

~~~~~ OPTIONAL PAYMENT PLANS ~~~~~

OPTION #1

FIXED PREPAY: CASH OR CHECK PAYMENTS

Your price will not change even if the market rate price increases or decreases. This contract is paid up front before the contract starts and protects you from rising prices. This option is a discounted rate for paying by cash or check.

OPTION #2

FIXED PREPAY: CREDIT CARD PAYMENTS

Your price will not change even if the market rate price increases or decreases. This contract is paid up front before the contract starts and protects you from rising prices.

OPTION #3

FIXED BUDGET PLAN

Your price will not change even if the market rate price increases or decreases and protects you from rising prices. We estimate the number of gallons you will use based on your previous usage divided equally over SEVEN monthly payments.

OPTION #4

MARKET RATE BUDGET PLAN

Your price will change as the market rate price increases or decreases, less your discount per gallon. We estimate the number of gallons you will use based on your previous usage divided equally over TEN monthly payments based on an estimated market rate price.

~~~~~ CONTRACT TERMS AND CONDITIONS ~~~~~

The SELLER, James E. Kimball, Jr., Inc., agrees to sell and deliver fuel oil and the BUYER agrees to accept and pay for fuel oil in accordance with the Terms and Conditions herein provided.

CONTRACT PERIOD Fixed price plans are effective October 1 through April 30. The Market Rate Budget is effective September 1 through June 30. Once you have used all the gallons purchased, your account reverts back to a regular account and oil purchases will be at the market rate. If you have a credit left after the contract period, your credit can be used for future purchases of market rate oil or service work.

COVERAGE All contracts will cover allotted gallons only. There is a 400 gallon minimum purchase for all Plans. No service work is included in this contract. All labor and materials, including annual cleanings, will be billed separately. BUYER agrees to make timely payment of all such charges. If you choose one of the FIXED PRICE PLANS, you will be locked in at the price per gallon even if the MARKET RATE price increases or decreases. **A fee of \$600.00 will be charged for early termination of this contract.** All accounts must have a zero balance or credit balance prior to starting any of our plans.

DELIVERY Your delivery status (automatic or call) will not change with any of these options. BUYER agrees that SELLER will be the exclusive provider of fuel oil during the contract period. Further, BUYER agrees to have the tank filled at each delivery. If there are allotted gallons remaining, at SELLER'S discretion, SELLER will make a special delivery close to the end of the contract period (100 gallon minimum delivery).

COMPLIANCE If budget payments are incomplete, late, or missing the SELLER may cancel this contract on ten days notice. Cancellation could mean the discontinuance of deliveries, in which case the budget account will revert to a regular account and any balance will become due immediately. In future years your account will not be eligible for a budget contract if you do not comply with these terms.

PLEASE CALL KIMBALL FUEL FOR PRICING OPTIONS 413-528-1410

CALL TODAY TO JOIN OUR FAMILY, NEW CUSTOMERS WELCOME