the first (1st) day of each month. If our Variable market rate is lower than your ceiling price at the time of delivery, you will receive a credit for the difference between the ceiling price and the Variable market rate.

Variable price protection fees FREE. This Plan option is subject to credit approval.

(Budget Calculated Price) \$ _____ per gallon X _____ Plan Gallons = \$ _____ + Service Contract Cost = \$ _____

____ Include Service Contract Subtotal = \$ _____ ÷ 12 months = **TOTAL MONTHLY BUDGET: \$ _____**

*** Budget contracts renew automatically***

****At the end of the first rolling 6 months from the date of inception, your budget payments will be reviewed and adjusted based on consumption and variable price at day of delivery.**

***** Ceiling price will be reviewed and adjusted every 12 months *****

*****YOU WILL REMAIN ON A BUDGET PLAN and AUTOMATIC DELIVERY UNTIL YOU NOTIFY MAUGER / AABBOTS / PLOTTS IN WRITING TO CANCEL***** Initials: _____ date: _____

PREPAY PLANS (400 GALLONS MINIMUM) – LIMITED TIME OFFER

Option 2 – (CAP) Downward Price Protection: This Plan option consists of one (1) lump sum payment for all of the Plan Gallons. If our current market rate is lower than your contract price at the time of delivery for any of the Plan Gallons, you will receive a credit for the difference between the contract price and the current market rate. **Downward price protection fee is included in the price per gallon.**

\$ _____ per gallon X _____ Plan Gallons = \$ _____ + Service Contract Cost = \$ _____

____ Include Service Contract **TOTAL COST DUE WITH CONTRACT: \$ _____**

Option 3 – (FIXED) No Downward Price Protection: This Plan option consists of one (1) lump sum payment for all of the Plan Gallons. **You understand that by choosing this Plan option you will NOT receive a credit for any decrease between your contract price and our current market rate. No Gallon Limit. Plan gallons must be used in one year from date of contract.**

\$ _____ per gallon X _____ Plan Gallons = \$ _____ + Service Contract Cost = \$ _____

____ Include Service Contract **TOTAL COST DUE WITH CONTRACT: \$ _____**

*****YOU WILL REMAIN ON AUTOMATIC DELIVERY UNTIL YOU NOTIFY MAUGER / AABBOTS / PLOTTS IN WRITING TO CANCEL*****(see Section 5 on reverse side of this contract for Unused Plan Balances)

Initials: _____ date: _____

Customer Name _____

Method of payment Cash Check Credit Card

Billing Address _____

Credit Card # _____

Address Line 2 _____

Exp. Date _____

City _____

E-mail _____

State _____ Zip _____ Acct # _____

Charge credit card for all budget payments Yes No

Phone (Home) _____

Authorized Signature _____

Phone (Work) _____

Total Amount Enclosed (see plan option above) \$ _____

Delivery Address (if different from above) _____

THE TERMS ON THE BACK SIDE OF THIS CONTRACT ARE PART OF THIS CONTRACT. YOUR SIGNATURE INDICATES THAT YOU HAVE READ, AGREE TO AND ACCEPT ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDES OF THIS CONTRACT, IF YOU HAVE SELECTED A BUDGET PLAN, YOU HEREBY AUTHORIZE US AND OUR AUTHORIZED AGENTS TO OBTAIN YOUR CREDIT REPORTS FROM ANY CREDIT OR CONSUMER REPORTING AGENCY CHOSEN BY US FOR THE PURPOSE OF DETERMINING YOUR CREDIT WORTHINESS.

Signature _____ Date _____ SS# _____

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGNED THIS CONTRACT. SEE NOTICE OF CANCELLATION FORM ON OUR WEBSITE FOR AN EXPLANATION OF THIS RIGHT.

