



# Home Heating 2010-11 Automatic and Will Call Delivery Program

## Let it Snow!

Simply Green is giving you reason to sit back, put your feet up, and watch the snowflakes fall this Thanksgiving. When you register below, you are entered for a chance to win your heating oil for free if it snows at least 4 inches from noon to midnight on Thanksgiving Day at Pease Airport as recorded by Weather Watch. 10 households will be selected at random to receive \$2000 if we get a white Thanksgiving this year!\*

*\*Terms and Conditions: No purchase necessary. During the Qualified Entry Period (defined below), Participants can enter to win by filling out a registration form at www.simplygreensnowday.com, or by enrolling in any automatic delivery program offered by Simply Green (fixed prebuy, fixed budget, Breathe Easy budget or automatic delivery). The "Qualified Entry Period" shall mean the period of time beginning on June 14, 2010 and ending on November 14, 2010. Entries made outside of the Qualified Entry Period are ineligible for this promotion. All entries made during the Qualified Entry Period are final. If a "Snow Day" (defined below) occurs, then Simply Green will randomly select ten (10) winners from the participant entries it received during the Qualified Entry Period. Each winner will receive payment for his or her heating oil in the amount of \$2,000.00 (actual retail value). The payment will be made by check, or in the case of Simply Green customers who prepaid for their fuel by credit card, a refund to credit card. Winners shall be notified by mail and shall be paid within ten (10) days of the notification date. For purposes of this promotion, a "Snow Day" occurs if and only if the amount of snowfall at Pease Airport, 36 Airline Ave, Portsmouth, New Hampshire, 03801, measures at least 4 inches or more between 12:00 pm on November 25, 2010 and 11:59 pm (12 hours) on November 25, 2010. The odds of a Snow Day occurring are based on a pure probability rate of 0.67%. One entry per household; void where prohibited. Simply Green Biofuels reserves the right to stop this promotion at any time, without notice, and honor those purchases made prior to the cancellation of the promotion.*

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: (Hereinafter "Customer") \_\_\_\_\_

Delivery Address & Zip code: \_\_\_\_\_

Mailing Address & Zip code: \_\_\_\_\_

Email Address: \_\_\_\_\_

(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) 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 market price (paid by cash, check, credit card or money order). For all Will Call customers, a \$0.10 per gallon delivery fee will be added to the daily price if customer orders less than 150 gallons. For any Automatic Delivery customers that call for a delivery prior to their scheduled delivery and receive less than 150 gallons, a \$0.10 per gallon delivery fee will be added to the invoice.

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 once credit has been established. An account is established once first payment is received upon 1st delivery by credit card and customer then has 7 day terms for future deliveries. In no situation, will a delivery of fuel be made if the account has a balance. The first delivery must be paid by credit card (VISA, MasterCard or Discover). All un-established or Will Call accounts must always be paid upon delivery, otherwise delivery will not be made. If an established account is not paid within the 7 business days, a onetime \$25 late fee will be charged to account and all future deliveries will need to be paid upon delivery. After 15 days, your credit card will be charged the invoiced amount as well as the late fee. If account is past 30 days, Simply Green will send out a final collection letter. At that time, if no payment is received, the account will be sent to small claims court and an \$85 filing fee and all applicable fees moving forward will be added to the account.

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 occur 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 has 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, MasterCard or Discover 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: \_\_\_\_\_

# 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: \_\_\_\_\_

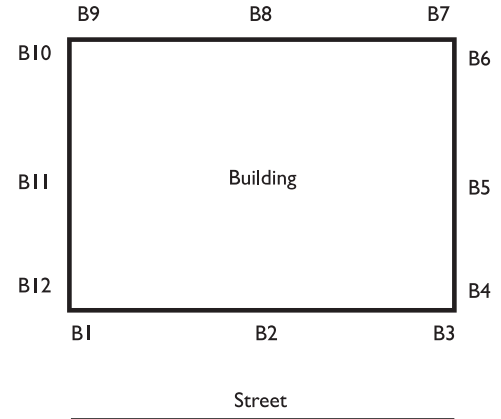
Annual est. Usage: \_\_\_\_\_

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@simplygreenbiofuels.com**, or print and fax your contract to (603) 433-6724.

Please call (603) 430-9919 to confirm your contract.

**Thank you for choosing Simply Green!**

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