

A. W. PETERS, INC.
Quality Heating Oils, Sales & Service
603-924-3388 or 603-924-3953 www.awpeters.com

2010-2011 Budget Collar Program

Name _____ Acct # _____
Estimated Gallonage _____ x \$3.00 per gallon estimate
Estimated Annual Cost _____
Less Any Credit _____
Adj. Est. Annual Cost _____
Budget Payment Amount _____ per month for 10 months.

Please remember these are only estimates and A.W. Peters, Inc. reserves the right to adjust the budget payment if needed. That would occur if the price per gallon stays at the higher end of the collar thereby increasing the average per gallon cost. Or if consumption exceeds the estimated usage. In some cases we may allow an eleventh budget payment in May to make up the difference rather than an increase in your payment. **Deadline for signing up for the COLLAR program is June 1st, 2010.**

This contract is to confirm that the above named customer or parties acting on their behalf, agree with A. W. Peters, Inc. to purchase heating oil to be consumed during the 2010-11 heating season. Beginning July 1, 2010 and ending April 30th, 2011 A.W.Peters, Inc. guarantees to deliver the contracted gallons of fuel on an automatic delivery basis. The maximum price or high end of the collar is \$3.299 per gallon. The minimum price will be \$2.799 per gallon. You will always receive the cash price of the day less any senior discounts, as long as the price falls within the collar parameters. If it goes to \$4.00 per gallon your price is capped at \$3.299, if it fell to \$2.00 per gallon your price will be \$2.799 per gallon.

Any gallons delivered above the contract volume will be priced at the current market price on the day of delivery. Automatic deliveries will continue after your contracted gallons are gone, unless you notify the office in writing and instruct us to stop deliveries. Final contract deliveries at the end of the season will be done as long as the tank will take a minimum of 100 gallons. (5/8 on the gauge).

The customer guarantees to take full delivery of the fuel purchased at the pre-determined rates. If less than 80 % of the contracted fuel is consumed in the contract period, A.W. Peters, Inc. may at its discretion impose a fee to collect the unused portion of the gallonage. That fee shall be the greater of \$500.00 or the unused gallons x the contract price. Any credit balances on May 31st, 2011 will be applied to the next year's contract or refunded if requested, as long as the customer has fulfilled his consumption obligation. Budget payments are due by the 10th of each month with a grace period extending to the 15th. Any budget that falls 30 days into arrears without the consent of A.W. Peters, Inc. will be subject to suspension of price protection, or if deemed necessary, considered in breach of contract. All charges for tune-ups and service calls are to be paid separately.

A.W. Peters, Inc. reserves the right to suspend any pricing plan and cannot be held liable for any interruptions in oil supply or changes beyond our control, including incidents of government regulation, foreign policy decisions, or natural disasters that temporarily or permanently affect our ability to purchase heating oil from our suppliers.

A. W. PETERS, INC.

Customer sign & date

Please return this signed form to POB 550 Peterborough, or fax to 603-925-3289. You can also scan and return by email to awpeters@monad.net. If you use email, for security, please do NOT include your credit card number, you can call us at 603-924-3388.