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AUTOMATIC DELIVERY AGREEMENT

This agreement made on _____, 20____ by and between Philly Fuels Inc. with a mailing address of PO Box 325; Philadelphia, NY 13673 (hereinafter "PFI") and _____ (Acct # _____) with an address of _____; _____, NY _____ (hereinafter "Customer"), under the following terms and conditions:

1. Customer agrees to accept heating fuel from PFI on an automatic degree day delivery schedule with said heating fuel delivered to the following premises: _____; _____, NY _____ (hereinafter the "Customer's Premises").
2. Customer must have an approved credit application on file with PFI to be enrolled in the Automatic Delivery Program. PFI expects payment within thirty (30) days of billing date. PFI will apply a finance charge of 2% per month (24% 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. PFI 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. PFI works hard on these calculations to prevent runouts. Customer shall inform PFI of any change in the structure of your home or how you use your heating equipment. Examples of such changes include, but not limited to: start/stop burning wood, extra people staying in the home, extended vacation, etc. Additionally, automatic delivery schedules are designed to be year round. Canceling and turning on automatic delivery due to the season changes is highly discouraged and PFI cannot guarantee you will not run out.
5. PFI 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 of 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. PFI is always ready to work with customers to help them protect their assets. PFI is not and will not assume the role of Caretaker of the Customer's home at any time.
6. This Automatic Delivery Agreement is required in order to enroll in any separate price protection agreement offered by PFI. 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. 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 Philly Fuels Inc.; PO Box 325; Philadelphia, NY 13673, by fax to (315)642-0107, or by email to office@phillyfuelsinc.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 PFI to add a special winter fuel treatment during deliveries occurring between October 1 and March 31 if delivering to an outdoor tank to avoid gelling, 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/tank so delivery personnel are able to safely make deliveries when they are due.
10. PFI reserves the right to delay oil deliveries if conditions are unsafe.
11. PFI reserves the right to hold or refuse delivery or terminate this Automatic Delivery Agreement if Customer's account has balance over 30 days past due. From November 1st thru April 15th, PFI will notify Customer of held or refused delivery by telephone, email or mail. PFI will notify Customer of Automatic Delivery Agreement termination by mail.
12. PFI reserves the right to charge delivery and/or restart fees to Customer if Customer needs an emergency delivery of heating

fuel resulting from PFI holding or refusing delivery to Customer because Customer's account has balance 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 PFI should let Customer run out of heating fuel due to no fault of the customer. If tank is not actually out, fee will be charged. PFI does reserve the option to send a service technician with 10 gallons of fuel to restart the system. PFI will then send a delivery truck to fill the tank during regular hours.

14. PFI 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 PFI which may interrupt, limit or halt the supply of heating fuel. If laws, regulations or events effectively cause a termination of this Agreement, then any credit balance due to Customer shall be refunded by PFI within thirty (30) days of the termination fo this Agreement.

15. PFI will notify Customer thirty (30) days in advance of any change to the terms and conditions in this Automatic Delivery Agreement.

Payment Option: **Discounts described below are deducted from daily retail price, commonly referred to as the charge price.

Payment we will handle:

Budget Auto Post – 12 monthly payment, starting in June and balance paid in full in May = \$0.15/gallon discount if there is a credit balance on your account. Monthly payment gets processed when statements are generated within the first few days of the month. (Complete Credit Card box below.)

Auto Pay – Payment will automatically be applied to the credit/debit card you put on file. Payment will be processed on the Monday after the delivery is made. No discounts allowed. (Complete Credit Card box below.)

* **Credit Card Information for Budget Auto Post or Auto Pay:** *
* Credit Card # _____ Expiration Date: ____/____ CVV# _____ *
* Name on Card: _____ *
* Card Billing Address: _____ Billing Zip: _____ *
* Authorized Signature: _____ *

Payments you handle:

Prompt Cash/Check – Payment with cash/check within 10 days of delivery = \$0.15/gallon discount.

Budget – 12 monthly payments, starting in June and balance paid in full in May = \$0.15/gallon discount if there is a credit balance on your account. (Separate payment agreement required.)

Online Payment – Payment made online via your online account portal via credit/debit card or eCheck. No discounts allowed.

Regular Payment – Payment made at the daily retail price via check, cash, credit/debit card within 30 days of delivery. Discount price has expired.

What is the best way to contact you?

Cell Phone: _____ Home Phone: _____ Email: _____

_____ I would like to receive my statements via email.

_____ I would like access to my online account. HIGHLY RECOMMENDED! With the north country weather, invoices often blow away. With online account access, you can receive notifications via email that a delivery was made. You can also look up your previous usage, current balance owed, etc.

Signature: _____ Date: ____/____/____

Print Name: _____