

PATRIOT CASH FUEL FIXED PRICE PROGRAM AGREEMENT

Patriot Cash Fuel Company of Litchfield, Maine agrees to sell heating oil to _____ at _____, at a fixed price of _____ per gallon, to supply all of the Customer's heating needs for the period of _____ through _____ and the Customer agrees to purchase all heating oil from **Patriot Cash Fuel** subject to the following conditions:

1. Heating oil will be automatically delivered to Customer by **Patriot Cash Fuel** to the Premise only. Failure by **Patriot Cash Fuel** to automatically deliver heating oil does not void any other terms of this Agreement.
2. Customer has agreed to purchase a guaranteed amount of _____ gallons of heating oil.
3. Customer shall have monies in the account to cover deliveries upon delivery.
4. **Patriot Cash Fuel** 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 a strike, accident, fire, war, or insufficient supply of such product(s), failure or delay in transportation, Acts of God or any other cause beyond **Patriot Cash Fuel's** control.
5. This agreement may be terminated by **Patriot Cash Fuel** if the Customer substantially fails to abide by his or her obligations hereunder.
6. Customer agrees to pay all reasonable cost of collection if **Patriot Cash Fuel** is not paid all funds due and owing for oil deliveries or other services provided.
7. Because of market conditions significantly affecting the cost and expenses of selling heating oil, if Customer has not received delivery of and paid for guaranteed number of gallons, or has otherwise violated the terms of this agreement.

8. If any new taxes not in effect as of the date of this Agreement are imposed against heating oil sales, the Customer shall be responsible for all such taxes. The amount of the tax will be added to the Contract Price.
9. The price fixed in this Agreement is based upon market conditions prevailing at the time of execution. Customer understands that the price is for the heating season regardless of whether market price goes up or down. Purchases are made by **Patriot Cash Fuel** based on Customer's projected needs and the Gallons purchased. **Patriot Cash Fuel** guarantees the Contract Price even if retail or wholesale prices increase during the Agreement. Customer agrees to pay the contract Price regardless of **Patriot Cash Fuel's** standard daily retail pricing, unless the option set forth in paragraph below is exercised. Customer understands that retail prices on any given date may be less than the Contract Price, but that the Contract Price applies at all times. The only exception is if new taxes are imposed per paragraph 8.

OPTION A. The Customer and **Patriot Cash Fuel** agree that damages are difficult to determine as of the date this Agreement is signed and that \$_____ per gallon is a reasonable estimate of damages caused by the customer's failure to purchase the minimum number of gallons. Accordingly, the customer and **Patriot Cash Fuel** agree that in the event the Customer breaches this Agreement \$_____ per less than the required minimum number of gallons, will be retained by **Patriot Cash Fuel** as liquidated damages.

10. Performance of this contract will be secured by the following option set forth under Maine law, 10 M.R.S.A. 1110(2).
11. The customer **SHALL** provide safe access to the fill pipe, including snow and ice removal. **Patriot Cash Fuel** may refuse to deliver if access is not clear and **Patriot Cash Fuel** will not be responsible for any damages incurred because customer failed to provide safe access to the fill pipe.
12. Customer agrees that this Agreement is binding against his or hers heirs or assigns and they will be obligated under this Agreement whether or not he resides at the premises during the contract term.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNTIL IT IS SIGNED AND RETURNED TO COMPANY.

DATE: _____

Customer

DATE: _____

Customer

DATE: _____

Patriot Cash Fuel