



This agreement is between Tower Energy LLC with offices at 1730 New Britain Avenue, Farmington, CT and _____ of _____ Phone# _____
Customer Name Your Address

Tower Energy LLC agrees to supply you with home heating oil on **Automatic** basis. You must call to initiate the first delivery if you are a new customer. You agree to purchase a minimum amount of **500 gallons** of heating oil during the term of the agreement. You further agree to pay for and accept delivery of the heating oil in accordance with the terms and conditions of this agreement.

Pricing

You and Tower Energy LLC agree that the price per gallon of heating oil sold and delivered to you under this agreement shall fluctuate from time to time during the term of this agreement (September 1, 2009 and April 30, 2010). You further agree that the price shall be determined by Tower Energy LLC as a price equal to our COD price as posted on our website on the date of delivery plus 25 cents a gallon price cap fee, provided, however, that in no event shall the price per gallon exceed 2.69⁹. You agree to pay such price per gallon for all heating oil sold and delivered pursuant to the payment option selected below.

Payment Terms

Payment for heating oil under this agreement will be made under one of two options. Please select a payment option and gallon commitment below.

Option A – Payment to be made upon each delivery and electronically debited from your checking account (EFT) or charged to the credit card on file with this agreement. A deposit is required to keep the price cap in force based on your anticipated usage. Deposit amounts are as follows:

- 500 gallons \$375.00**
- 750 gallons \$450.00**
- 1000 gallons \$525.00**

The Deposit will be held until the end of the contract term and credited towards the final delivery or refunded by May 31, 2010.

Option B - 9 monthly payments beginning September 1, 2009 and ending May 1, 2010 to be charged to your credit card or debited from your checking account. Payments are as follows based on your anticipated usage:

- 500 gallons - 1 payment @ \$349.50 and 8 payments of \$125.00**
- 750 gallons - 1 payment @ \$424.25 and 8 payments of \$200.00**
- 1000 gallons - 1 payment @ \$599.00 and 8 payments of \$262.50**

You agree to have payments electronically debited from your checking account (EFT) or charged to the credit card on file with this agreement automatically on the 1st business day of each month.

Failure to pay under either option selected will forfeit your rights under this contract.

Initial Here _____

See reverse for additional terms and conditions.

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Miscellaneous Terms and Restrictions

- This contract requires you to be on Automatic Delivery beginning September 1st, 2009 and will continue until revoked in writing.
- A minimum delivery requirement of 150 gallons applies to all Will Call deliveries. A \$75 delivery charge will apply for Will Call deliveries of less than 150 gallons.
- A delivery charge of \$50 will apply for any same day deliveries requested by the customer.
- New customers must contact Tower Energy, LLC when their tank level is at ¼ full to initiate delivery. All deliveries must begin no later than October 1, 2009.
- If you terminate this agreement prior to the expiration, you will be liable for a \$250 termination fee in addition to any balance due to Tower Energy LLC for oil previously delivered. Any amount due Tower Energy LLC will be charged to the credit card on file with this agreement.
- The price-cap will terminate on April 30, 2010 or the use of the committed gallons indicated on page one, whichever occurs first.
- The deposit or credit balance on your account at April 30, 2010 will be refunded by May 31, 2010 unless you designate otherwise.
- Tower Energy LLC reserves the right to refuse delivery if your account becomes delinquent or we are unable to process a payment in accordance with Option A or B.
- You agree to excuse Tower Energy LLC for nonperformance under this contract to the extent that such failure to perform is due to an uncontrollable force. Uncontrollable forces maybe, but are not limited to; unusually severe weather conditions, acts of God, war, acts of terrorism, failure of public utilities, or supply constraints imposed by our suppliers.
- This agreement is not assignable.

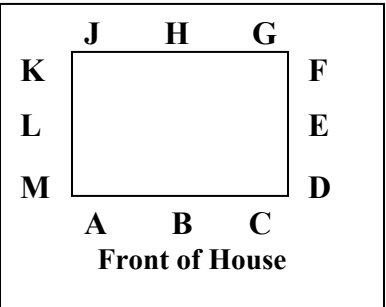
I agree to the terms and conditions outlined above:

Please sign and date below.

Signature _____ Date _____

Tower Energy LLC (HOD# 0000605)

Nicholas S. Scata, Managing Member

Tank Size and Heat Type	Indicate Fill Pipe Location	Method of Payment
<p>Tank Size _____</p> <p><input type="radio"/> Oil Fired Hot Water</p> <p><input type="radio"/> Heat Only</p>		<p><input type="checkbox"/> Electronic Funds Transfer (EFT)*</p> <p><input type="checkbox"/> MasterCard</p> <p><input type="checkbox"/> Visa</p> <p><input type="checkbox"/> American Express</p> <p>Card # _____</p> <p>Expiration ___/___</p> <p>Signature _____</p> <p>* Please enclose a voided check</p>