

# TROIANO OIL COMPANY

aka Anthony Troiano & Sons, Inc.

Heating Oil • Central Air • Gas & Oil Service • Service Contracts

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CT Lic. #0302317 CT Lic. #0202118

H.O.D. Reg. #115

CUSTOMER NAME		DATE	TOTAL GALLONS PURCHASED
STREET		ACCOUNT #	GALLONS x PRICE
CITY, STATE AND ZIP CODE		PHONE	TOTAL COST OF GALLONS
			TAX (IF APPLICABLE)
			CREDIT (IF APPLICABLE)
			SUBTOTAL
			CAP FEE (NON-REFUNDABLE)
			<b>TOTAL DUE</b>

**Capped Pricing Prepay Plan (Plan A)**

initials This plan allows the customer to have a maximum price per gallon. Since the retail price per gallon may fluctuate on a daily basis, the customer will be charged the capped price or the retail price, whichever is lower on the day of a delivery. The retail price per gallon will be written on the delivery ticket. The price the customer is charged for oil will not exceed the capped price during the term of the contract. There is a \$95.00 downside protection charge for this program. This charge is non-refundable. This plan must be prepaid in full at the time of the contract signing. The capped price for this plan is \_\_\_\_\_ per gallon plus tax if applicable when paid with a credit card. The discounted capped price for this plan is \_\_\_\_\_ per gallon plus tax if applicable when paid with cash, check or money order only.

**Capped Pricing with Payment Plan (Plan B)**

initials This plan allows the customer to have a maximum price per gallon. Since the retail price per gallon may fluctuate on a daily basis, the customer will be charged the capped price or the retail price, whichever is lower on the day of a delivery. The retail price per gallon will be written on the delivery ticket. The price the customer is charged for oil will not exceed the capped price during the term of the contract. There is a \$95.00 downside protection charge for this program. This charge is non-refundable. This plan allows the customer to pay the total amount due through monthly installments. The first payment is due with the signed contract. **All subsequent payments are due by the 10th of each month. Non-payment of any scheduled budget payments may nullify this contract. Non-payment will cease further oil deliveries until payment is made.** \_\_\_\_\_ ← initials  
 The capped price for this plan is \_\_\_\_\_ per gallon plus tax if applicable when paid with a credit card. The discounted capped price for this plan is \_\_\_\_\_ per gallon plus tax if applicable when paid with cash, check or money order only.

The payment plan is as follows:

May 2014 \_\_\_\_\_ June 2014 \_\_\_\_\_ July 2014 \_\_\_\_\_ Aug 2014 \_\_\_\_\_ Sept 2014 \_\_\_\_\_  
 Oct 2014 \_\_\_\_\_ Nov 2014 \_\_\_\_\_ Dec 2014 \_\_\_\_\_ Jan 2015 \_\_\_\_\_ Feb 2015 \_\_\_\_\_

THE ABOVE QUOTED CONTRACT PRICE EXPIRES ON \_\_\_\_\_ / \_\_\_\_\_ 2014

Acceptance of Contract: Troiano Oil Company agrees to supply you, the customer, with home heating oil on an automatic basis. Troiano Oil Company will be the **SOLE** oil supplier to you, the customer, through the duration of this contract. You, the customer, agree to pay for and accept delivery of the home heating oil in accordance with the terms and conditions of this agreement. The maximum number of gallons of home heating oil that Troiano Oil Company is committed to provide to you at the price set forth in this contract is for \_\_\_\_\_ gallons. Troiano Oil Company has no commitment or obligation to provide home heating oil to you in excess of such amount. This contract is the final binding agreement between you and Troiano Oil Company with respect to the sale of home heating oil. It replaces any other agreement or understanding, whether written or oral, between you and Troiano Oil Company with respect to the sale of home heating oil. This Agreement may not be modified or amended except by a mutual written agreement of both parties. Customer responsible for any taxes due that may be instituted following the execution of this contract and during the entire term of this contract. In addition, it remains the responsibility of the customer for any taxes assessed on the sale or delivery of heating oil following the execution of this contract and during the entire term of this contract.

