



## Energy Co-op of Vermont: Pre-Buy Oil Contract

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 advance purchase of oil to be delivered from July 1, 2010 through June 30, 2011 (“Pre-Buy Season”) by the Energy Co-op of Vermont (The “Co-op”). The following terms and conditions apply:

- I agree to purchase the number of gallons of heating oil shown below, priced at \$2.79/gallon. This is the total number of gallons purchased under this Agreement and is the maximum amount that the Co-op will deliver to you at this fixed price.
- 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. These terms and conditions are intended to comply with legislation adopted by the State of Vermont (9 V.S.A. §2461e) to the extent applicable.

Signature: \_\_\_\_\_ Today’s Date: \_\_\_\_\_

### 1. For the 2010/11 Pre-Buy Season (July 1, 2010 – June 30, 2011), I am purchasing:

[  ] Heating Oil \_\_\_\_\_ gallons x \$2.79/gallon = \$ \_\_\_\_\_

(400 gallon minimum)

Account Balance \$ \_\_\_\_\_

Co-op Membership: \$ 12.00

Total Enclosed: \$ \_\_\_\_\_

### 2. Credit or Debit Card

Please charge \$ \_\_\_\_\_, 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 30 Co-op members or 20,000 gallons of heating oil, on a first-come basis, and expires on July 30th, 2010. To enroll, please complete this form and fax or mail it back to us. Thank you!

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

**OVER >**

## Terms and Conditions

These terms and conditions shall apply to my agreement for my pre-buy purchase and heating oil deliveries from July 1, 2010 through June 30, 2011 ("Pre-Buy Season") by the Energy Co-op of Vermont (the "Co-op") under its Pre-Buy plan for Co-op members ("Pre-Buy Members").

- Pre-Buy Members hereby purchase the number of gallons of heating oil shown on the reverse side of this document at a price equal to \$2.79/gallon. This is the total number of gallons purchased under this Agreement and is the maximum amount that the Co-op will deliver to you at these fixed prices during the Pre-Buy Season.
- During Pre-Buy Season, changes in the Co-op's heating oil prices will not change the price Pre-Buy Members pay for heating oil purchased under the terms of this Agreement.
- Deliveries made before or after Pre-Buy Season will not include heating oil purchased under this Agreement and Pre-Buy Members agree to be billed for these deliveries at regular Co-op prices – which may be higher or lower than the fixed price shown on the first page.
- Pre-Buy Members agree that the Co-op will schedule them for automatic deliveries when their tanks are estimated to be about one third full. If Pre-Buy Members want to request changes to their automatic delivery schedule, or to put their account on hold before or after Pre-Buy Season, they will call the Co-op to request this change. Notwithstanding the foregoing, Pre-Buy Members agree that the failure to take delivery of at least 75% of the oil purchased hereunder shall constitute a breach of this Agreement.
- If during Pre-Buy Season, Pre-Buy Members do not take delivery of at least 75% of the number of gallons of heating oil purchased hereunder as shown on the reverse side of this Agreement, the Co-op may offset against the amounts paid under this Agreement liquidated damages equal to \$0.60 per gallon of oil purchased hereunder but not delivered. It being agreed to and acknowledged by the Pre-Buy Members and the Co-op that due to fluctuations in the market price of oil and derivative securities purchased by the Co-op, it would be very difficult if not impossible to calculate actual damages that the Co-op suffers a result of its Pre-Buy Members not taking delivery of oil purchased under this Agreement and that a price of \$0.60 per gallon is a fair and reasonable approximation of actual damages. The liquidated damages provided for herein are compensatory in nature and are not intended to be a penalty.
- The Co-op has entered into contracts to purchase at fixed prices, below those quoted in this Agreement, at least 75% of the heating oil required to meet its obligations under all its Pre-Buy contracts.
- Under this Agreement, the total amount that Pre-Buy Members have to pay is shown on the reverse next to the heading "Total Enclosed." Pre-Buy Members must pay the "Total Enclosed" amount by July 30th, 2010. This signed and completed contract must be included with their payment.
- If during the Pre-Buy Season, the Co-op delivers fewer gallons than Pre-Buy Members have purchased under this Agreement, Pre-Buy Members will receive (in lieu of any additional deliveries for oil purchased pursuant to this Agreement) a credit to their account, which shall be calculated by multiplying the total gallons purchased but not delivered by \$2.79 minus any liquidated damages that may be due as provided for herein. The Co-op may apply this credit balance towards future deliveries or service work, unless the Pre-Buy Member requests a refund, in writing, by June 30, 2011. All such refund requests will be satisfied by the Co-op by July 15, 2011.
- This offer is limited to 30 Co-op members or 20,000 gallons of heating oil on a first-come basis, and this offer expires on July 30th, 2010.