

JACKMAN'S OF BRISTOL INC. PREBUY & BUDGET SALE
August 8,2022 through August 26,2022

WHILE SUPPLIES LAST

SAVE THIS DOCUMENT FOR YOUR RECORDS

DUE TO A SMALL STAFF CONTRACTS ARE ENCOURAGED TO BE MAILED OR
EMAILED

- 3 Options Prebuy and Budget (10-month plan) or (12 month)
- Contract Period runs from September 1st, 2022 – April 30, 2023
- Deliveries made June through August 31st, 2022 must be paid prior to sign up
- **64 Jackman Drive, Bristol, VT 05443**
- **Website: 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 30th, and watch your tanks.**
- Budget payments are September through June, paid in full June 30, 2023.
- **Budget Payments are to be even dollar amounts and will be adjusted accordingly**
- **First Budget Payment Due the month of September 2022. 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, 2023.
- Service is not part of any of these plans, to be paid in 15 days
- Gallons available from September 1, 2022 thru April 30, 2023
- 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 26, 2022.
- If product and or pricing 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 propane 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 propane 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 15th 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, 2023.
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.**

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 30,2023
3. IF YOU MISS A PAYMENT YOU WILL RECEIVE A FINANCE CHARGE.
4. IF YOU MISS 1 PAYMENT 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 30,2023.