

JACKMAN'S OF BRISTOL INC. PREBUY & BUDGET SALE  
**July 22, 2019 through August 23, 2019**  
**WHILE SUPPLIES LAST**  
**NEW THIS YEAR**

**SAVE THIS DOCUMENT FOR YOUR RECORDS**  
DUE TO A SMALL STAFF CONTRACTS ARE ENCOURAGED TO BE MAILED OR  
EMAILED

- 2 Options Prebuy and Budget (10-month plan)
- Contract Period runs from September 1<sup>st</sup>, 2019 – April 30, 2020
- Deliveries made June through August 31<sup>st</sup>, 2019 must be paid prior to sign up
- **32 Pine Street Bristol, VT 05443**
- **Website:** [www.JackmansInc.com](http://www.JackmansInc.com)
- **When Pre-buying with a Credit Card additional service fee is \$.03 per gallon**
- **Remember to check box if no deliveries after April 30<sup>th</sup>, and watch your tanks.**
- All customers must have a zero balance prior to sign up period July 22, 2019.
- Budget **Charge** payments are September through June, paid in full June 30, 2020.
- **Budget Payments are to be even dollar amounts and will be adjusted accordingly**
- First Budget Payment Due **the month of September 2019. Even Dollar amounts only.**
- Budgets please read **ENCLOSED BUDGET HIGHLIGHTS**
- LP Gas Pricing Prebuy and Budget **please call for pricing.**
- All balances are to be at zero June 30, 2020.
- Service is not part of any of these plans, to be paid in 15 days
- Gallons available from September 1, 2019 thru April 30, 2020
- Must sign the contract agreeing to the terms of this contract.
- Program participants will be an “**Automatic Delivery**” status.
- Out of routing deliveries \$150.00 charge if not Automatic
- LP Gas Prices are based upon usage- consumer cannot over buy gallons.
- **We accept Master Card, Visa and Discover. Prebuy with a credit card please add \$.03 per gallon.**
- All contracts are due no later than August 23, 2019.
- If product indicated on contract is incorrect Jackman's of Bristol Inc. reserves the right to make the necessary changes with the appropriate product and price.
- Contracts will be returned if not signed.
- Penalty clause (Page 2 #4)

1. Consumer and Company agree that Company has written this Agreement to comply with the terms and conditions of 9 V.S.A. s2461(d)-(e). If any term or condition of this Agreement is not in accordance with those statutory provisions, Consumer and Company agree that Company may, in its sole discretion, amend this Agreement, in writing, so that this Agreement is in accordance with those provisions.
2. Customers **CANNOT OVER BUY LP Gas gallons** to get a better price. With limited supply of gallons to sell, Jackman's of Bristol Inc. can provide you with the number of gallons you consumed the prior heating season. This makes sure that anyone that wants fixed price can get it while supplies last.  
Early Termination/Cancellation Fee = \$1.00 X Remaining Gallons.
3. Non-Consumption Fee: As we pre-buy your fuel at a set price, if market prices go below your contract price and you do not use all gallons ordered, we have the right to access a non-consumption fee shown below:
4. **Non-Consumption Fee = (Lock in Price – Market Price) X Remaining Gallons Unused.**
5. **Force Majeure** – We recognize that our customers understand that Jackman's Inc. of Bristol may be prevented from supplying fuel oil at this price due to factors beyond our control. This serves as agreement that we shall not be held liable for any damages caused by delay or failure to perform to supply fuel oil at the price specified to the extent that failure is due to any factors beyond our control. Factors include but are not limited to acts of God, unusually severe weather, war, strikes, fires, floods, failure of public utilities, common carriers or suppliers to provide raw materials, energy or other supplies or services to Jackman's Inc. of Bristol requirements of applicable federal, state, local, foreign governmental laws, rules.
6. **Automatic Debit Terms:** I authorize Jackman's of Bristol Inc, to charge my credit card or debit card on file. Budget Payments are run on the 15<sup>th</sup> of each month, September – June. If customer has a balance at the end June, the card will be charged the balance unless another communication is made between customer and Jackman's of Bristol, Inc. Office Staff (persons processing the forms).
7. If you would like us to charge your credit card, for deliveries after the budget season (July and August), please make sure that you notify our office.
8. If by some chance your account product is incorrect on your contract, Jackman's of Bristol Inc. reserves the right to make changes accordingly, with appropriate price per gallon.
9. You may not receive your credit balance until after the heating season, June 30, 2020.
10. Your account will be reviewed occasionally to ensure that your payments are keeping up with your deliveries, and to ensure you that your account will be closer to or at a zero balance in June. **We may have to request a higher per month payment, this means that your monthly payment could change.**

\*\*\*\*\*CONTRACT PAGE\*\*\*\*\*

SALE WHILE SUPPLIES LAST **July 22, 2019 – August 23, 2019**  
THIS CONTRACT IS FOR GALLONS FROM SEPTEMBER 1, 2019- APRIL 30, 2020

RETURN THIS PAGE ONLY "CONTRACT PAGE" TO OUR OFFICE  
WITH YOUR PAYMENT ENCLOSED or mail to 32 Pine St., Bristol, VT 05443

CHECK ONE

\_\_\_\_\_PREBUY      PRE-BUY CONTRACT GALLONS 2018/2019      \_\_\_\_\_BUDGET

Pre-buy L.P. Gas      \_\_\_\_\_  
BASED ON USAGE CALL FOR YOUR      GALLONS      \_\_\_\_\_ COST  
PRICE & GALLONS

BUDGET CONTRACT GALLONS 2018/2019

Budget LP Gas      \_\_\_\_\_  
BASED ON USAGE CALL FOR YOUR PRICE      GALLONS      \_\_\_\_\_ COST

Your monthly budget payment is: \_\_\_\_\_ .

Please be sure to sign and print your name.

X \_\_\_\_\_  
Customer Signature      JACKMAN AGENT SIGNATURE

X \_\_\_\_\_  
Please print your name      DATE

My signature indicates that I have read this contract in its entirety and agree with all terms.  
When using a credit card for prebuy there will be an additional \$.03 per gallon charge due  
to processing fees.

MASTER CARD/VISA/DISCOVER PAYMENT  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ V-CODE (last 3#'s on back of card)

ADDRESS WHERE CARD IS MAILED: \_\_\_\_\_

Please check here: \_\_\_\_\_ **IF YOU DO NOT WISH TO HAVE DELIVERIES AFTER 4/30/20 OR WHEN YOU RUN OUT OF YOUR PREBUY/BUDGET GALLONS. You will be responsible to watch your tanks and call when your LP Gas tank is at 30%.**

## **BUDGET HIGHLIGHTS**

1. READ & AGREE WITH YOUR CONTRACT
2. A ZERO BALANCE IS REQUIRED WHEN YOU START THE BUDGET AND A ZERO BALANCE IS REQUIRED NO LATER THAN JUNE 30,2020
3. IF YOU MISS A PAYMENT YOU WILL RECEIVE A FINANCE CHARGE.
4. IF YOU MISS 2 PAYMENTS CONSECUTUTIVELY YOU WILL BE REMOVED FROM BUDGET AND WILL GO TO THE CURRENT PRICE.
5. IF YOU GO OVER BUDGET GALLONS YOUR PAYMENT WILL BE READJUSTED TO MEET YOUR AGREEMENT OF BEING AT A ZERO BALANCE JUNE 30,2020.