



Energy Co-op of Vermont: "Smart Choice" Plan

Name _____ Acct. Number _____

Delivery Address _____

City _____ State _____ Zip _____

Email Address: _____

Cell Phone: _____

Daytime/Work Phone: _____

Evening Phone: _____

(Please update the above information – especially your email address - as necessary)

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

- I agree to make monthly payments to the Co-op of \$ _____ per month during the Season. This amount has been calculated by the Co-op based on my estimated oil use of _____ gallons for 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. 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: _____

Please choose your preferred payment method:

1. Check or Money Order:

July Payment: \$ _____ *

Co-op Membership: \$ 12.00

Account Balance \$ _____

Total Enclosed: \$ _____

* Total estimated cost of your Smart Choice plan is \$ _____, which includes \$ _____ for price protection.

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 750 Co-op members or 500,000 gallons of oil, on a first-come basis, and expires on Friday July 30th, 2010. To enroll, please complete this form and mail or fax 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

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Terms and Conditions

These terms and conditions shall apply to my agreement for monthly payments and heating oil deliveries from July 1, 2010 through June 30, 2011 (the "Season") by the Energy Co-op of Vermont (the "Co-op") under its "Smart Choice" Plan for Co-op members ("Smart Choice Plan Members").

- Smart Choice 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 Smart Choice 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 Smart Choice Member.
- This signed and completed agreement is due by Friday July 30th, 2010 and must be included with payment of the amount shown as "Total Enclosed" on the first page.
- Monthly payments are estimated payments only and will be applied by the Co-op against actual fuel deliveries made during the season, except that a portion of the payment(s) in the amount shown as "Price Protection" on the reverse will pay for the cost of price protection options purchased by the Co-op. Price Protection payments are non-refundable. Smart Choice Plan Members agree that all heating oil purchased from the Co-op under this Agreement will be at the Co-op's daily price at the time of delivery, subject to a maximum capped price of \$2.99 a gallon during the season. Because actual heating oil prices and consumption may vary, the total number of gallons purchased and the total amount paid under this Agreement will not be determined until the end of the season, at which time the Co-op will adjust Smart Choice Plan Member accounts accordingly and send all Smart Choice Plan Members either a final bill or a credit notice in early July 2011. Final bills are payable in full by July 15th, 2011.
- For deliveries made both before and after the Season, Smart Choice Plan Members agree to be billed at the Co-op's daily prices, which may be above or below the capped price of \$2.99 a gallon.
- Smart Choice Plan Members agree that the Co-op will schedule them for automatic fuel deliveries whenever their tanks are estimated to be about one-third full.
- The Co-op has entered into contracts to purchase, at fixed prices below the capped prices quoted in this Agreement, at least 75% of the heating oil required to meet its obligations under all its Smart Choice Plan agreements.
- For any month in which Smart Choice 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 Smart Choice 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 or service work, unless the Smart Choice 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 Smart Choice Plan offer is limited to 750 Co-op members or 500,000 gallons of heating oil, on a first-come basis, this offer expires on Friday July 30th, 2010.