



Division of KTD Enterprises Inc.

P.O. Box 778, Schroon Lake, New York 12870

Phone: (518) 532-7968 (800) 888-0284 Fax: (518) 532-7443

**Plan A Pre-Pay Program
Or
Plan B Budget Program**

FOR HEATING SEASON 2015 – 2016

This contract must be returned if you are choosing to participate in either plan. If you do not return this contract, then your payment will be your agreement to all terms and conditions of this contract.

This agreement is by and between MOUNTAIN PETROLEUM (referred to in the rest of this agreement as the “company”) and

Name _____

Address _____

Phone Number _____

E-mail _____

Number of gallons requested _____ Plan A _____ Plan B _____

Account # _____

(Referred to in the rest of this agreement as the “consumer”).

Both the company and the consumer would like to take advantage of the benefits of the Pre-Pay Program or the Budget Program. **This agreement is being drawn as an assurance that the company will provide a certain amount of fuel to the consumer and that the consumer will receive a certain amount of fuel.**

1. **FOR THE HEATING SEASON JULY 1, 2015 TO APRIL 30, 2016 THE COMPANY AGREES TO DELIVER FUEL OIL, KEROSENE, OR PROPANE TO THE CONSUMER.**
2. The consumer agrees to pay the company the agreed upon price in full, on or before July 1, 2015 if doing the Pre-Pay Plan or pay 11 monthly payments starting on July 1, 2015 if doing the Budget Program. If the consumer has a credit balance with the company as of June 1, 2016 the balance will be applied toward the next year’s program. This credit balance is “dollar” credit, not “gallon” credit. **NO REFUNDS WILL BE ISSUED.**
3. Any fuels needed by the consumer in excess of the pre-buy or budget amount will be priced according to the company’s price schedule in effect at the time of delivery.



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4. If the consumer does not need the full amount of fuel, the “dollar” credit balance will be credited toward the agreement for the next heating season if such an agreement is offered by the company at that time. **No refunds will be issued. If, for reasons beyond control, the consumer will no longer need fuel and the consumer has a credit balance, a refund will be issued but a 10% fee will be taken from the existing credit balance.**

5. The company cannot fulfill its obligations under this agreement if the company does not have access to the consumer’s tank or fill pipes. This agreement is expressly conditioned upon the consumer keeping tank, fill pipes, and driveway accessible at all times for safe delivery. If the consumer falls behind on payments, the company will remove the consumer from the program and deliveries will be discontinued. If collection action is needed to collect any debt owed the company, any fees will be the responsibility of the consumer.

6. The company shall not be obligated to make deliveries to the consumer when supplies or facilities of production, manufacturing, transportation, distribution, or delivery contemplated by the company are interrupted or unavailable by reason of any enemies, sabotage, strikes, lockout, labor or employment difficulties, fire, act of God, accident or breakdowns, whether or not preventable, or any cause beyond the company’s control.

7. The consumer acknowledges that the price of heating fuels will fluctuate during the time when the company offers pre-buy/ budget agreements to its customers. The consumer acknowledges that, because of this fluctuation, the price the consumer agrees to pay for the pre-buy/ budget amount may be different from the price agreed to by other customers who sign the agreement before or after the date of this agreement.

8. If you are away for any length of time or this is a second home, it is our recommendation that you ask a friend or neighbor to check your home daily. We are not responsible for a customer’s home that experiences a freeze up or a run out.

This agreement is being drawn as an assurance that the company will provide a certain amount of fuel to the consumer and that the consumer is purchasing a certain amount of fuel. By signing this agreement, the consumer understands and agrees to the conditions in this and all other company policies.

Timothy E. Vander Wiele
Company Representative

Consumer signature _____
Date _____