



Hometown Oil, LLC  
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2022-2023 Contract Terms

## Hometown Oil Guarantee

As required by the NH Attorney General under RSA 339:79, IV, we **guarantee** to have the gallons you buy secured with our suppliers. We obtain these gallons by purchasing physical supply contracts and /or hedging these gallons with calls and puts.

## Terms and Conditions:

1. All contracts are for #2 heating oil unless otherwise specified.
2. The contract price is used for specified gallons delivered between October 1, 2022- April 30, 2023. Other deliveries are billed at market price with the balance due.
3. Once the contract period expires, any remaining monies are applied to future deliveries at the daily price and accounts will remain on automatic delivery until we are notified in writing.
4. EZ pay renews yearly. You will be notified of new payment amount and can opt out at that time.
5. The Cap plan renews yearly. The timing of renewal may not coincide with the EZ pay renewal. The Cap price / premium, (\$.55) will vary each year based on market conditions. You will be notified of the renewal and can opt out at that time.
6. To access the fill pipe, driveways are used for deliveries. We require clear access to the fill pipe including removal of snow and ice and will not be responsible for any damages / costs incurred if we are unable to deliver due to inaccessibility.
7. With automatic delivery, full tanks of oil will be delivered exclusively from Hometown Oil.
8. All information is used strictly for Hometown Oil and will remain private and confidential.
9. Oil is delivered when our system calculates it is needed so we cannot be held responsible for issues due to running out of oil if usage changes and / or alternative sources of heat are utilized at any time. Due to the cost, if our emergency oil delivery service is utilized and the issue is service related, after hour charges apply.
10. The downside price protection and administrative fees are non-refundable.
11. Early Termination / Cancellation Fee = \$1.50 x Remaining Gallons
12. Non Consumption Fee: As we pre buy your fuel at a set price, if market prices go below your contract price and you do not use all gallons ordered, we have the right to access a non-consumption fee shown below:
  - Non Consumption Fee = (Lock in Price – Market Price) x Remaining Gallons Unused
13. Due to aggressive contract pricing, no coupons, discounts, or special offers can apply.
14. Any disruption in payment may delay delivery. If balance is outstanding over 30 days, credit card will be charged for amount due including finance, transaction, and cancellation fees.
15. We cannot be held responsible for damage caused from congealed oil in outside tanks due to various factors causing oil to gel beyond our control. Our blend product will not freeze under normal conditions.
16. Force Majeure:
  - We recognize that our customers understand that Hometown Oil, LLC may be prevented from supplying fuel oil at this price due to factors beyond our control. This serves as agreement that we shall not be held liable for any damages caused by delay or failure to perform to supply fuel oil at the price specified to the extent that failure is due to any factors beyond our control. Factors include but are not limited to, acts of God, unusually severe weather, war, strikes, fires, floods, failure of public utilities, common carriers or suppliers to provide raw materials, energy or other supplies or services to Hometown Oil requirements of applicable federal, state, local, foreign governmental laws, rules.
16. **Automatic Debit Terms:** I authorize Hometown Oil to debit my bank account. I have provided a copy of a voided check that contains my Bank name, Bank Account Type, Bank ABA routing number, and bank account number. EZ payment is processed on the 15th of each month. If I wish to change the bank account, I must send the request in writing or via e-mail and pay any balance