

Crowley Fuel Co. Prepaid Plus Price Contract 2011 - 2012

Name:

Account:

Date:

Due to the volatility of the markets this contract must be signed and paid for before June 15, 2011. Previous balance must also be paid in full.

This contract is valid from June 1, 2011 through May 31, 2012.

Conditions:

1. All gallons must be prepaid at \$3.89 per gallon with an additional, non-refundable Plus Price Fee of \$.30 per gallon. If market prices go below the Plus Price, the lower market price will be charged and the difference will remain on account as a credit.
2. Automatic Delivery - This program requires automatic delivery to a tank and oil line that has been inspected and in compliance with state codes. The automatic delivery policy must be read, agreed to, signed, and returned with this contract.
3. Any gallons delivered in addition to the contracted gallons will be billed at the market price on that day.
4. A credit balance on this account may be refunded or rolled over.
5. The Plus Price of \$3.89 expires on May 31, 2012.
6. This contract is binding and will be enforced. Refunds will be made only for reasons Crowley Fuel Co. deems to be valid. This contract is transferable to a new homeowner at the current address or, to the original owner at a different address within our delivery area.
7. Force Majeure: Crowley Fuel Co. shall not be responsible for the increase in price caused by delay or failure to perform, in whole or part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fire, floods, storms, legal validity, war conditions, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other caused beyond control of Crowley Fuel Co. whether or not similar to those enumerated.

CROWLEY FUEL CO. PREPAID PLUS PRICE CONTRACT 2011-2012 AGREEMENT

I have read the terms of the Crowley Fuel Co. Prepaid Plus Price Contract 2011-2012 program and the attached Crowley Fuel Automatic Delivery Policy. I understand the terms and agree to them.

I am contracting for _____ gallons to be delivered automatically from June 1, 2011 through May 31, 2012.

GALS. RESERVED: _____ gals. of heating oil.
PLUS PRICE FEE: _____ **(I understand that this Fee is non-refundable.)**
ENCLOSE CHECK FOR: _____

Customer Signature

Date

Robert LaFlamme, Crowley Fuel Co., President

Date

Sign Both Copies, return with automatic delivery policy and payment.