HEATING OIL AGREEMENT – Additional Terms and Conditions

The following terms are part of this Agreement:

- 1. Defined Words.** The words *we, us, our, ours, MAUGER, AABBOTS AND PLOTTS* and *Seller* refer to Mauger Energy. The words *you, your, yours* and *Buyer* refer to the person listed as the Customer on the front page of this Agreement. The word *premise* refers to the Delivery Address you indicated on the front page of this Agreement. The word *Plans* refers to the Budget and Prepay Plan options on the front page of this Agreement. The word *Plan* refers to the Budget or Prepay Plan option that you selected on the front page of this Agreement. The words *Contract* and *Agreement* refer to this Heating Oil Protection Contract, which includes both the front and back sides of this paper.
- 2. Plan Contract Period; Plan Gallons: Variable Budget Plan** - The Plan Contract Period is ongoing from the date on inception. **Pre-Pay** – The plan contract period is 12 months from the date of inception. The Plan Gallons are specified on the front page of this Agreement at the time you purchase your Plan.
- 3. Automatic Delivery; Eligibility.** We will automatically deliver your fuel to your premises based on degree day projections. Only automatic delivery customers are eligible to participate in Plans. Termination of automatic delivery may result in a Seller's termination of your Plan and possible Early Termination Fees (see Section 15 below). To enhance degree-day projection accuracy, you agree that Seller will be the sole supplier of heating oil to the premises. While we will make every effort to keep you supplied with heating oil, we will not be liable for any damages or loss if your actual usage exceeds reasonable estimates based on your prior history or information you provided to us. To the extent that you use alternative heat sources, such as wood, pellets, electricity, etc., we cannot be responsible if you run out of our heating oil as a result of changes in your use of alternative heat sources. We will not honor top-off requests.
- 4. Automatic Delivery after Pre-Pay Plan Expires is Exhausted or Terminated.** Once the Plan Contract Period expires, all of your Plan Gallons are delivered, or if your Plan is terminated, whichever is earlier, we will continue to make automatic deliveries at your premises at our current rates, unless you request otherwise in writing.
- 5. Unused Plan Balance.** Any balance remaining on your account at the end of the Plan Contract Period will convert to a credit to your account. The credit may be used for any other charges against your account, including future Plans. **NO REFUNDS FOR UNUSED GALLONS.**
- 6. Budget Plan Payments.** If you have selected the Variable Budget Plan option, you must remain current with your Budget Plan at all times. If your Plan payment is not received by the first (1st) day of each month during the Plan Contract Period, delivery of fuel will cease until your account is brought current. In addition, if your account is overdue, your Plan is subject to termination, an Early Termination Fee (see Section 15 below) and other fees and charges.
- 7. Will Call Delivery.** Will call customers are not eligible to participate in Plans and will be billed at our current rates. If you cancel automatic delivery, your Plan will be terminated, which may subject you to Early Termination Fees (see Section 15 below). We generally need at least 48 hours notice for will call deliveries. Minimum delivery requirements may apply. We will not honor top-off requests.
- 8. Disclaimer of Liability for Equipment and Environmental Damages.** Seller is not responsible for (a) the condition, maintenance, repair or replacement of your fuel tank, fuel lines or piping, (b) installation, removal, cleanup, remediation or other costs of compliance with any applicable environmental or other law, rule or regulation. SELLER WILL NOT BE LIABLE FOR ANY BODILY INJURY, PROPERTY DAMAGE OR DECREASE IN PROPERTY VALUE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY PETROLEUM SUBSTANCES OR DERIVATIVES (INCLUDING, BUT NOT LIMITED TO, HEATING OIL) INTO OR UPON YOUR PREMISES, ANY SURROUNDING PROPERTY, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER UNLESS CAUSED BY OUR GROSS NEGLIGENCE.
- 9. Conditions of Delivery.** You agree to provide us with safe access to your fuel tank at all times. We will not be liable for any damage or loss if we cannot deliver your fuel because (a) we cannot access your fuel tank, (b) a dangerous or unsanitary condition exists in or around the premises, which may include a wild, unruly or menacing domestic animal or (c) we are prevented by circumstances beyond our control, such as for example, act of terrorism, war, riot, blockade, embargo, strike, lockout, fire, explosion, flood, extreme adverse weather, accident, shortage of fuel, labor, transport or electricity, act of any governmental authority, the inability of our hedging counterparty under our hedging instruments to fulfill its obligations pursuant to the instrument's terms, etc.
