



HOD 299

HOD 1336

HOD 1341

S1 - 0406878

## 2024-2025 Pre-Buy Price Protection Plan

Account Number:

Account Name:

Email Address:

Delivery Address:

Price Per Gallon \$:

Total Gallons:

Total Amount Due:

### Terms and Conditions

- 1. General Terms:** This Agreement shall be governed by and construed according to the laws of the State of Connecticut. Connecticut State Law requires Santa Energy (for the remainder of this agreement, Santa Energy refers to Santa Energy, Servco Oil, and Branchville 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 Pre-Buy Price Plan: The Customer agrees to pay for a FIXED number of gallons at an AGREED price per gallon before any delivery. The per-gallon prices under the Pre-Buy Price Plan will NOT change, up or down. The pre-buy price remains unchanged from the acceptance date to the plan end date. If taxes are levied against home heating fuel during this Plan, the Customer shall pay those taxes to Santa Energy.
- 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 Santa Energy is the sole supplier of heating oil and agrees to accept deliveries on an automatic delivery basis. After the Pre-Buy gallons are delivered, the Customer agrees to continue with automatic delivery with Santa Energy at Santa's Daily Posted Price. The Customer can terminate automatic delivery after their

Pre-Buy gallons are delivered by providing Santa Energy with a written request, which may be by postal letter or email.

5. **Plan Dates:** This Plan is effective upon Santa Energy's acceptance of the Customer's signed agreement, and Santa Energy receives payment of the Pre-Buy gallons. The Plan expires on April 30, 2025. Deliveries made after April 30, 2025, will be charged at Santa's Daily Price.
6. **Acceptance:** This Plan is time-sensitive, and Santa Energy reserves the right not to accept a Plan not returned within three (3) days. This price becomes effective when Santa Energy receives your signed Price Plan and payment for your Pre-Buy gallons.
7. **Cancellation:** If you cancel this Plan before the Pre-Buy Gallons are delivered, Santa Energy reserves the right to charge you a liquidated damages fee equal to any devaluation of estimated gallons not delivered. (EXAMPLE: If 500 gallons remain and \$1.00 per gallon is devalued, 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 Santa Energy suppliers to provide price-protected fuel to Santa Energy, Santa Energy may cancel this Plan.

### Please Acknowledge

I have read and accepted the terms and conditions of this Price 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 Santa Energy receives 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, 2025.

Customer Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_