

CT License # 305555
CT HOD # 154

Guy's Inc.
P.O. Box 81
87 West Main Street
Niantic, CT 06357

Phone: (860) 739-8700
Fax: (860) 739-6471
Email: info@guysoil.com

Automatic Delivery Agreement

This agreement made this _____ day of _____, 2015 by and between Guy's Inc., with a mailing address of P.O. 81, Niantic, CT 06357 (hereinafter "Guy's) and

_____ with an address of _____

(hereinafter "Customer"), under the following terms and conditions:

1. Customer agrees to accept heating fuel from Guy's on an automatic degree day delivery schedule with said heating fuel delivered to the following premises:

(hereinafter the "Customer's Premises").
2. Customer must have an approved credit application on file with Guy's to be enrolled in the Automatic Delivery Program. **Guy's expects payment within thirty (30) days of billing date. Guy's will apply a finance charge of 1 ½ % per month (18% annually) on a monthly basis to any balance remaining unpaid thirty (30) days after billing date. Customer agrees to pay all reasonable collection and attorney's fees if legal proceedings become necessary to enforce collection.**
3. Guy's is not responsible for any problem with the heating system, oil tank, fill, and vent piping. All vent alarms (whistles) must be in working order at all times at Customer's expense.
4. Consistency is the most important factor in successful degree day calculation. Guy's works hard on these calculations to prevent runouts. Customer shall inform Guy's of any changes made or planning to be made that may affect Customer's heating fuel needs. Examples of such changes include, but not limited to: Discontinued use or additions of alternative heating sources, heating parts of the house that aren't normally used, a change in the number of people residing at the home, long vacations or time away from home in winter, additional time at home – retirement or an extended illness, new efficient heating equipment installed, a change in domestic hot water source, new insulation, replacement windows, or new additions to the home.
5. Guy's cannot accept responsibility for losses caused by running out of heating fuel or for releases due to failure of oil tanks, oil lines, and equipment. It is ultimately the Customer's responsibility to monitor the heat and conditions at the Customer's Premises and call for service when needed. Customer should arrange for daily temperature monitoring if he/she plans to be away from the premises for any length of time. A variety of devices or services are available for monitoring vacant premises. Guy's is always ready to work with customers to help them protect their assets. **Guy's Inc. is not and will not assume the role of Caretaker of the Customer's home at anytime.**

CT License # 305555
CT HOD # 154

Guy's Inc.
P.O. Box 81
87 West Main Street
Niantic, CT 06357

Phone: (860) 739-8700
Fax: (860) 739-6471
Email: info@guysoil.com

6. This Automatic Delivery Agreement is required to enroll in any separate price protection agreement offered by Guy's. Additional terms and conditions apply to price protection agreements. Once the price protection agreement has ended, Customer's terms will automatically revert back to this Automatic Delivery Agreement alone until terminated as provided in this agreement.
7. Unless Customer is currently contracted with Guy's under a separate price protection agreement, this Automatic Delivery Agreement may be terminated without penalty or early termination fee with five (5) days advanced written notice. This written notice may be sent by mail to Guy's Inc., P.O. Box 81, Niantic, CT 06357, by fax to (860) 739-6471, or by email to info@guysoil.com. Customer should state the intention to stop automatic delivery service and include Customer's contact information as well as address of delivery premises.
8. Customer shall allow Guy's to add a special winter fuel treatment during deliveries occurring between October 1 and March 31 if delivering to an outdoor tank at the Customer's premises. **Customer agrees to pay the additional charge for the additive.**
9. Driveways must be kept clear of snow and ice within a reasonable time after a storm and, if Customer is able, please clear a path to the fill pipe so Guy's delivery personnel are able to safely make deliveries when they are due.
10. Guy's reserves the right to delay oil deliveries if conditions are unsafe.
11. **Guy's reserves the right to hold or refuse delivery, or terminate this Automatic Delivery Agreement if Customer's account has balances over 30 days past due. Guy's will notify Customer of held or refused delivery by telephone, email, or mail. Guy's will notify Customer of Automatic Delivery Agreement termination by mail.**
12. **Guy's reserves the right to assess delivery and or restart fees to Customer if Customer needs an emergency delivery of heating fuel resulting from Guy's holding or refusing delivery to Customer because Customer's account has balances over 30 days past due.**
13. There will be no charge to any customer in good standing for an emergency delivery or restart of the heating system if Guy's should let Customer run out of heating fuel. Guy's does reserve the option to send a service technician with 10 gallons of fuel to restart the system. Guy's will then send a delivery truck to fill the tank during regular hours.
14. Guy's shall not be obligated to perform under this Agreement if prevented by any local, state, or federal law or regulations governing any energy crisis or if caused by events beyond the control of Guy's which may interrupt, limit or halt the supply of heating oil. If laws, regulations or events effectively cause a termination of this Agreement, then any credit balance due to Customer shall be refunded by Guy's within thirty (30) days of the termination of this Agreement.
15. Guy's will notify Customer thirty (30) days in advance of any change to the terms and conditions or discounts offered in this Automatic Delivery Agreement.

Guy's Inc.

**P.O. Box 81
87 West Main Street
Niantic, CT 06357**

Phone: (860) 739-8700
Fax: (860) 739-6471
Email: info@guysoil.com

CT License # 305555
CT HOD # 154

Payment Options:

Current discounts available off the daily posted retail price per gallon on the day of delivery:

20 in 24 - Payment within 24 hours of delivery - Twenty (20) cent per gallon discount

10 in 10 - Payment within 10 days of delivery - Ten (10) cent per gallon discount

I want **20 in 24!** Please use my credit card automatically:

Credit Card # _____
Expiration Date: _____ CVV # _____
Name on Card: _____
Card Billing Address: _____
City: _____ State: _____ Zip: _____

What are the best ways to contact you?

Home Phone: _____ Cell Phone: _____

Email Address: _____

I prefer to have invoices, statements, credit card receipts, pricing program notices, updated terms and conditions, and future offers from Guy's Inc. or its affiliated companies:

Email Only Regular Mail Both Email & Regular Mail

Account # _____

Customer
Date: _____

Customer
Date: _____

Guy's Inc.

By: Richard B. Gada Sr.
Richard B. Gada, Sr.
Its President
Date: _____