- 10. Late Fees.** We will charge a late fee of 1.5% per month (an ANNUAL PERCENTAGE RATE OF 18%) or the highest rate allowed by law, whichever is less, on any amount due under this Agreement and not paid within 30 days of the due date.
- 11. Collection Costs.** If we hire an attorney or collection agency to collect your outstanding balance, you agree to pay, in addition to your balance, all costs of collection as permitted by law, including, without limitation, reasonable attorney's fees, agency fees and court costs. We may accept late payments, partial payments and payments marked "payment in full" without losing any of our rights under this Agreement or at law. We may also delay enforcing our rights under this Agreement without losing or impairing any of our rights.
- 12. Limited Liability.** We will not be responsible for loss due to or resulting from changes in fuel consumption; your failure to schedule maintenance; theft; acts of God; terrorism; wars; strikes; riots; material or labor shortages; fire; flood; snow; hurricane; power interruption or loss; accidents; governmental acts; abuse or misuse of equipment; spontaneous part failure; insufficient water; frozen, gelled or leaking fuel lines; or any other conditions beyond our reasonable control, including a vacant unattended or unoccupied premises. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL HAVE NO LIABILITY FOR THIRD PARTY CLAIMS AGAINST YOU, OR DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. We cannot be held responsible for delays in providing fuel or service caused by circumstances beyond our control. Any and all suits and actions, whether based in contract, tort or otherwise, whether for personal injury or property damage, arising out of or in any way related to this Agreement, must be commenced within one year of the cause of action or shall be barred. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU OR OTHERS UNDER THIS AGREEMENT OR OTHERWISE EXCEEDS \$1,000.00 OR THE COST OF REPLACEMENT OR REPAIR OF PRODUCT, WHICHEVER IS LESS.
- 13. Subrogation Waived.** Both Buyer and Seller mutually waive any and all rights of subrogation and recovery, against each other, including our officers, directors, shareholders, agents, servants, contractors and employees, arising out of or in any way related to this Agreement, the delivery of heating fuel or any service or repair at your premises to the extent that such loss or damage is covered by proceeds received from casualty, homeowner's or other insurance carried by the other party. No third party, including, but not limited to, any insurance carrier, shall have any right of recovery (whether based in tort, contract or otherwise) by way of subrogation, assignment or otherwise under this Agreement.
- 14. Termination.** You can terminate this Agreement by a written notice to us which will be effective on the next business day after we receive it at our office. You will be responsible for paying your account balance and for any products provided to you prior to the effective termination date. If you have an active Plan, you may incur an Early Termination Fee for terminating this Agreement (see Section 15 below). If your account is not current, we may suspend product and service deliveries or terminate this Agreement and any active Plans at our sole and absolute discretion without notice or further responsibility to you.
- 15. Early Termination Fee.** If your account with us or your Plan is terminated for any reason prior to the end of the Plan Contract Period, you agree to pay us an "Early Termination Fee" (see front page) as liquidated damages in addition to your account balance for products provided to you prior to the effective termination date. You acknowledge and agree that it would be difficult to determine our actual damages as a result of your early termination of the Plan and that the Early Termination Fee is a fair and reasonable estimate of our actual damages.
- 16. Assignment.** You may not assign this Agreement or any rights or duties under this Agreement without our prior written consent.
- 17. Amendments.** This Agreement cannot be changed orally. Any changes must be made in writing signed by both us and you.
- 18. Governing Law; Entire Agreement.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement constitutes the entire agreement between us and you.
- 19. Severability.** If a court or regulatory agency of competent jurisdiction holds any provision of this Agreement to be invalid, void or unenforceable in a particular circumstance, the remaining provisions will continue in full force and effect and the severed provision will remain in effect in other circumstances.