

2007 – 2008 Heating Season Fuel Contract

with The *Sandri* Companies, PO Box 1578, 400 Chapman St, Greenfield, MA 01302

Name: _____ Account# _____

Delivery Address: _____ Home Phone: _____

Town: _____ State: _____ Zip: _____ Work Phone: _____

Mailing Address: _____

Town: _____ State: _____ Zip: _____ Email: _____

Fuel Options

#2 Fuel Oil Kerosene B5 Bioheat (5% bio fuel blend with 95% #2 fuel oil)

Bioheat is available at \$0.07 per gallon higher than #2 oil prices and Kerosene (#1 fuel) is available at \$0.25 per gallon higher than #2 oil prices. #1 bio-blended fuel is not available.

PLEASE RESERVE _____ GALLONS OF HEATING FUEL. (400 GALLON MIN.)

Payment Options

(PLEASE SEE DISCOUNT SECTION ON REVERSE)

1) Pre Pay Bulk Plan:

FIXED PRICE is currently \$ _____. My price less applicable discounts is \$ _____.

Total due amount due for my gallons is \$ _____.

a) Enclosed is check # _____ for \$ _____. This is Full or Half payment.
My second payment of \$ _____ is due no later than September 30, 2007.

b) Please charge \$ _____ to my Visa Master Card Discover Amex.
This is Full or Half payment. Please charge my second payment for \$ _____ on ____ / ____ / 07.
(Second ½ is due by September 30, 2007.)

Card Number _____ Expires _____

2) Budget Plan:

FIXED PRICE is currently \$ _____. My price less applicable discounts is \$ _____.

Total amount due for my gallons is \$ _____.

I agree to pay ten consecutive monthly payments of \$ _____ starting July 10, 2007 and ending April 10, 2008. Prior credit approval is required. Total number of gallons reserved must equal the volume delivered during the previous year.

On the 10th of each month please charge my: Visa Master Card Discover Amex

Card Number _____ Expires _____

Please bill me each month instead.

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR TERMS AND ADDITIONAL INFORMATION

Customer Signature

Date

Sandri Companies Signature—confirms receipt of payment.

Date

ADDITIONAL TERMS of the AGREEMENT

FIXED-PRICE DISCOUNTS AVAILABLE

- | | |
|--|---|
| 1. Seniors (age 62 or older): | You may deduct \$0.03 per gallon from the above prices, plus |
| 2. Volume/Loyalty benefit: | If Sandri delivered at least 500 gallons to you last year and you sign up for at least 500 gallons again this year, you may deduct \$0.01 per gallon from the above prices, plus |
| 3. If customer is making Early Prepayment for bulk purchases: | |
| For a single full payment before July 2, 2007: | discount is \$0.02 per gallon |
| For a single full payment before July 20, 2007: | discount is \$0.01 per gallon |

Product quantities available at the price levels offered are limited; subsequent offerings may have higher or lower prices, subject to change without notice. For those who choose to commit to a supply contract at this time, the fixed price will be secure and will not change regardless of future market conditions.

Fixed price protection ends June 15, 2008. It will end sooner if: all reserved gallons have been delivered, payments are late, gallons delivered would exceed the account credit limit, or if both parties agree to replace this contract with a new one. The fixed price is not secured unless the company has received both a signed agreement and a payment. Customer accounts must have a credit or a zero balance due prior to enrollment.

The Sandri Companies maintain one account per customer; therefore, any other purchases (heating equipment repairs) will initially appear on statements to be deducted from customer's oil account. Payment of the other charges within 30 days will restore the corresponding amount of reserved gallons to be delivered under the terms of this agreement.

It is expected that delivery will be on Sandri's "automatic" degree-day/k-factor schedule. These **automatic, fill-the-tank deliveries will continue even after all reserved gallons have been used up, subject to credit limits, unless Sandri is notified otherwise. Gallons delivered in excess of this agreement will be at the daily posted price in effect on the day of delivery, which may be different than the reserved-gallon price. Minimum delivery size is 150 gallons, regardless of the number of reserved gallons remaining.**

Customers who wish to schedule their own deliveries must give at least 48 hours advance notice or pay additional special delivery charges that apply to unplanned & emergency services. These customers must write the words "WILL CALL" at the top, right, front corner of this document above the entry marked "Acct.#_____".

Any customer relocating outside our trading area may cancel this agreement by giving written request for full refund of remaining credit balance to their new address. Refunds for undelivered reserved gallons will otherwise be available after the program ends on June 15, 2008, subject to a cancellation fee of \$0.25 per gallon not taken if the number of gallons actually delivered has not equaled at least 60% of the total volume reserved.

The Sandri Companies shall not be obligated to perform under this agreement if prevented from doing so by any local, state, or federal regulations governing any energy crisis, or other events beyond our control, which may interrupt, limit, or halt the supply of heating oil. Should events or regulations effectively cause Sandri to terminate this agreement; the credit balance will be promptly refunded.