



as a payment that is not made in a given month or a payment that is received after the payment due date of that month. For budget type Agreements, any reference to prebuy funds will be synonymous with contracted gallons.

12. SmartPay Budget plans require that a SmartPay ACH form/agreement be completed and on file for the entire Agreement term. Cancellation of SmartPay during the Agreement term will result in a loss of the SmartPay Budget pricing, reverting all future and past Agreement deliveries to the Standard Budget Agreement Price.

**Downside Protection Insurance**

Downside Protection Insurance (“Insurance”), for the F1011N Prebuy Plan, is not applicable.

**Earned Credit**

Earned Credit, for the F1011N Prebuy Plan, is not applicable.

**Agreement Eligibility**

In order to be eligible for this Agreement you must be in good credit standing with Mount Blue Oil and Berry Mountain Enterprises, LLC. Customers who defaulted on prior year Agreements may not be eligible for this Agreement. BME reserves the right to limit Customer eligibility and gallons for this Agreement.

**Default / Termination / Penalty**

Due to market conditions significantly affecting the costs and expenses of selling heating oil, if Customer has not received delivery of the guaranteed Minimum Gallons, or has otherwise violated the terms of this Agreement, damages calculated by subtracting the market price on the Spring Complete date and delivery charges from the Agreement Price, times the number of gallons less than the minimum, will be retained by BME; a minimum charge of \$0.40 per gallon will be assessed. If Customer owes money to BME for any services or goods other than heating oil subject to this Agreement, BME may, at its option, for any invoices in arrears in excess of 30 days, apply funds held on deposit to the outstanding invoice(s). Violating any of the Agreement’s Terms and Conditions may subject Customer to cancellation of this Agreement and other penalties as described herein.

**Customer Acknowledgement**

I have read, agree to, and understand the terms and conditions as stated in the above Agreement; any questions I may have had have been answered satisfactorily and completely. I understand signing this Agreement legally binds me to all terms and conditions set forth as such. I agree that this Agreement is binding against my heirs or assigns and that I will be obligated under this Agreement whether or not I reside at the delivery location during the contract term. This Agreement is also subject to the terms and conditions of the Mount Blue Oil’s Automatic Delivery Disclaimer/policy. I agree to sign any corrected documentation due to clerical errors.

THIS AGREEMENT IS NOT BINDING UNTIL IT IS SIGNED, RETURNED TO, AND ACCEPTED BY BERRY MOUNTAIN ENTERPRISES, LLC D.B.A. MOUNT BLUE OIL, LLC. BERRY MOUNTAIN ENTERPRISES, LLC D.B.A. MOUNT BLUE OIL, LLC, ITS SUCESSORS, EMPLOYEES AND REPRESENTATIVES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE, PHYSICAL OR OTHERWISE, THAT IS INCURRED BY THE ACCOUNT PROPERTY OR RESIDENTS INCLUDING BUT NOT LIMITED TO A RUNOUT, LOW TEMPRATURE/FREEZE UP OR BURNER LOCKOUT CONDITION.

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Print Name

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Customer’s Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\*1: The price will drop to the posted cash price if the downside protection insurance has been purchased.

\*2: In certain cases, the automatic delivery restriction may be waived for an individual account location; reasons include, but are not limited to, location is heated by wood stove majority of the time, location is seasonal, and/or location is a locked fill. Exclusion will be noted if applicable.

\*3: Prebuy plans for the 2010-2011 heating season will be determined on a day-by-day basis. If you wish to deposit further funds into your account at this program’s pricing, you may do so until the plan ends. To find out if this plan is still active please contact Mount Blue Oil’s Customer Service department. A new Agreement will need to be signed showing the newly contracted gallons and dollar amount. BME reserves the right to cancel or change programs at any time. Additional deposited funds may not increase or affect your contracted gallons.

\*4: Eleven (11) monthly budget payments assume budget is started by August 31, 2010. Regardless of the start date, all budget accounts must be PAID IN FULL no later than June 30, 2011. Budget payments may be adjusted to account for a reduced number of available months on Agreements started after August 31, 2010.

\*5: Degree-days/K-factor will be used exclusively as the standard method of estimating fuel usage unless delivery location is participating in SmartWatch program in which actual fuel tank levels will be used in partnership with degree-day calculations.

**Office Use Only**

Account/ Locations attached to this contract:

[\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_][\_\_\_\_/\_\_\_\_/\_\_\_\_]

Employee # [\_\_\_\_] Contract Gallons: [\_\_\_\_] Min Gallons: [\_\_\_\_] Total Contract \$: [\_\_\_\_]

Deposit Information: Deposit Date: [\_\_\_\_/\_\_\_\_/\_\_\_\_] Deposit \$: [\_\_\_\_] CK/ID#: [\_\_\_\_]

Method: Cash: [ ] Check: [ ] Visa/MC: [ ] Discover: [ ] Amex: [ ] \_\_\_\_\_: [ ]

Plan Exclusions: [\_\_\_\_\_]