



Hometown Oil, LLC  
300 Constitution Ave, Suite 1  
Portsmouth, NH 03801  
Ph: 603-501-4555  
[www.hometown-oil.com](http://www.hometown-oil.com)  
[info@hometown-oil.com](mailto:info@hometown-oil.com)

## **Terms and Conditions**

*When placing an order or receiving delivery, all terms and conditions apply.*

- Fuel supplied is #2 heating oil and/or blended product for outside tanks, as well as on/off-road diesel, sourced locally in Portsmouth.
- All customer information remains private and confidential; Hometown Oil (HTO) may use contact information to share relevant
- Accounts on automatic delivery will remain active unless otherwise notified in writing. Full deliveries will be made exclusively by HTO.
- Failure to maintain timely payment may delay delivery. Balances over 30 days past due may be charged to the card on file, including applicable fees. Returned payments (check/EFT) will incur a \$35 fee.
- If payment cannot be collected, HTO is not liable for resulting damages or fuel outages. Emergency delivery fees may apply.
- Deliveries are scheduled based on system estimates. HTO is not responsible for issues resulting from running out of oil. Customers must notify us of any usage changes or alternative heat sources.
- I authorize HTO to use my driveway for deliveries and hold them harmless for any resulting damage, including from soft or seasonal conditions.
- Clear access to the fill pipe is required, including removal of snow and ice. HTO is not responsible for missed deliveries or related costs due to inaccessibility.
- HTO reserves the right to refuse delivery at its discretion if conditions (including snow, ice, or other hazards) are deemed unsafe. We are not responsible for any resulting damages or fuel outages.
- The homeowner is responsible for ensuring the tank and all associated equipment are in proper working condition.
- After-hours or emergency/same day deliveries may incur additional fees and are provided at HTO's discretion.
- HTO reserves the right to correct any typographical or clerical errors in pricing or payment quotes.
- We are not liable for issues caused by fuel gelling in outside tanks due to conditions beyond our control.
- In the event of over-delivery, the customer is responsible for payment, with reasonable terms provided.
- In the event of supply shortages, deliveries may be delayed, limited, or allocated at HTO's discretion.
- Force Majeure: HTO is not liable for failure to supply fuel due to events beyond our control, including but not limited to severe weather, supply shortages, or regulatory changes.
- Automatic Payment Terms: I authorize recurring payments as agreed. EZ Pay is processed on the 15th of each month or business day prior. Account changes must be submitted in writing or by email, and any balance must be paid.

## **Price Plan Additional Terms and Conditions**

- As required under RSA 339:79, IV, we secure all contracted gallons through physical supply or hedging.
- Contracts apply to #2 heating oil unless otherwise specified.
- Contract pricing applies to specified gallons delivered between October 1, 2026 – April 30, 2027. Other deliveries are billed at market price.
- Remaining balances after the contract period will be applied to future deliveries at market price or can be refunded within 30 days if requested. Accounts remain on automatic delivery unless canceled in writing.
- EZ Pay renews annually; customers will be notified and may opt out.
- Cap Plans renew annually; pricing and timing may vary. Customers will be notified and may opt out.
- Downside Price Protection (DPP) costs \$0.45 and is used to buy hedging coverage for contracted gallons when plan is confirmed. There is no refund if there are unused contracted gallons. The DPP is separate from the purchase price of heating oil and is not held as payment / or credited back for future fuel deliveries if total contracted gallons are unused.
- Early Termination / Non Consumption: \$1.50 x remaining gallons may apply if 25% or more of contracted gallons remain on April 30.
- No coupons, discounts, or promotions apply to contract pricing.
- Tariffs and Adjustments: If government-imposed tariffs, taxes, or surcharges increase oil costs after a plan is established, HTO may adjust pricing accordingly. Adjustments will reflect the per-gallon impact, will be communicated to customers, and are non-negotiable.
- Contact information for the NH Department of Justice Consumer Protection Hotline: 603.271.3641