

Frederick Bros. Oil & Propane

164 U.S. Route #1
Scarborough, ME 04074
(207) 883-2551 fax (207) 883-3304
www.frederickbrosoil.com

“Clear & Simple” 2-Pay Plan

Acct. # _____
Print Name: _____
Delivery Address: _____
Mailing Address (if different than above): _____
Phone #'s _____ (Hm) _____ (Wk) _____ (Cell)
Email address: _____

Terms & Conditions

1. Frederick Bros. Oil & Propane will be the exclusive supplier of Customer's heating oil needs for the period of September 1st, 2010 through May 31st, 2011. Frederick Bros. will give Customer a discount of \$.10 off per gallon from the daily cash price. Deliveries will be done on an Automatic Delivery basis. Customer's account will remain on Automatic Delivery unless we are notified in writing.

2. Based on an annual usage of _____ gallons of _____, Customer will deposit the amount of \$ _____ no later than August 1st, 2010. The second payment of \$ _____ must be received no later than January 1st, 2011. Payments MUST be received by these due dates or Frederick Bros. reserves the right to void the agreement. Please initial here: _____

3. In the event that there is an insufficient credit balance on Customer's account due to increased usage, or escalated prices and it is within the September-May term, then Frederick Bros. will notify Customer to deposit the necessary amount onto the account within 30 days. If payment is not received within 30 days, then the agreement will be voided from that point forward.

4. If Customer owes money to Frederick Bros. for any services or goods other than heating oil subject to this Agreement (such as service calls, fuel additive, or Tank Guard), Customer understands that these charges are to be paid separately. Frederick Bros. Oil & Propane may, at its option, for any invoices in arrears in excess of 30 days, apply funds held on deposit to the outstanding invoice(s).

5. If any new taxes not in effect as of the date of this Agreement are imposed against heating oil sales, Customer shall be responsible for all such taxes.

6. Customer shall provide safe access to the fill pipe and outside tank locations including clearing debris or obstructions, low hanging branches and wires, and removal of snow and ice in the winter. Company may refuse to deliver if access is not clear. Company will not be responsible for any damages incurred because Customer failed to provide safe access to the fill pipe. Customer agrees to waive any claims against Frederick Bros. Oil & Propane for any damages to the Customer's private property or pavement route and subsurface reasonably necessary to perform deliveries.

7. Customer agrees to defend, indemnify and hold harmless Frederick Bros. Oil & Propane for any damage or loss to persons or property which is beyond our control including, but not limited to strike, accident, fire, war, weather conditions, labor or employment difficulties, insufficient supply of such products, failure or delay in transportation, Acts of God or any other cause beyond Company's control, whether or not similar to the causes enumerated herein.

8. Any returned checks are subject to a \$35.00 service fee, and Frederick Bros. Oil & Propane may, at its option, terminate the agreement if deemed necessary.

9. Any balances over 30 days past due will be subject to an interest rate of 24% per annum.

10. This Agreement may be terminated by Frederick Bros. Oil & Propane if the Customer substantially fails to abide by his or her obligations hereunder, or fails to pay money owed to Frederick Bros. for any goods and services provided. During the default period, interest shall continue to accrue and Customer shall be liable for any and all collection costs and attorney fees incurred.

By signing below customer accepts all of the above terms and conditions.

Customer

Date

Customer

Date

Frederick Bros. Oil & Propane

Date