

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

Name _____ Acct. # _____

Estimated Gallonage _____ x \$3.60 per gallon estimate.

Estimated Annual Cost \$ _____

Less current Credit Bal. \$ _____

Adj. Est. Annual Cost \$ _____

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

Please remember these are only estimates and A.W. Peters, Inc. reserves the right to adjust the budget payment if needed. That would occur if the price per gallon stays at the higher end of the **collar**, thereby increasing the average per gallon cost, or if consumption exceeds the estimated usage. In some cases, we may allow an eleventh budget payment in May to make up the difference rather than an increase in your payment. **Deadline for signing up for the COLLAR program is June 15th, 2011.**

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 during the 2011-12 heating season. 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 minimum price will be \$3.499 per gallon. The maximum price is \$3.999 per gallon.** You will always receive the cash price of the day less any senior discounts.

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, 2012 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.

Signature Required Customer _____ A. W. Peters, Inc. _____
Date _____ Jeffrey S. Peters
President