



# Propane Pre-Buy Price Protection Plan

## 2023-2024

Servco Oil & Propane, Inc.  
387 Danbury Road  
Wilton CT 06897

CT State Lic. #S1-398264  
Servco HOD# 84  
NC HOD# 488

Account Number:

Account Name:

Delivery Address:

Rate Per Gallon:

Gallon Amount:

Total Due:

### 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 & Propane 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 Pre-Buy Price Plan: The Customer agrees to pay for a FIXED number of gallons at an AGREED to price in advance of any deliveries. The per-gallon price under the Pre-Buy Price Plan will NOT change, up or down. The Pre-Buy price remains the same from the acceptance date to the Plan end date. If taxes are levied against home heating fuel during this Plan, those taxes shall be paid by the Customer to Servco Oil & Propane.
- 3. Gallons:** This Plan covers the number of gallons designated by the Customer, and the Customer has paid for in advance.
- 4. Automatic Delivery:** The Customer agrees that Servco Oil & Propane is the sole supplier of Propane and agrees to accept deliveries on an automatic delivery basis. After the Pre-Buy gallons are delivered, the Customer agrees to remain on automatic delivery with Servco Oil & Propane at Servco's Daily Posted Price. The Customer can terminate automatic delivery at any time after their Pre-Buy Gallons have been delivered by providing Servco Oil & Propane 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 & Propane's acceptance of the Customer's signed agreement, and Servco receives payment of the Pre-Buy gallons. 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 & Propane reserves the right not to accept a Plan not returned within three (3) days. This price becomes effective when Servco Oil & Propane receives your signed Price Plan and payment for your Pre-Buy Gallons. The Customer will be invoiced for the Pre-Buy Gallons.
7. **Cancellation:** If you cancel this Plan before the Pre-Buy Gallons are delivered, Servco Oil & Propane reserves the right to charge you a liquidated damages fee equal to any devaluation of estimated gallons not delivered. (EXAMPLE: 500 gallons remaining and \$1.00 per gallon devaluation, then a liquidated damages fee of \$500.00 would apply.) 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 & Propane suppliers to provide price-protected fuel to Servco Oil & Propane, Servco Oil & Propane may cancel this contract.

#### Please Acknowledge

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

I understand that I will be invoiced for the Pre-Buy gallons that I have agreed to and that my price per gallon will not be effective until Servco has received payment.

I understand that my price will not change, up or down, during the term of this agreement.

I understand that my plan price will expire on April 30, 2024.

Customer Signature:

Date Signed: