



Cap Program

Thank you for considering our Cap Pre-Purchase Program Plan for the 2015-2016 seasons. Our Plan is as follows:

For added convenience will be enrolled in our Automatic Delivery Program. Automatic delivery for each individual is determined by using daily temperatures, summer-winter hook up and consumption.

CAP PRICE PURCHASE

1. Minimum delivery requirement purchase is 1000 gallons season. There is no maximum.
2. The Cap Price is \$_____**** per gallon. Should our posted price drop below your Cap Price the day of delivery, you will be charged the lower price for that delivery.
3. Payment terms will be as follows:
 - a. A \$150.00*** deposit will be required upon submission of contract. Which is non-refundable.
 - b. Balance is due on or before October 15, 2015. **NO LATE PAYMENTS WILL BE ACCEPTED.**
4. This Cap Price must be 80% of Annual usage, minimum 1000 gallons. Multiple addresses cannot be combined under one contract. Please see terms & conditions pertaining to these exclusions.
5. Coupons are NOT valid with the Cap Program.
6. Once your contract has been submitted and accepted, a confirmation will be sent to you. If you do not receive a confirmation, please contact us as soon as possible.
7. Petroleum Kings LLC may withdraw this Cap Pre-Purchase offer at any time and may not offer it again for the upcoming season. However, if you received a confirmation, your contract will be honored.
8. Cap Pre-Purchase contract expires April 15, 2016. Any balance remaining at the end of your contract can be applied to the next seasons contract or if requested will be refunded.

TERMS & CONDITIONS

1. Deliveries will be made on an Automatic **ONLY**.
2. In the event your Cap Price gallons are depleted, you will go on Automatic delivery at market price. After two (2) unanswered attempts via mail and/or telephone to make such arrangements, deliveries will be suspended until we hear from you. Petroleum Kings LLC is not responsible for outages during this suspension period. We ask that a payment arrangement be made ahead of time to avoid interruption of services.

3. Automatic Delivery customers must report any change in usage immediately. Anything that increases your usage whether it is construction or an increase in the amount of members in your household can result in a run out if we are not notified of changes.
4. Due to the extreme volatility of the heating fuel market, if our posted price goes \$.40 above the Cap Price you will be charged the difference. This will ensure you a \$.40 discount in the unlikely event we experience the price spikes like those of the 2007-2008 seasons. We as a company hope this provision will not be your experience.
5. Auto Delivery only deliveries subject to a 150-gallon minimum.
6. Cap balances less than 150 gallons cannot be delivered alone, unless done by us. They can however be delivered in combination with the difference to make up a minimum of 150 gallons. The difference will be billed at that days posted price. Call in deliveries that do not meet the minimum may be subject to a delivery charge \$40 Surcharge.
7. Scheduled deliveries are determined by the amount of oil in your tank and the date of your last delivery based on our automatic program.
8. If you request to transfer funds to another property, the Cap Price will not be honored.
9. If you have more than one fuel tank anywhere on your property (whether inactive or active) it is the customers' responsibility to label these tanks to prevent accidental delivery to an incorrect tank. Petroleum Kings LLC is not responsible for delivery to incorrect tank unless tank is sufficiently marked or our office has record of multiple tanks.
10. We strongly encourage all storage tanks to be equipped with overfill protection including the installation of a vent alarm. Frozen oil lines, sludge or equipment failure remain the sole responsibility of the homeowner or tenant.

* Excludes any applicable Federal & State taxes for commercial businesses.

** Any payment returned by our bank will terminate this contract.

*** Season 2015-2016, 1-Year Contract

**** Season October 15 2015 to April 15 2016 Only.

Please read all terms and conditions before signing and submitting this contract. A member of our staff is available to answer to any questions or address any concerns you may have. All pages of this contract must be returned. If you have previously participated in this program, you still must sign and return the last page in order to receive confirmation of this service.

Name (print)	Signature (title)	Date
Address _____		
City _____	State _____	Zip _____