

**Marquis Heating, Inc Heating Oil Price Protection Contract**  
**“Customer” refers to the signatory of this contract throughout.**

1. **Automatic Delivery.** Customer agrees that Marquis Heating, Inc is the sole supplier of heating oil and/or propane and agrees to accept deliveries by automatic delivery from Marquis Heating, Inc. Customer agrees to provide Marquis Heating, Inc safe access to your oil tank and/or propane tank at all times. Request for tank top-offs are not permitted under this program. ***We will not make any #2 deliveries to oil tanks either outside or in an unheated space after October 1<sup>st</sup> through April 30<sup>th</sup> of each year without a signature on file giving us authorization to do so.***
2. **Acceptance.** Customer agrees that gallons contracted under this agreement start on October 1<sup>st</sup>, 2020 and end on April 30<sup>th</sup> 2021. **The Customer and Marquis Heating, Inc. must sign and returned the signed contract to both parties.** Electronic signatures are accepted as written signatures. The Customer having signed this agreement, assumes the risk if the retail price fall below the pre-pay price.
3. **Minimum Purchase.** The minimum pre-buy purchase is 400 gallons of heating oil and 400 gallons of propane.
4. **Customer Price** The price per gallon is quoted daily and includes all taxes at the time. Should new laws and regulations add to these taxes, Marquis Heating, Inc reserves the right to invoice the customer for the difference.  
***Customers Initials \_\_\_\_\_***
5. **Program deliveries.** Program deliveries will commence on **October 1<sup>st</sup>, 2020**. All sales are final and are not subject to change or alteration. This program will expire when all your contracted gallons are delivered or on **April 30<sup>th</sup>, 2021**, whichever comes first. All fuel deliveries made beyond your contracted gallons or after April 30<sup>th</sup>, 2019 will be based on Marquis Heating’s daily delivery price.
6. **Credit Terms.** Receipt of program fee, submittal of this signed document or e-mail approval reply constitutes acceptance of this contract. All charges or outstanding balances must be paid in full before the customer can participate in any program. Accounts with past due balances are subject to program cancellation. You will pay Marquis Heating, Inc the cash sale price plus applicable taxes, for all goods and services charge to your account (plus Finance Charges, if any) in full, within 7 days from the date of invoice or as required by your monthly budget plan. Your original Retail Credit Agreement for payment terms is still in effect under this contract.
7. **Program Definitions. FIXED PRICE:** A fixed price per gallon does not change for the duration of this contract, until all your contracted gallons are delivered, or on April 30<sup>th</sup>, 2019, whichever comes first.
8. **Early Termination/Liquidation of Contract.** Marquis Heating, Inc pursuant to Maine law, has sustained the cost of securing wholesale heating oil in order to make this offer to the Customer. If the Customer breaches this contract prior to the delivery of all contracted gallons or prior to April 30<sup>th</sup>, 2019, the Customer agrees to liquidate Marquis Heating, Inc’s damages for the cost of acquiring the heating oil for the Customer and for Marquis Heating, Inc’s associated expenses. **Liquidated damages are calculated as Customers contracted gallons, less any gallons delivered pursuant to this agreement, times the Liquidation value + \$100.00 administrative fee.**  
***Customer Initials \_\_\_\_\_***
9. **Liquidation Value.** The Liquidation Value is defined as the difference between agreed PRICE and the New York Mercantile Exchange (NYMEX) nearby month closing price for #2 heating oil on day of liquidation. Propane will use Mt Belvieu.

The terms of this agreement are contained on more than one page

10. **Refunds.** Program fees are not refundable should customers not receive all their contracted gallons prior to April 30<sup>th</sup>, 2019. All remaining gallons will be converted back to a cash value to be used for future deliveries at the current daily price or applied towards future price protection programs. *Customer Initials*
  
11. **Purchase of Futures Contracts.** Marquis Heating, Inc., in accordance with Maine State Law has purchased the required minimum futures contracts through our suppliers to enable it to make this contract.
  
12. **Force Majeure.** Marquis Heating, Inc. is not responsible for events beyond its control or Acts of God that prohibit Marquis Heating, Inc., from fulfilling this contract. Events beyond Marquis Heating, Inc control may include Acts of God, interruption of wholesale supply to Marquis Heating, Inc., failure of common carries, terrorism, civil commotion, war, riots, labor unrest, failure of public utilities and under any such circumstances, Marquis Heating, Inc. may cancel this contract.
  
13. **Available Gallons.** This offer is valid only until Marquis Heating, Inc. sells its contracted gallons as sited in item #11 of this contract.
  
14. **Deliveries after Program Ends.** After this contract terminates as cited in item #4 the customer agrees to remain on automatic delivery at a price of the prevailing rate per gallon at the time of delivery of heating oil and/or propane as supplied by Marquis Heating, Inc. until such time as the customer either signs a new fixed price fuel contract or provides Marquis Heating, Inc. with a written request to terminate deliveries. Written request may be by postal letter or email. *Customer Initials* \_\_\_\_\_
  
15. **Governance.** This agreement shall be governed by and construed in accordance with the laws of the State of Maine.
  
16. **Entire Agreement.** The terms of this program are the entire agreement between the Customer and Marquis Heating, Inc. for Price Protection Deliveries. There shall be no changes, verbal or written, accepted to the terms and conditions set forth herein.

The terms of this agreement are contained on more than one page

Page 2 of 3      *Customer Initials:* \_\_\_\_\_

Marquis Heating, Inc  
379 Kirkland Rd  
Old Town, Me 04468

I wish to purchase the following products

#1 Kerosene \_\_\_ or #2 Fuel Oil \_\_\_ 400 Gallon minimum purchase, Price per Gallon \_\_\_ Total \_\_\_\_\_

I have [  ] tank(s) and I understand that this contract is in effect for Account# \_\_\_\_\_ and other tanks to be filled will require a separate pre-buy account.

Do you have an outside tank or a tank in an unheated space? Yes \_\_\_ No \_\_\_ We cannot make any #2 Fuel deliveries to outside tanks or tanks in unheated spaces after October 1<sup>st</sup> through April 30<sup>th</sup> of each year without a signature on file giving us authorization to do so. If you answered yes then please fill out and sign the additional tank form.

#6 Propane [ \_\_\_\_\_ ] 400 Gallon minimum purchase, Price per Gallon \_\_\_\_\_ Total \_\_\_\_\_

Should you own your own propane tank, we will need to have proof of the ownership of the tank(s). If the receipt of ownership is a letter from you stating you own the tank, we will not be liable for fuel in the tank should another propane company pick up the tank due to ownership rights.

Credit Applied Towards Plan \_\_\_\_\_ Total Amount Paid \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Acct# \_\_\_\_\_ Date \_\_\_\_\_

Marquis Heating Signature: \_\_\_\_\_ Date \_\_\_\_\_

Customer Billing Address \_\_\_\_\_

Customer Delivery Address \_\_\_\_\_

Customer Home/Cell Phone \_\_\_\_\_ Customer Work Phone \_\_\_\_\_

Customer E-mail Address \_\_\_\_\_

**BOTH PARTIES ARE REQUIRED TO SIGN. THIS AGREEMENT IS VOID WITHOUT BOTH SIGNATURES**

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Page 3 of 3 *Customer Initials:* \_\_\_\_\_