**Budget Contract with a Cap**

Customer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CSA Enterprises, LLC d/b/a Garrett Pillsbury agrees to sell and Buyer agrees to purchase all of the #2 Heating Oil needs for the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Product \_\_\_\_\_\_\_\_\_ # of Gallons\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Price Per Gallon \_\_\_\_\_\_\_\_\_\_ Price Cap Fee\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Payments\_\_\_\_\_\_\_\_\_\_\_ Monthly Payment Amount Due\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terms and Conditions

1. Customer agrees that Garrett Pillsbury is the sole supplier of heating oil and to accept deliveries by Automatic Delivery from Garrett Pillsbury at a contracted price stated above (exclusive of tax as required by law) per gallon through May 31, 2015 or until the contracted gallons have been delivered, whichever occurs first. In the event that all plan gallons are consumed prior to May 31st the customer shall purchase all additional gallons from Garrett Pillsbury at the prevailing rate at time of delivery. Customer agrees that his contract begins when both the Customer and Garrett Pillsbury sign the contract.
2. This contract is subject to adherence to the terms and conditions of the Garrett Pillsbury’s credit application. If the specific credit terms of this contract and the credit application are not met, product pricing according to the terms of this contract may be terminated by Garrett Pillsbury in its sole discretion. Price or delivery changes because of non-adherence to the credit terms may be done without further notification to the Customer. Garrett Pillsbury is not responsible for any damages resulting from non-delivery as a result of Customers failure to comply with the terms of this Contract.
3. **Garrett Pillsbury considers a past due balance in excess of** **30 days from date of delivery.**
4. If Garrett Pillsbury hires an attorney or collection agency to collect past due balances, or to enforce this agreement, the Customer agrees to pay attorney fees, collection charges, and all court costs, in addition to monies owed for goods and services previously supplied by Garrett Pillsbury in addition to finance charges and to any damages for the costs and losses incurred by Garrett Pillsbury.
5. The price protection fee is non-refundable.
6. Garrett Pillsbury, pursuant to Maine law, has sustained the cost of securing wholesale heating oil in order to makes this offer to the Customer.
7. At the time of contract expiration, any unused portion of the Customers credit balance may be rolled into next years’ plan or refunded to the Customer at the Customers request.
8. Garrett Pillsbury is not responsible for events beyond its control such as inaccessibility to fill locations, failure to adhere to credit terms, or for Acts of God that prohibit Garrett Pillsbury from fulfilling this contract. Events beyond Garrett Pillsbury’s control may include Acts of God, interruption of wholesale supply to Garrett Pillsbury, failure of common carriers, accidents, fire, terrorism, war, labor unrest, failure of public utilities; events reasonably defined as having the effect of “force majeure” and under any such circumstance, Garrett Pillsbury may cancel this contract.
9. In the event of a breach or attempted cancellation by the Customer of this Contract, Customer agrees to pay Garrett Pillsbury for any and all damages arising from such breach including any and all costs incurred by Garrett Pillsbury in enforcing this Contract to the fullest extent allowed by law.

Acknowledgement

Customer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Garrett Pillsbury Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_