

A.W. Peters, Inc
2011-2012 Budget Cap Program

Name _____

Acct. # _____

Estimated Gallons _____ x est. \$3.60 per gallon estimate

Est. Annual cost \$ _____

Less current Credit Bal \$ _____

Adj. Est. Annual Cost \$ _____

Budget Payment Amount \$ _____ per month for 10 months beginning in July.

Down-side protection Option Cost is .30 per gallon = \$ _____ due with signed contract.

Deadline to sign up for the CAP budget plan is June 3rd, 2011 as we need to know how many options to buy as soon as possible in order to cover everyone that wants down-side protection. The option cost for the Cap program will be due upon receipt of the signed contract. Unless you have enough available credit to totally cover your option cost. If that's the case, we will execute them and invoice you immediately when your contract is signed and returned. Prices are subject to change at any time, without notice, and are not guaranteed until contract is signed and returned.

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 beginning July 1, 2011 and ending April 30th, 2012. A.W.Peters, Inc. guarantees to deliver the contracted gallons of fuel on an automatic delivery basis. The maximum price will be \$3.899 per gallon. There is no limit to how low the price can go. You will always receive the lower of the cap price or the market price on the day of delivery. 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. 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.

Signatures Required _____

A. W. Peters, Inc
Jeffrey S. Peters, President

_____ Customer

Date _____