

## 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](http://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: \_\_\_\_\_

In consideration of the mutual covenants set forth in this contract, it is agreed as follows:

1. Quantity: Simply Green agrees to sell and deliver to customer, and customer agrees to purchase and receive from Simply Green \_\_\_\_\_ gallons of BioHeat® (#2 heating oil with a blend of Biofuel, called BioHeat®. Fuel meets all ASTM specs). 500 gallon min.

2. Fixed Price: The fixed price is \$ \_\_\_\_\_ per gallon (paid by cash, check, money order or credit card – Visa, M/C and Discover). Price will never go above agreed upon price for contracted gallons. Approved by \_\_\_\_\_ (for office approval).

(A) Gallons \_\_\_\_\_ x Fixed price \_\_\_\_\_ = \$ \_\_\_\_\_ sub-total

3. Downside protection: The price is \$0.30 per gallon in addition to fixed price above. If daily price of BioHeat® goes below fixed price, during delivery contract term, Customer will receive lower price. (optional)

(B) Gallons \_\_\_\_\_ x \$0.30 = \$ \_\_\_\_\_ sub-total

**Worksheet:**

Fixed price (A) \$ \_\_\_\_\_ + Downside protection (B) (optional) \$ \_\_\_\_\_ = \$ \_\_\_\_\_ (C)

(for office use only – after May 31, 2010)

(C) \$ \_\_\_\_\_ - \$ \_\_\_\_\_ credit balance = \$ \_\_\_\_\_ revised total payment (D)

4. Payment: At the time of execution of the contract, customer shall pay to Simply Green a total of (C) \$ \_\_\_\_\_ or (D) \$ \_\_\_\_\_ if credit is on file.

(for office use only)

Approved by \_\_\_\_\_ (For office approval)

5. Term: Fixed price BioHeat® delivery will begin October 1, 2010 and run through May 31, 2011. During this term, customer will be placed on Simply Green's Automatic Delivery program ensuring fuel delivery will be set by Simply Green's internal tracking software. At the end of the said term, any unused gallons, which were part of the plan shall be treated as follows:

a. If customer stays on Simply Green's Automatic Delivery program, and has not changed to another oil company, then the unused dollar value of the oil will stay on as a credit and be used toward the following year's pre-buy program or used up in the off season

- and charged to account based on the daily rate. If customer does not stay with Simply Green, then at no time will a cash or credit refund be available on unused gallons, unless the value is \$100 or less.
- b. After May 31, 2011, customer remains on automatic delivery at the daily rate until new lock-in program is established by customer signing a new contract, or until cancellation of fuel service.
- c. Buy-out option – a \$250 processing fee will be assessed if customer opts to cancel contract prior to contract end date.
- d. 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.
- e. All customers must be topped off by Simply Green when contract is signed at daily price and gallons are not accounted for in above mentioned pre-buy gallons.
- f. Last delivery of season, on or around May 31, 2011, regardless of credit amount, must be a “fill”.
- g. Simply Green meets the NH Attorney General requirements for “Petroleum Sales Contracts” under HB903, section IV(a).
- h. Credit card charges, checks and payments will be placed into a separate escrow account for the customer’s protection and will not be used until the contract gallons are delivered during predetermined term.

6. 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, including vent whistles, fill pips and gauges 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.
- d. 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.
- e. 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.

7. 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 my pre-buy contract done in conjunction with the above contract terms.

\_\_\_\_\_ I elect to pay by check for my fuel purchases (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.

8. 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: \_\_\_\_\_

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

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

# Required New Customer Information

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

Email address: \_\_\_\_\_

**(Required.** 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): \_\_\_\_\_

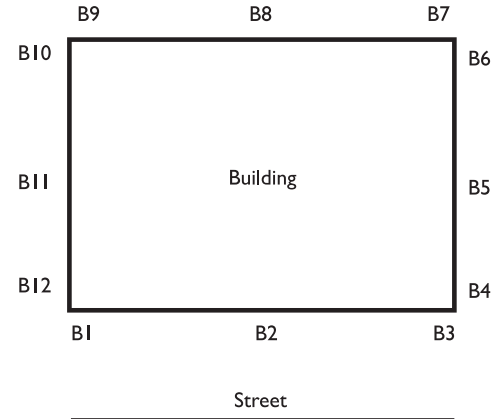
Date of last fill & gallons filled: \_\_\_\_\_

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 \_\_\_\_\_