

HUCKLEBERRY PROPANE & OIL, LLC
201 King Street
Boscawen, NH 03303
(603) 796-2007
1-866-300-4995

FIXED BUDGET PLAN AGREEMENT
for period from October 1, 2011 to April 30, 2012 (the "Term")
(with payments from August 15, 2011 through May 15, 2012)

Name of Customer ("Customer")

Oil Delivery Address

Billing Address (if different)

Telephone (Please verify)

Yes, I wish to receive Huckleberry invoices/statements by email: _____
E-Mail Address

This Fixed Budget Plan Agreement ("Agreement") is made by Huckleberry Propane & Oil, LLC ("Huckleberry") and the above-named Customer ("Customer"). The following terms, as may be selected by Customer, shall apply during the Term. This Agreement applies to Kerosene, as selected below ("Fuel").

FUEL SELECTED

Kerosene

GALLONS AND PRICE

Customer agrees to be bound to accept the delivery and purchase of _____ gallons of Fuel for the Term ("Gallorage") at the fixed price of \$4.19 per gallon ("Fixed Price"), for a total price for the term of \$ _____ ("Total Price"), for a monthly payment of \$ _____ ("Budget Payment") payable pursuant to Payment Terms, below.

NOTICE UNDER STATE LAW

Huckleberry gives notice under N.H. RSA 399:79 that it has entered a futures contract in compliance thereof.

DISCLOSURE OF PRICE RISK

This Agreement is based upon market conditions, projections and other considerations applying at the time of this Agreement. Customer agrees that the Fixed Price is fixed for the Term regardless of whether the market should go up or down. Huckleberry assumes the risk where the market price, retail or wholesale, should exceed the Fixed Price, and guarantees the Fixed Price. Customer agrees to pay the Fixed Price even if the market retail price for Fuel should at any time be below the Fixed Price. Customer acknowledges and agrees that entering into the Fixed Price provisions of this Agreement may pose an

economic risk to Customer, and that the Fixed Price provisions are known and bargained for.

PAYMENT TERMS

Customer agrees to be bound to accept the delivery and purchase of the Gallonage at the Fixed Price per gallon, for the Term. Budget Payments shall be due during the Term beginning August 15, and on the 15th day of each month thereafter until May 15, when the 10th such Budget Payment shall have been made. All payments for deliveries prior to the First Payment shall have been paid in full.

STANDARD TERMS AND CONDITIONS

The following terms and conditions shall apply to Customer.

- 1) **For deliveries after the Term, or above the Gallonage, full payment for each delivery shall be made, so as to be received by Huckleberry within ten (10) days of delivery. Interest shall commence accruing at 1.5% per month on any invoice not paid when due.**
- 2) Deliveries shall be made on an automatic basis determined by degree days and Customer history ("Automatic Delivery"). Any special delivery requested by a Customer of less than 150 gallons shall be subject to a delivery charge of \$80.00. Automatic Delivery shall continue throughout the Term, including after all the Gallonage is delivered, following which Customer shall be charged at Huckleberry market price, but otherwise subject to the provisions of this Agreement.
- 3) Access to fill and vent pipes shall be free and clear of snow, ice and other obstructions. Huckleberry shall have no duty to clear access, or deliver to Customer where access is obstructed or unsafe.
- 4) For any scheduled cleaning, service or repairs, Customer shall be charged \$80.00 for labor, per repairman, per hour. For any emergency service of repairs, or service or repairs scheduled for weekends, or outside Monday to Friday, 8:00 A.M. to 4:30 P.M. business hours, Customer shall be charged \$120.00 per repairman, per hour. In addition to labor charges, Customer shall be charged for all parts and supplies. Payment provisions set forth in Paragraph 1 above shall apply to all cleaning, service and repairs.
- 5) If for any reason Customer shall have prepaid any portion of the Fuel subject to this Agreement, and the Term of this Agreement is reached or Customer has satisfied the minimum Gallonage required, and a return of any excess prepaid amount is requested, Huckleberry may elect to return such amount, or grant Customer a credit in such amount for future deliveries of Fuel.
- 6) In the event that any governmental authority should, during the Term of this Agreement, raise or increase taxes on Fuel, Customer shall pay, in addition to the pricing terms in this Agreement, the amount of such taxes attributable to Fuel delivered.
- 7) If for any reason or cause beyond the control of Huckleberry, including strike, accident, fire, war, insufficient supply from any Fuel supplier, failure or delay in delivery or

provision of Fuel from any supplier, act of God, or disaster, or any similar reason or cause, Huckleberry shall not be responsible to Customer, or any occupant of the premises to which delivery is made, or any persons affected thereby, and Customer, as a condition of this Agreement, for Customer or any such person, so agrees.

- 8) **In the event that Customer fails to accept delivery and purchase of the Gallonage set forth above, forming part of this Agreement, such failure shall be a default of this Agreement and Huckleberry shall then have the right to claim damages under this Agreement prior to such delivery, or prior to its Term, or thereafter, and to claim damages and commence collection and legal action.**
- 9) **For any costs of collection or legal costs incurred in seeking payment, damages or enforcement of this Agreement, for any breach of its terms by Customer, Huckleberry shall have the right to all costs of collection and legal fees incurred.**
- 10) **If Customer fails to abide by the provisions of this Agreement, including its payment requirements, Huckleberry may terminate this Agreement with Customer, but in so terminating, shall not be deemed to have waived any claim for damages or enforcement it might have.**
- 11) Customer agrees for Customer and each occupant of the premises to which delivery is made, that Customer and each such occupant benefitting from delivery of Oil shall be subject to the payment and other terms of this Agreement, and shall be further specifically subject to those rights reserved to Huckleberry. This Agreement is specifically binding upon Customer, and Customer's heirs or assigns, whether residing at or owning the premises, or not.

THIS AGREEMENT SHALL BE LEGALLY BINDING, AND SHOULD BE FIRST CAREFULLY REVIEWED BEFORE SIGNING. BY SIGNING CUSTOMER WILL BE DEEMED TO HAVE REVIEWED, UNDERSTOOD AND BE BOUND BY THESE TERMS.

Customer acknowledges that Huckleberry's acceptance of the Agreement is conditioned upon Huckleberry's credit check, to which Customer consents, and its determination as to the acceptable creditworthiness of Customer, and further conditioned upon full compliance by Customer of this Agreement, and all of its provisions.

Signed and agreed to this [redacted] day of [redacted], 2011.

Witness

Name: [redacted] Customer

Accepted by Huckleberry Propane & Oil, LLC upon such terms.

HUCKLEBERRY PROPANE OIL, LLC

Date: _____

By: