

PRICE PROTECTION PLAN CONTRACT
2010-2011

This contract is for the fixed plan price that would lock the customer in at the guaranteed price from October 1st. through May 31st. regardless of the current retail price at the time of delivery during that time period. This is a legally binding Contract. Please read the following terms very carefully. By signing this Contract you are obligating yourself to meet all the terms and conditions of this contract.

Any customer wishing to cancel this agreement may do so within 72 hours of signing this contract and the amount will be refunded within 10 days. A \$15.00 bookkeeping charge will be deducted from the refund.

TERMS OF THIS CONTRACT

1. At the Buyers/Customers request, Victory Fuel, Inc. will lock in _____gallons of home heating oil at the Price Protection Plan amount of \$_____per gallon.
2. Minimum purchase is 500 gallons. Payment of your total purchase is due at the time of signing this Contract. This is necessary because I am also locked into a contract with my suppliers.
3. Price Protection Plan Customers must have their deliveries made solely by Victory Fuel, Inc. until their contract gallons are used up.
4. You must use all your contract gallons at the Price Protection Plan Price between October1st and May 31st. Victory Fuel, Inc. may charge customer a storage fee of \$0.10 per gallon each month for each gallon not used within the contract dates. Please order carefully. There will be no refunds.
5. **New Automatic Customers: you will need to call for your first two deliveries to establish an accurate delivery schedule of your home heating use. It is your responsibility to call if you wish to cancel your automatic deliveries after the Price Protection Plan is over.**
6. This agreement is conditional upon and subject to any acts, executive order or other rules and regulations of the local, state or federal government. Both parties recognize that due to past energy crisis, rules and regulations are frequently changed and may cause all or portions of this agreement to be amended or eliminated. This agreement is also subject to any natural phenomena, acts of terrorism, disasters or other acts of God which may interrupt, limit or halt the supply of heating oil temporarily or permanently. Should any of these events occur, the Customer will be notified as to what their options shall be.
7. In the event of any heating oil tax or environmental fee enacted by State, County or Town agencies, the remaining gallons would be subject to the new tax.
8. If not on automatic delivery, the minimum delivery would be 150 gallons.

NAME
ACCOUNT#
PAGE#

Gallons purchased Price Per Gallon Total

Credit on Account Total Amount Due Amount Paid

FILL OUT THIS SECTION ONLY IF BUYING DOWNSIDE PROTECTION
PRICE PROTECTION PLAN WITH DOWNSIDE PROTECTION

This contract is for the ceiling price indicated below which would lock the Customer in at that guaranteed price for the duration of this contract regardless of the current retail price at the time of delivery. If Victory Fuel's retail price of home heating oil drops below the agreed upon price, the Customer's delivery will be made at the lower price and deducted from their credit balance.

_____ x _____ = _____
Gallons Purchased Price Per Gallon Total

_____ x _____ = _____
Gallons Purchased Downside Insurance Total For Downside Protection

_____ - _____ = _____
Credit on Account Total Amount Due Amount Paid

I UNDERSTAND DOWNSIDE PROTECTION IS NON-REFUNDABLE. INITIAL HERE _____

CONTRACT IS NULL AND VOID IF NOT SIGNED, PAID AND RECEIVED IN OFFICE 10 DAYS FROM CONFIRMATION DATE.

ALL PAST BALANCES MUST BE PAID IN FULL BEFORE OCTOBER 1ST. BALANCES NOT PAID WILL COME OUT OF YOUR PREBOUGHT CREDIT.

AUTOMATIC DELIVERY _____ YES _____ NO

MASTERCARD/VISA# _____ EXP. _____ CHECK# _____

NAME _____

DELIVERY ADDRESS _____

TELEPHONE NUMBER _____

IF YOU HAVE READ THIS CONTRACT, AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS, PLEASE SIGN BELOW. If you plan on moving or selling your home, we do not recommend that you sign up for this program.

Customer/Buyer Signature

Date

CONFIRMATION DATE _____