

THOMPSON'S OIL & PROPANE
2009-2010 SEASON

Account # _____
Customer Name: _____
Mailing Address: _____
Location: _____

Date: _____
Telephone: _____
Tank # _____

PREBUY AGREEMENT

I understand:

- 1) I must be a customer in good standing with no outstanding balances owed to Thompson's Oil & Propane.
- 2) I agree to become an **automatic delivery** customer and remain one for the entire heating season.
- 3) Thompson's Oil & Propane must be **notified in writing** if at any time during this heating season I want to be taken off automatic delivery, **all will-call policies apply**.
- 4) If a customer owes money to Company for any services or goods other than heating oil subject to this agreement, Company may, at its option, for any invoices in arrears in excess of 30 days, apply funds held on deposit to the outstanding invoice(s).
- 5) Customer shall provide access to the fill pipe, including snow and ice removal to allow delivery.
- 6) I have purchased the product and **I assume the risk** if the retail price is below the prebuy price.
- 7) All gallons delivered on or after July 1st, 2009 for the address and tank above will be applied to this agreement.
- 8) The minimum purchase is 50% of estimated annual usage.
- 9) This agreement and its price ceases on April 16th, 2010, or when the agreement gallons are depleted, whichever comes first. Any remaining gallons will be converted to a dollar credit to be used to purchase product at the cash price or refunded by May 16th, 2010 upon customer request.
- 10) Upon signing this agreement I understand I am taking the risk of buying the product. I shall take delivery of the product exclusively from Thompson's Oil & Propane to the location listed above. If I breach this agreement, do not take delivery of at least 90%, or purchase product from another company, I may be assessed a penalty of up to the difference between the contract price and the lowest cash price of this contract period, and it will cancel this agreement.
- 11) If any new taxes not in effect as of the date of this agreement are imposed on the product purchased, Customer shall be responsible for all such taxes.
- 12) Extra charges will apply if a Customer requests a delivery of less than 100 gallons or tank will not hold 100 gallons.
- 13) Thompson's Oil & Propane shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation, Act of God, or any other cause beyond Thompson's Oil & Propane's control, whether or not similar to the causes enumerated herein. Thompson's Oil & Propane may apportion its available supply among its customers in such manner as it may determine.
- 14) Performance of this contract will be secured by one of the options set forth under Maine Law, 10 M.R.S.A. § 1110(2).
- 15) This is a legally binding contract. Please read carefully before signing below. This agreement is not binding until it is signed by both parties.
- 16) I do ___ I do not _____ choose to purchase Downside protection Insurance for the price of .20¢ per gallon.

This agreement is for (please check one):

#2 Fuel Oil Mixed K-1 LP Gas

Gallons to be purchased: _____ Price Per Gallon: _____ Payment Type: _____

Total dollar amount of pre-paid (including sales tax if applicable):\$ _____

Customer Signature: _____ **TO&P Signature:** _____