

SWANSON FUEL, INC.

AUTOMATIC FUEL DELIVERY AGREEMENT

Customer Name: _____
Property Address: _____
Telephone Number: _____

The person named above ("Customer") requests automatic heating oil delivery for the above premises (the "Premises") to be provided by Swanson Fuel, Inc. ("Company") and hereby agrees to purchase heating oil for Premises exclusively from Company. Agreement shall be from the date first set forth below for one year, where upon the Agreement shall automatically extend for successive one-year periods from such date.

- **Purchase** - The Company will deliver heating oil to the Premises on an automatic delivery basis, unless otherwise noted on this agreement. Customer agrees to pay the "established price" for the oil, the "established price" being the price Company charges regular customers on the same day as the delivery to the Premises and which is subject to change on a daily basis. A delivery ticket showing the gallons delivered and price for the delivery will be left at the Premises each time a delivery is made. Payment will be made after delivery via a credit card kept on file. Delivery will be made based on Company's reasonable assumptions of usage and further subject to availability of supply to Company. If Customer runs out of oil and is not in default of this agreement, Company will make an emergency delivery at no additional charge above the "established price" for the oil.
- **Default and Collection Costs** - Customer will be in Default of this agreement if any balance is not paid on or before the due date for the payment. If Customer is in Default, Company may, without advance notice, cease further delivery. Any delinquent balance shall bear interest at the lesser of the maximum rate allowed by law or 18% per annum, and Customer will be responsible for all reasonable costs incurred by Company to collect all amounts due from Customer, including a reasonable attorney's fee.
- **Cancellation** - Both Customer and Company may terminate this agreement upon one (1) business day advance **written** notice to the other party. **By CT State Law the only acceptable forms of termination are by fax: 203.459.4726 or email: swansonfuel@gmail.com or certified mail to 1485 Monroe Turnpike, Monroe, CT 06468.** If Customer moves from the Premises without advising Company, Customer acknowledges that Customer will remain responsible to pay for all deliveries made to the Premises prior to termination, including paying for deliveries that may have been made after Customer has moved from the Premises.
- **Liability** - Company shall not be liable for any damages to any property, equipment or otherwise due to Customer running out of heating oil.

The undersigned has or have read the above and agree its terms.

Customer Signature

Customer Email Address

Date: _____

**1485 Monroe Turnpike · Monroe, CT 06468 · 203.459.4500 Phone · 203.459.4726 Fax
email: swansonfuel@gmail.com · text: 203.929.5959 · HOD.603**

Swanson Fuel, Inc.

1485 Monroe Turnpike Monroe, CT 06468

203.459.4500 HOD.603

CREDIT/INFORMATION APPLICATION

Name: _____

Delivery Address: _____

Phone #: _____ Cell phone#: _____

Email: _____

Location of fill when looking at house from street: _____

Summer Oil (do you use for hot water?): Yes: _____ No: _____

Amount in Tank at this time: _____ Color of house: _____

Tank size: _____

MasterCard

Visa

Discover

American Express

CC #: _____

Exp Date: _____ 3 digit security code on back: _____

Your billing address for cc:

Same as delivery address: Yes: _____ No: _____

Bill this credit card after every delivery Yes: _____

Customer

Signature: _____

Date: _____