

# Valley Gas & Oil Company

103 Main Street • Kingfield, Maine 04947  
207-265-5443 phone • 207-265-2987 fax • email: info@valleygasandoil.com

**NAME**  
**ADDRESS1**  
**ADDRESS 2**  
**CITY, STATE ZIP**

## **2012/2013 PRE-BUY INSTALLMENT, LOCK-IN PRICE CONTRACT**

Valley Gas & Oil Company of Kingfield, Maine (“Company”) agrees to sell **PROPANE or OIL** to **ACCT #, CUSTOMER** (“Customer”) at **DELIVERY ADDRESS** (“the Premises”) **QTY** gallons at a fixed price of **\$CPPG** per gallon or a contract total of **\$CONTRACT TOTAL** (“the Contract Price”), to be paid in **10** installments due on the 10<sup>th</sup> day of each month for the contract period of **June 1, 2012 to April 30, 2013**, and Customer agrees to purchase the above listed amount of gallons from Company subject to the following conditions:

- A. Lock-in Price contracts require a minimum annual usage of 300 gallons and the contract must be for the total gallons used the prior year.
- B. This contract quote is valid until **6/30/12**, when signed and returned to Company, with budget payment by quote date.
- C. If Customer’s account balance does not fully cover the cost of a delivery or if Customer has consumed all pre-paid gallons, the delivery may be billed according to Company’s standard daily retail pricing and credit terms on the date of delivery or at the Contract Price at the Company’s discretion. Any amounts remaining on account will be used to pay for delivery. Company may, at its discretion, deliver fuel at the Contract Price until the account balance has been expended.
- D. Fuel will be delivered to Customer by Company to the Premises only. Company shall debit Customer’s account after each fuel delivery. Any fuel delivered upon Customer’s request shall also be debited to Customer’s account. Failure by Company to deliver fuel does not void any other terms of this Agreement.
- E. Company 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 strike, accident, fire, war, insufficient supply of products, failure or delay in transportation, inaccessibility of Premises; including snow, ice, water, mud, other obstruction, Act of God or any other cause beyond Company’s control, whether or not similar to the causes enumerated herein.
- F. Because of market conditions significantly affecting the costs and expenses of selling fuel, if Customer has not consumed at least 90% of contracted gallons, or has otherwise violated the terms of the Agreement, then \$0.75 per contracted gallon will be retained by Company for liquidation damages, plus any other damages caused by Customer.

**\*\* Please initial both pages and return both pages of the signed contract. \*\***

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