

Capped Price Protection Plan

2023-2024

Servco Oil, Inc. 387 Danbury Road Wilton, CT 06897 CT State Lic. #S1-398264 Servco HOD# 84 NC HOD# 488

Account Number:				
Account Name:				
Email Address:				
Delivery Address:				
Price Cap:				
Cap Price Program Fee:				
Gallons Covered in CAP	Up to 500	501-800	Over 800	

Terms and Conditions

- 1. **General Terms:** This Agreement shall be governed by and construed following the State of Connecticut's laws. Connecticut State Law requires Servco Oil to purchase futures oil contracts to make this contract. The Customer agrees to provide safe and unobstructed access to an oil tank that meets applicable fire and safety codes.
- 2. Plan Definitions: This is a CAPPED Price Plan: The per-gallon price of fuel under a cap contract will "NOT EXCEED" the Price Cap during the Plan program dates. There is a fee associated with the CAPPED Price Plan. Your delivery ticket will always show your price on the date of your delivery. If taxes are levied against home heating fuel during this Plan, those taxes shall be paid by the Customer to Servco Oil.
- 3. Gallons: This Plan covers a customer's estimated annual volume. Estimated gallons are based on the home's square footage and what a customer would reasonably expect to use for a family's heat and hot water. The maximum gallons covered by this Plan is 2,000 gallons unless stated at 500 gallons or 800 gallons plans.

- 4. Automatic Delivery: The Customer agrees that Servco Oil is the sole supplier of heating oil and agrees to accept deliveries on an automatic delivery basis. After the Price Plan period expires or gallons per agreement (500, 800, 2000) used, the Customer agrees to remain on automatic delivery with Servco Oil at Servco's Daily Posted Price. The Customer can terminate automatic delivery at any time after the Plan period by providing Servco Oil with a written request to do so. The written request may be by postal letter or email.
- **5. Plan Dates:** This Plan is effective upon Servco Oil's acceptance of the Customer's signed agreement. The Plan expires on April 30, 2024. Deliveries made after April 30, 2024, will be charged at Servco's Daily Price.
- 6. Acceptance: This Plan is time-sensitive, and Servco Oil reserves the right not to accept a Plan not returned within three (3) days. This price becomes effective when Servco Oil receives your signed Price Plan. Your account balance must be current and in good credit standing. If your account becomes past-due at any time, Servco Oil reserves the right to place your account on a C.O.D. basis and charge Servco's Daily Price per gallon for deliveries made while the account is past due.
- 7. Cancellation: If you cancel this Plan before the Plan END DATE, the Customer agrees to forfeit the Cap Price Program fee. All cancellations must be in writing by postal letter or email.
- 8. Liability: In the event of war, terrorism, national crisis, circumstances beyond our control, or the non-ability of Servco Oil suppliers to provide price-protected fuel to Servco Oil, Servco Oil may cancel this Plan.

Please Acknowledge

I have read and accepted the terms and conditions of this Price Plan.

I acknowledged there is a fee associated with the CAPPED price plan and agree to pay that fee when invoiced. Failure to pay that fee will terminate this agreement.

I understand that my plan price will expire on April 30, 2024. I understand that if I go over my gallon limit (500, 800, or 2000) before April 30, 2024, I will be reverted to the daily floating price.

Customer Signature:

Date Signed: