



HOD 299



HOD 1336



HOD 1341

S1 - 0406878

2024 Summer Propane *Fixed Price* Protection Plan

Account Number:

Account Name:

Email Address:

Delivery Address:

Price Per Gallon \$:

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 propane contracts to make this contract. The Customer agrees to provide safe and unobstructed access to a propane tank(s) that meets applicable fire and safety codes.
- 2. Plan Definitions:** This is a FIXED Price Plan: The per-gallon price under the Fixed Price Plan will NOT change, up or down. The FIXED price remains unchanged from acceptance 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 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 number of gallons covered by this plan is 2,000 gallons.
- 4. Automatic Delivery:** The Customer agrees that Santa Energy is the sole propane supplier and agrees to accept deliveries on an automatic delivery basis. After the Price Plan period expires, the Customer agrees to remain on automatic delivery with Santa Energy at Santa's Daily Posted

Price. The Customer can terminate automatic delivery after the Plan period by providing Santa Energy with a written request. The written request may be by postal letter or email.

5. **Plan Dates:** This Plan becomes effective upon Santa Energy's acceptance of the Customer's signed agreement. It expires on September 30, 2024. Deliveries made after September 30, 2024, 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. Your account balance must be current and in good credit standing. If your account becomes past due at any time, Santa Energy reserves the right to place your account on a C.O.D. basis and charge Santa's Daily Price per gallon for deliveries made while the account is past due.
7. **Cancellation:** If you cancel this Plan before the plan's END DATE, Santa Energy 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 Santa Energy suppliers to provide price-protected fuel to Santa Energy, Santa Energy may cancel this contract.

Please Acknowledge

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

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 September 30, 2024.

Customer Signature: _____

Date Signed: _____