



## Home Heating Automatic Delivery & Will Call Programs

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This Contract is made by Simply Green, a Biofuels Company, LLC of 909 Islington Street, Suite 15, Portsmouth, NH 03801 (hereinafter "Simply Green") and

Name: \_\_\_\_\_

Address, city & ZIP code: \_\_\_\_\_

(hereinafter "Customer"). In consideration of the mutual covenants set forth in this contract, it is agreed as follows:

1. **Amount:** Simply Green agrees to sell and deliver to customer, and customer agrees to purchase and receive from Simply Green, the appropriate amount of gallons of BioHeat® (#2 heating oil with a 5% blend of Biofuel, called BioHeat®, which meets all ASTM specs and comes from a BQ-9000 certified supplier) to fulfill the customer's fuel needs during the heating season.

2. **Price:** The price for each delivery will be based on Simply Green's daily advertised price. The price for the automatic delivery program will be posted at [www.seacoastbiofuels.com](http://www.seacoastbiofuels.com) (paid by cash, check, credit card or money order).

a. Signing up for Automatic Delivery program:

i. Yes \_\_\_\_\_

ii. Initial here \_\_\_\_\_

b. Signing up for Will Call Delivery program:

i. Yes \_\_\_\_\_

ii. Initial here \_\_\_\_\_

3. **Payment:** At the time of delivery, customer agrees to pay to Simply Green the total amount on the invoice, which is to be paid within 7 business days if credit has been established. The first delivery must be paid by credit card (VISA, MasterCard or Discovery). All un-established accounts must be paid upon delivery. If an established account is not paid within the 7 business days, a \$25 late fee will be charged to account. After 20 days, your credit card will be charged the invoiced amount as well as the late fee. And if account is past 30 days, Simply Green's collection agency will take over this account and all fees associated with this process will be the sole responsibility of the customer.

4. **Term (Automatic Delivery Customers only):** The term of this contract will be from time of activation until cancellation. During this term, customer will be placed on Simply Green's Automatic Delivery program. Fuel delivery will be set based on Simply Green's internal tracking.

5. **Miscellaneous:**

a. **Force Majeure:** Simply Green shall not be required to deliver oil during any period in which their operations are interrupted by labor disputes, fire, flood, washouts, breakage of tanks or pipelines, the act of any governmental or military authority, inevitable cause, or any other cause whatsoever beyond Simply Green's control, but delivery shall commence immediately upon cessation of such interruption.

b. **Customer Equipment:** Customer will keep its fuel tanks, lines and other equipment in good condition at all times. Simply Green is not liable for any damage or loss that may be occasioned or any breakage or accident to lines or equipment due to causes beyond Simply Green's control.

c. *Assignment:* A transfer of or succession to the interests of customer under this contract, wholly or partially, shall not affect or bind Simply Green until Simply Green shall have been furnished at its office at 909 Islington Street, Portsmouth, NH 03801, with original instrument or with proper proof that the assignee is legally entitled. Any assignment is invalid unless the assignee agrees to the terms herein.

d. *Taxes:* In the event of any heating oil tax or environmental fee, enacted by state, federal, county or municipal agencies, the customer shall be liable for any gallons subject to the new tax or tax incentive.

6. *Customer Credit Card Information (Visa or MasterCard must be on file to open account)*

Name on card: \_\_\_\_\_

Billing address (if different than above): \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration date: \_\_\_\_\_ / \_\_\_\_\_

I, \_\_\_\_\_ hereby authorize Simply Green to charge my credit card for **all of my fuel deliveries** done in conjunction with the above contract terms.

\_\_\_\_\_ I elect to pay by check for my fuel purchases after my first payment by credit card (**credit card must still be on file to open an account**)

\_\_\_\_\_ Initial here if you would like to donate to the **Green Assistance Program**. Please specify one time amount to be donated here: \$\_\_\_\_\_. These funds will be set aside for customers who are in need of assistance. Simply Green reserves the right to choose the recipients of the Green Assistance Program.

7. *Driveway Authorization Form:* In addition, I hereby authorize Simply Green's delivery vehicles the right to drive on the above listed address's driveway to delivery oil. By signing this form, I release Simply Green from any liability or responsibility during the above stated timeframes during any oil deliveries. Simply Green will not be responsible for any damage to said driveway. If at all possible, Simply Green's delivery vehicles will park on the street and pull from there.

**Customer Signature:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Please see the following page for submission instructions.*

# Required New Customer Information

(Existing customers do not need to fill this out, unless details have changed from previous year)

Email address:

(We email all statements and invoices to stay as paperless as possible.)

Phone: \_\_\_\_\_

Alternative phone #: \_\_\_\_\_

Color of House/building: \_\_\_\_\_

Fill pipe location: (circle area that applies)

Oil used for: Heat \_\_\_\_\_ Hot water \_\_\_\_\_ (check applicable)

Tank size(s): \_\_\_\_\_  
(Average size is 275 gallons)

Current Fuel level (on tank): \_\_\_\_\_

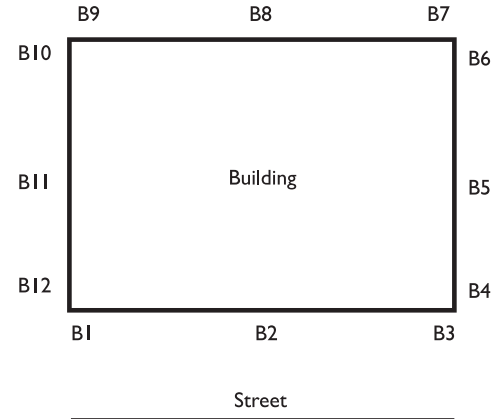
Date of last fill & gallons filled: \_\_\_\_\_

Annual est. Usage: \_\_\_\_\_

Do you also heat with:  Firewood  Propane  Electric  Pellets  other

How did you hear about us? \_\_\_\_\_

Special instructions: \_\_\_\_\_  
\_\_\_\_\_



## To submit your contract:

Ensure all required fields are filled.

*Go Paperless!*

Save this document to your desktop and email it as an attachment to **contracts@seacoastbiofuels.com**, or print and fax your contract to (603) 433-6724.

Please call (603) 772-3155 to confirm your contract.

**Thank you for choosing Simply Green!**

rep. code \_\_\_\_\_