**KALER OIL CO., INC.**

322 Whiskeag Road North Bath, ME 04530

Office: 443-2438 Fax: 443-4891

Family Owned and Operated

Service Since 1956

**Fuel Oil Fixed Prebuy Contract**

Choose the number of gallons you want to purchase for the 2017-2018 heating season. Your fixed Prebuy price for the entire season is $2.199. **Your Prebuy payment and contract is due no later than August 31, 2017.** You can pay with cash, check, credit or debit card.

**Note:** Your gallons must at least equal the amount of gallons used the previous year.

Number of gallons you are purchasing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prebuy amount due: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(# of gallons x $2.199)

Check one of the options below:

* Yes, I **want** to be on **automatic** delivery – You will remain on automatic delivery until you take yourself off which means we will continue to deliver after the heating season has ended.
* No, I **do not** want to be on automatic delivery – I will call for a delivery when I need it.

1. **All prepaid plans are paid in advance.** In the event the customer’s fuel oil consumption is in excess of the amount the customer has prepaid, they will be charged such excess of fuel at its then-prevailing retail price. **ALL PREPAID GALLONS MUST BE USED. Any credit balances on the account at the end of the contract year will remain on account for future use. There will be no cash/check refunds issued.**

2. The price per gallon set forth above shall be available **September 1, 2017** and terminate on **April 30, 2018.**

3. Expiration of offer: This agreement, with customer’s signature affixed, must be received in our office no later than August 31, 2017 or the offer is void. This agreement becomes effective only upon acceptance of Kaler Oil Co., Inc. Notwithstanding the payment terms contained in any other fuel purchase agreement the customer may have with Kaler Oil Co., Inc. Failure by customer to make payment as aforesaid shall be a breach of this agreement for which Kaler Oil Co., Inc. in its sole discretion may terminate this agreement and thereby be under no further obligation to customer to deliver fuel to customer at the price set forth above.

4. **Programs end April 30, 2018.** Once your Prebuy gallons have been used, any gallons in excess of your prepaid amount will be billed at the retail price on the day of delivery. If you elect to be on automatic delivery, deliveries will be made based on your estimated fuel usage using the degree day system. It is your responsibility to keep track of your remaining prepaid amount. Once you have used up your entire prepaid amount, you will remain on automatic delivery and be billed at retail price on the day of delivery until such time you choose to terminate your automatic status. **It is possible for fuel prices to be lower than your fixed price.** Please take this into consideration when choosing your plan for this season.

5. Kaler Oil Co., Inc.’s obligation to perform hereunder is subject to strikes, natural disasters, wars, accidents, delays, embargoes, contingencies of transportation, governmental orders or regulation, compliance with orders or recommendations of governmental authorities, or inability to obtain sufficient or suitable raw material or supplies, or any other causes beyond the reasonable control of Kaler Oil Co., Inc. In no event shall Kaler Oil Co., Inc. be liable to customer for any indirect or consequential damages arising out of or related to this agreement or the performance or breach thereof.

The above terms and conditions are hereby accepted and agreed upon.

Please fill out the information below. **DO NOT DETACH BOTTOM PORTION OF THIS FORM.**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Size of tank or tanks: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Kaler Oil Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_