



PALISADES FUEL
Price Protection Programs for 2022-2023 Season
www.palisadesfuel.com

Palisades' Reference No: _____ (Office Use)

Buyer's Account #: _____

Option I. Guaranteed Price Contract:

GALLONS: _____

Palisades Fuel (Seller) agrees to sell #2 heating oil and the undersigned party (Buyer) agrees to buy #2 heating oil at the guaranteed rate of \$ 4.975 per gallon. This price is effective for purchases from the date Seller signs this contract and returns same to Buyer signed & dated by Seller and is effective through June 30, 2023, (The Season) regardless of any change, up or down, in the market price or Seller's posted price.

Credit Card No: _____ Type _____ Exp _____ Code _____

** Credit Card Authorization Form Enclosed

Option II. Guaranteed Price with Downside Protection:

GALLONS: _____

The Buyer accepts the terms of the Guaranteed Price as outlined above but would like the \$ 4.975 per gallon price to be considered as a "Cap." In this case, if Palisades' posted price for #2 heating oil drops at any time during the season, to a price under the Cap, then Buyer's price for #2 heating oil shall be lowered accordingly.

Buyer pays the lower of Palisades Posted Price or \$ 4.975 per gallon ("Cap") for the entire season.

Non-Refundable Downside Protection Insurance of \$450.00 – must be enclosed.

Credit Card No: _____ Type _____ Exp _____ Code _____

** Credit Card Authorization Form Enclosed

Select Method of Payment (Please check one)

____ Buyer may choose a 10-month BUDGET PLAN to pay for heating oil purchases with a major credit card. Seller will calculate budget payment amounts and advise buyer of credit card charges as they incur. Buyer authorizes Seller to charge credit card designated below. **Monthly payments are required. Missed budget payments VOID the Buyers privileges within this contract.**

Or

____ Buyer may use **CREDIT BILLING. PAYMENT TERMS ARE 10 DAYS FROM DATE OF DELIVERY.** Any charges not settled within 10 days automatically terminate the buyer's privileges within this contract. The security deposit can be used to settle any charges on the account. After the buyer fulfills the terms of this contract and pays all invoices in full, the security deposit will be refunded at the buyer's request or may be retained against the next season's Guaranteed Price Contract.

Option III. Pre-Purchase of Heating Oil:

GALLONS: _____

Buyer may pre-purchase #2 heating oil from Seller at \$ 4.975 per gallon. Seller will deliver pre-purchased gallons to Buyer as required for consumption by Automatic Delivery. Gallons in excess of contracted gallons will be billed at the market rate, based on the date of delivery. **Any credit remaining on account as of June 30, 2023, can be refunded when requested or retained for future oil contract purchasing.**

Buyer pre-purchases _____ gal x \$4.975 = \$ _____ x 4%Tax (Westchester) \$ _____

Check No: _____ Credit Card No: _____ Type _____ Exp. _____ Code _____

** Credit Card Authorization Form Enclosed

Signed Contract must be received in Seller's Office by July 31, 2022. Contract is only valid when deposits are received by Seller. Signed contract may be delivered by mail, fax or e-mail as indicated below.

GALLONS DELIVERED IN EXCESS OF CONTRACTED GALLONS WILL BE BILLED AT THE MARKET RATE, BASED ON THE DATE OF DELIVERY.

Seller: PALISADES FUEL INC.
P.O. Box 1200
OSSINING, NY 10562
PHONE: 914-945-0645
FAX: 914-762-4905

Buyer's Name: _____

Buyer's Address: _____

Buyer's E-mail: _____

customerservice@palisadesfuel.com

Buyer's Signature: _____ **Date:** _____

Accepted by Seller: _____ **Date:** _____

The following other terms and conditions apply to all the Options listed:

- Buyer acknowledges that based on this contract Seller is obligated to purchase sufficient quantities of #2 heating oil in order to meet seller's obligations under this contract. Accordingly, **IN THE EVENT BUYER CANCELS THIS CONTRACT BUYER AGREES TO PAY TO SELLER THE SUM OF SIX HUNDRED DOLLARS (\$600).** Buyer further authorizes Seller to (A) apply any security deposit or any other credits on Buyer's account against any amounts due Seller, and (B) charge Buyer's credit card for the entire Cancellation Fee plus any other amounts due from Buyer to Seller, less the security deposit then applied by Seller. The Cancellation Notice must be in writing and shall be effective upon receipt by Seller.
- Pricing is exclusive of all applicable taxes which will be applied as in effect.
- Force Majeure: If Seller cannot deliver fuel for any fault not its own, e.g., riot, lockouts, strikes, floods, or other acts beyond its control, then Seller will not be required to make up oil deliveries under this contract. In this situation, upon Buyer's written request, any deposit money will be returned to the Buyer and Seller shall not be liable for any damages to Buyer.
- Deliveries will be made to accounts on an **Automatic Delivery** schedule as Seller determines necessary.
- This agreement is effective from the date Seller signs this contract & returns same to Buyer through June 30, 2023.