I agree to the conditions as stated above in this contract and have read and understand the Terms and Conditions as stated on the reverse side of this contract:

\_\_\_\_\_ Customer Signature \_\_\_\_\_ Date

Troiano Oil Company Authorized Representative: \_\_\_\_\_ Signature \_\_\_\_\_ Date

Troiano Oil Company has my permission to charge my credit card for the amount of the oil contract in full for a pre-pay plan or a monthly payment plan as stated above.

\_\_\_\_\_ Customer Signature \_\_\_\_\_ Date

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Sec. Code \_\_\_\_\_

OVER ↗

## GENERAL TERMS AND CONDITIONS

**Effective Dates:** This contract is effective for oil delivered from September 1, 2014 through April 30, 2015.

**Payments:** All prepay valid contracts must be signed and paid in full by the expiration date as stated on the front of this contract. All payment plan valid contracts must be signed and the first payment submitted by the expiration date as stated on the front of this contract. Purchasing of home heating oil must be done with a minimum of 500 gallons unless authorized by Troiano Oil Service. Discounts or coupons will not be applied to fuel oil contracts. If the customer is delivered in excess of the total gallons purchased as stated in this contract, the customer will be billed according to the current retail price pertaining to the delivery date. All oil deliveries will be made to the customer's address as stated on the front of this contract. This contract is non-transferable and may not be assigned. Troiano Oil Service will secure home heating oil through heating oil futures contracts as required by the laws of the State of Connecticut.

**Automatic Delivery:** All deliveries will be made by AUTOMATIC DELIVERY, without exception. Be advised that regardless of fault or no fault of the customer or regardless of unforeseen circumstances, Troiano Oil Service must have access to deliver the purchased fuel oil on automatic delivery. **You will continue to remain on automatic delivery beyond April 30, 2015 unless you notify Troiano Oil Service in writing to cancel automatic delivery.** Automatic deliveries made after April 30, 2015 will be billed at the current retail price pertaining to the delivery date. (PLEASE INITIAL) \_\_\_\_\_

Currently on automatic delivery     Yes     No    If no, date to start automatic delivery \_\_\_\_\_  
(No delivery start date may be after Sept. 30, 2014)

**Termination:** If the customer chooses to terminate this contract for any reason prior to its effective date of April 30, 2015, there will be a fee of \$1000.00. Termination of the contract does not relieve the customer of any outstanding charges on account. The fees may be deducted from monies on the account. Troiano Oil may terminate this contract due to unforeseeable or uncontrollable circumstances which include acts of God, Force Majeure, unusually severe weather conditions, failure of public utilities, war, civil commotion, and acts of terrorism.  
(PLEASE INITIAL) \_\_\_\_\_

**Fuel Assistance/Alternative Fuels Use:** Any purchased gallons guaranteed under this contract that are not delivered due to the customer's acceptance of delivered gallons under a fuel assistance program such as CRT, Access, Citizens Energy, etc., or usage of other fuel services that lowers the usage of contracted fuel oil negates the eligibility of a refund of monies remaining. A credit will remain on account for future purchases with Troiano Oil.

**Refund:** If the total gallons purchased are not consumed by April 30, 2015, and the customer has abided by all terms herein the customer may receive a refund or the balance will remain as a credit on the customer's account, for future purchases. Remaining gallons will not be carried beyond April 30, 2015.

**Disclosure notice concerning credit card payment option:** If you pay credit card for a prepaid guaranteed heating fuel price plan contract, you may be entitled to recovery payments if heating fuel is not delivered to you in accordance with the contract.

(PLEASE INITIAL) \_\_\_\_\_



*Family owned and operated since 1934*

### OFFICE USE ONLY

Amt paid: \_\_\_\_\_ Date paid: \_\_\_\_\_ Cash \_\_\_\_\_ Credit Card \_\_\_\_\_ Check # \_\_\_\_\_