



Energy Co-op of Vermont: 2010/11 Fixed Price Pellets Budget Plan

Name _____ Acct. Number _____

Delivery Address _____

City _____ State _____ Zip _____

Email Address _____

Cell Phone: _____

Daytime/Work Phone: _____

Evening Phone: _____

(Please add/update this information – especially your email address - as necessary)

This is an agreement for my monthly payments and wood pellet deliveries from August 1, 2010 through June 30, 2011 (the "Season") by the Energy Co-op of Vermont (the "Co-op").

- I am ordering _____ tons of wood pellets manufactured by Vermont Wood Pellets, LLC, ("Wood Pellets") to be delivered by the Energy Co-op of Vermont during the Season.
- I am using a price of \$_____/ton, delivered, to calculate my monthly payments under the Co-op's Fixed Price Pellets Budget Plan.

Total Pellets Order: _____ tons

Total Amount Due: \$_____ tons x \$_____/ton

My Monthly Payments: \$_____ (Total Amount Due divided by 11)

- I agree to make monthly payments to the Co-op of \$ _____ per month during the Season.
- By signing below I hereby acknowledge that I have reviewed the terms and conditions set forth on the second page of this agreement and agree to such terms and conditions.

Signature: _____ Today's Date: _____

Please choose your preferred payment method:

1. Check or Money Order:

August Payment: \$ _____

Co-op Membership: \$ 12.00

Account Balance \$ _____

Total Enclosed: \$ _____

2. Credit or Debit Card

Please charge the "Total Enclosed" amount above, my monthly payments, and any balance due at June 15th, 2011 to my:

Credit Card: _____ Debit Card: _____ Expiry Date: _____

Card Number: _____ Card Type: ___ Visa ___ MC

This offer is limited to 20 Co-op members or 50 tons of Wood Pellets, on a first-come basis, and expires on August 31, 2010. To enroll, please complete this form and fax or mail it back to us. Thank you!

OVER >

P. O. Box 111
73 Prim Rd., Suite 3
Colchester, VT 05446

Phone: (802) 860-4090
Fax: (802) 951-9157
Toll-free: (866) 626-4328

email: info@ecvt.net
www.ecvt.net

Terms and Conditions

These terms and conditions shall apply to my agreement for monthly payments and deliveries of wood pellets manufactured by Vermont Wood Pellets, LLC, ("Wood Pellets") from August 1, 2010 through June 30, 2011 (the "Season") by the Energy Co-op of Vermont (the "Co-op") under its "Fixed Price" Pellets Budget Plan for Co-op members ("Fixed Price Pellets Budget Plan Members").

- Fixed Price Pellets Budget Plan Members hereby purchase the number of tons of Wood Pellets shown on the first page of this agreement at the price shown. This is the total number of tons purchased under this Agreement and is the maximum amount that the Co-op will deliver to you at this fixed price during the Season.
- During the Season, changes in the Co-op's Wood Pellets prices will not change the price Fixed Price Pellets Budget Plan Members pay for Wood Pellets purchased under the terms of this Agreement.
- Fixed Price Pellets Budget Plan Members agree to make monthly payments to the Co-op during the Season. These payments are due by the 20th day of each month.
- If Fixed Price Pellets Budget Plan Members fail to make a payment within 30 days of the due date, the Co-op has the right to terminate this agreement immediately upon written notice to the Fixed Price Member.
- This signed and completed agreement is due by August 31, 2010 and must be included with payment of the amount shown as "Total Enclosed" on the first page of this agreement.
- If Fixed Price Budget Plan Members do not take delivery of at least 75% of the number of tons of Wood Pellets purchased hereunder as shown on the first page of this Agreement by April 30, 2011, the last date that the Co-op will deliver Wood Pellets during the Season, the Co-op may offset against the amounts paid under this Agreement liquidated damages equal to \$50/ton of Wood Pellets purchased hereunder but not delivered.
- The Co-op has entered into contracts to purchase at fixed prices, below those quoted in this Agreement, at least 75% of the Wood Pellets required to meet its obligations under all its Fixed Price Pellets Budget Plan contracts.
- Fixed Price Pellets Budget Plan Members agree to contact the Co-op at least three weeks before they require a Wood Pellets delivery during the Season.
- For any month in which Fixed Price Pellets Budget Plan Members accounts have a credit balance, they will receive simple interest on such credit balances calculated at an annual rate of 3% (0.25% per month). All accrued interest will be credited to their accounts and will be applied towards future purchases or service work or paid at the expiration of the Season as provided for below.
- If a Fixed Price Pellet Plan Member's account has a credit balance at the end of the season, the Co-op may apply this credit balance towards future deliveries, unless the Fixed Price Pellet Plan Member requests a refund, in writing, by June 15th, 2011. All such refund requests will be satisfied by the Co-op on or before June 30th, 2011.
- This Fixed Price Pellet Plan offer is limited to 20 Co-op members or 50 tons of Wood Pellets, on a first-come basis, and this offer expires on August 31, 2010.