



# MIKE MURPHY & SONS, INC.

WWW.MIKEMURPHYANDSONS.COM

*Your Full Service Oil Company*

PO Box 152  
Atkinson, NH 03811  
603-362-4879  
Fax: 603-382-2200

Date

Name  
Acct #  
Address  
Phone #

Pre-buy oil delivery is an agreement between Mike Murphy & Sons, Inc. and its customer for delivery of home heating fuel during the 2011-2012 heating season. Customers buy oil at a fixed price during the summer months for delivery between November 1, 2011 and March 31, 2012. Mike Murphy & Sons, Inc agrees to sell #2 heating oil at \$\_\_\_\_\_ per gallon for the 2011-2012 heating season. A discount of five cents per gallon can be taken if paid by cash or check for a cost of \$\_\_\_\_\_ per gallon.

Gallons @ \$\_\_\_\_\_ = \$\_\_\_\_\_.

The following terms and conditions apply:

We must receive this signed contract along with the payment within 14 days of phone confirmation.

**Minimum Purchase:** You must purchase a minimum of **500** gallons to qualify for this pre-buy contract unless otherwise agreed on by Mike Murphy & Sons, Inc.

**Payment:** All pre-buy oil must be paid for in full at the time of purchase. No payment plans are accepted for the pre-buy program. In addition, any prior balance on the purchaser's account must be paid for in full.

**Automatic Oil Delivery:** We require all our pre-buy oil customers to be on automatic oil delivery throughout the agreed terms. At the end of the pre-buy oil contract we will continue to deliver your oil automatically. If, after you have used all your pre-buy and choose to be removed from automatic delivery, please notify us in writing. If a customer has special circumstances that will prohibit automatic delivery, they must receive prior approval by Mike Murphy & Sons to call for each delivery before signing this contract.

Initial here \_\_\_\_\_

▪Business Address: 57 Newton Junction Road, Kingston, New Hampshire 03848▪

# MIKE MURPHY & SONS, INC.

**Sole Provider:** The customer may not terminate this contract once Mike Murphy & Sons has accepted it until after March 31, 2012 or until all gallons purchased are used, whichever comes first. The customer agrees that Mike Murphy & Sons shall be the sole provider of home heating fuel to their home or facility during the contracted season.

**Prices and Fees:** Delivery of the pre-buy oil will begin on November 1, 2011 and continue through March 31, 2012. The price agreed upon on the date this contract is signed will remain the same throughout the duration of the contract or until all purchased gallons are used, whichever comes first. After March 31, 2012 any remaining funds will remain as a credit on your account. No refunds will be given. If a customer does not use at least 85% of purchased gallons by the end of the contract period, there may be a surcharge of \$250 applied to the account to cover storage fees.

**Home Ownership Transfer:** In the event of home sale or other transfer of ownership, customers may request that the remaining pre-buy funds be transferred to the new property provided the property is within Mike Murphy & Sons normal delivery area. If the new property is not within the coverage area or the customer does not want the funds transferred, a written request for reimbursement must be submitted to Mike Murphy & Sons. Mike Murphy & Sons will refund the remaining balance less \$1.00 per gallon not used to cover oil contract liquidation and administration fees.

**Termination:** You will be in default of this contract if you fail to abide by any of these terms and conditions. This contract may be terminated by Mike Murphy & Sons if you are in default. Upon any termination all amounts you owe shall be immediately due. Additionally, you agree to pay \$1.00 for every gallon remaining of your undelivered contract gallons as of the termination date to cover Mike Murphy & Sons damages.

**Additional Terms:** Mike Murphy & Sons will not be liable if prevented from completing our obligations under this contract by civil commotion, labor unrest, strike, fire, storms, supply interruption, energy crisis, acts of God, war, embargo, or any other matter beyond reasonable control. We secure our fuel delivery obligations under this contract by purchasing futures contracts for wet barrels for the duration of the contract from our suppliers.

**Limitation of Liability:** Mike Murphy & Sons may not be held liable for consequential, special, or punitive damages arising from this contract under any circumstances. Our liability under this contract shall not exceed the amount you actually paid to us for fuel. The customer will be responsible for our collection costs upon termination including attorney and legal fees, to the extent permitted by law.

Mike Murphy & Sons, Inc. will accept this contract upon receipt of payment in full within 14 days of date on page one. Please initial page one and sign and date below.

X \_\_\_\_\_  
Customer Signature

X \_\_\_\_\_  
Mike Murphy & Sons, Inc  
Authorized Signature

X \_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Date Signed