



PLEASE CALL FOR PRICING

License #HOD 312

1.800.336.3762 or 203.453.1200

MASTER CONTRACT

2011-2012 Price Protection Plans

Name:
Address:
Email:
Phone:
Estimated Consumption:

Date Mailed To You:
Account Number:

PLEASE SELECT ONE OF THE FOLLOWING PRICE PROTECTION PLANS:

Prepaid: Our Prepaid Program locks in your oil price for the season. Decide how many gallons you will require, make the one time payment, and rest easy. Pay by check and receive a discount of five cents per gallon.

**I WISH TO PREPAY FOR [] GALLONS AT \$ [] PER GALLON.
Number of gallons required X price per gallon = \$ [] required with contract.**

Budget Cap: Select the Budget Cap Program to pay the price of the day or the Cap Price of \$ [] per gallon whichever is lower.

I REQUIRE [] GALLONS WITH A CAP FEE COST OF \$0.35 PER GALLON.

Number of gallons required X cap fee = \$ [] required with contract.

My monthly budget payment will be \$ []

Monthly payment by EFT entitles you to a discount of ten cents per gallon off the price of the day; discount will end when Cap Price is reached.

Price of the Day: Price is set daily based on current oil market pricing. Return this contract signed on reverse side. Pay within 15 days of delivery via EFT and receive a discount of ten cents per gallon.

Please indicate the plan in which you wish to participate:

Prepaid	<input type="checkbox"/>
Budget Cap	<input type="checkbox"/>
Price of the Day	<input type="checkbox"/>
Price of the Day Budget (See Attached)	<input type="checkbox"/>

Please see reverse side for terms and signature

***Please Note: Prepaid and Budget Cap Plan heating oil supplies at this price are limited. Time is of the essence in your reply. The price offered in this agreement may be invalid when current supplies run out or at any time until signed by both parties.**

Check enclosed made payable to "East River Energy" []
I elect to pay by credit card (SEE FORM ATTACHED) [] EFT (Payment information to follow) []

Signature: _____

**East River Energy, Inc.
Oil Price Agreement Terms & Conditions
2011-2012 Price Plans**

PLEASE READ BELOW AND SIGN WHERE INDICATED

1. Supply of Fuel Oil: Customer agrees that East River Energy is their sole supplier of heating oil and agrees to be delivered on an automatic basis, in accordance with the terms and conditions of this agreement. Minimum delivery is 100 gallons. However, instructions to East River Energy to make less than optimum deliveries may result in loss of available discounts.

2. Purchase of Oil: East River Energy's obligation to deliver heating oil to the customer is secured by heating oil futures contracts or other methods in accordance with Connecticut State Law.

3. Contract Inception: This contract will commence upon receipt and acceptance by East River Energy. East River Energy's acceptance of this agreement means that we acknowledge the plan and the price that you have selected, as well as receiving your signed copy of the terms and conditions and payment, if applicable. Your plan will begin on the date received but not earlier than **August 1, 2011**.

**PLEASE SIGN ON REVERSE SIDE
Over**

4. Contract Expiration: This agreement will expire **July 31, 2012** or when all committed gallons have been exhausted, whichever occurs first. Deliveries made after referenced date or after all committed gallons have been consumed will be billed at East River Energy's current daily price.

5. Taxes: Customer is responsible for all applicable taxes and fees. Please note that any tax, duty, or governmental charge now or hereafter imposed on product, or required to be paid or collected by East River Energy, shall be paid by the customer.

6. Terms and Payments: Payment for the Prepaid Plan and the non-refundable fee for the Budget Cap Plan are due with this signed agreement. Budget Cap Plan payments are due the first of every month, beginning in August. All other payments for oil and services are due within 30 days unless otherwise specified by East River Energy. Balances not paid when due will be subject to finance charges of 1.5% per month.

7. Gallons: Customer must specify the number of gallons to be committed under this contract. In the event that this contract is cancelled or East River Energy delivers all of these gallons prior to the end of this contract, any additional gallons delivered will be billed at the prevailing daily price in effect on the day of delivery.

8. Delivery: Automatic delivery is required for any and all Price Protection Plans. Customer agrees to keep access to the delivery fill pipe clear of snow and ice so that a safe delivery can be made. East River Energy reserves the right to bill Customer for redelivery if the delivery fill pipe is not safely accessible.

9. Prepaid Plans: If you cancel this contract before it expires, or you do not take all of the gallons that you agreed to buy under this contract, you agree to pay East River Energy liquidated damages. Liquidated damages will cover East River Energy's cost and any associated expenses of acquiring the heating oil and/or contracts purchased to protect your heating oil gallons. Liquidated damages will be calculated as the difference between the price you agreed to pay in this contract and the New Haven Harbor Low Posting for #2 oil on the date of liquidation, multiplied by the number of gallons remaining on the contract. In no case will the amount be less than zero. Any dollars remaining in your account from the purchase of pre-paid oil, after any applicable deductions for liquidated damage charges, or unpaid service charges, may be used by you to purchase future gallons or services from us; there will be no cash refunds.

10. Budget Cap Plan: If this contract is cancelled at any time following receipt of acceptance, customer agrees that the Cap Plan fee is non-refundable.

11. Force Majeure: East River Energy shall not be responsible for damages to customer caused by delay or failure to perform, in whole or in part, or for non-compliance when such delay, failure, or non-compliance is attributable to Acts of God, strikes, compliance with requests of any governmental authority without regard to the legal validity thereof, war conditions, accidents, delays in transportation, allocation programs or rationing, or priorities in effect pursuant to governmental direction or request, or instituted in cooperation with any governmental authority, or for any other cause beyond the control of East River Energy, whether or not similar to those herein set forth. East River Energy shall not be obligated to deliver from a terminal other than its usual and anticipated supply sources. In no event shall any force majeure condition affect Customer's obligation to pay for product when due.

12. Service: Comprehensive Service Contracts and/or 24-hour repair services are available to you. A credit application must be filled out by you and approved by us to receive credit. Service will be billed separately. If you fail to pay for any repair service within 30 days of the billing date, we may apply any credit balance in your oil plan account toward the balance owed for the repair service and your account may be put on delivery hold. If Customer elects to be put on "Will Call" at any point during the Service Contract period, said contract may be terminated at the sole discretion of East River Energy. CT. Lic. #307431

13. Assignment: You may assign this contract to someone buying or moving into your home only with prior written approval of East River Energy. East River Energy reserves the right to assign this contract.

14. Integration Clause: This agreement supersedes and replaces any agreement or understanding, whether oral or written, between you and East River Energy with respect to the subject matter above. This agreement shall be governed in accordance with the laws of the State of Connecticut.

Your signature below indicates that you have read the entire contract and that you understand that this contract contains a liquidated damages provision.

I have read and understand the terms and conditions listed above and I accept them.

Customer Signature X _____ Date _____

Print Name _____

Please sign and return original and retain one copy for your records.

For East River Energy Office Use Only
East River Energy, Inc.
By _____ Date _____
Signature _____

