



Automatic Delivery Agreement & Contract for Fuel Oil Purchases

58 Riverside Drive • PO Box 335
 Fultonville, NY 12072
 (518) 853-4399

Your Name		Account #
Home Address		
Mailing Address		
Home Telephone		Work Telephone
If you rent-Landlord Name & Address		
Size of Oil Tank	Est. Gallons Used Last Year	Was all fuel bought from us last year
Fuel In Tank Now	Do You Heat Your Hot Water With Oil YES NO	Fuel Type (Kero, #2, 50/50 Blend)
Credit Card/Debit Card #		Expiration Date

**PLEASE FILL IN THE ABOVE INFORMATION COMPLETELY AND RETURN TO OUR OFFICE AT ABOVE ADDRESS.
 CALL US AT (800) 411-3835 IF YOU NEED HELP.**

- TERM OF CONTRACT:** This contract is continuous from the date of your signature every year until we hear otherwise from you. If at any time you wish to cancel, you must provide Countryside with a 30-day written cancellation notice.
- PURCHASES:** We will deliver, subject to availability, heating oil at our established price, which is determined at the time of delivery. Deliveries will be made to you at the address stated on this agreement, on an automatic delivery basis according to a weather controlled Degree Day System. A meter printed ticket will be left or mailed to the above address each time a delivery is made. You agree to accept each delivery and agree to pay for the fuel delivered on a COD basis. We have agreed to guarantee that your fuel price will be delivered at a .10 discount off our daily-posted cash price.
- PRE-AUTHORIZATION:** We take a pre-authorization amount calculated by multiplying tank size times the .10 discount off our daily-posted cash price from your credit/debit card as a security payment. This amount is not debited from your credit card but is reserved for our use, should payment be declined during or after the delivery. However, if you provide us with a debit card then the pre-authorization may be deducted from your account at the time of preauthorization. If we do not use this pre-authorization for some reason the pre-authorized amount will be restored to you credit/debit card's line of credit in 7-14 days.
- PAYMENT:** You authorize us to bill the above credit card/debit card on the day of delivery for the amount due for fuel delivered under this program. Your signature on this agreement will authorize each and every charge to your credit/debit card for deliveries made hereunder. Should the bank or credit card processor deny acceptance of the credit card for any reason we reserve the right to refuse to deliver oil to you, however if oil is delivered to you, you agree to pay any amount due for fuel delivered immediately in cash. If payment is not received within 10 days, you agree to pay interest at the rate of 1.5% per month (18% APR), as well as any attorney fees or collection costs we incur.
- CANCELLATION:** We, or you, can cancel your account at any time on thirty days written notice. You agree to remain responsible for payment of all deliveries made before the thirty-day period expires. We also have the right to immediately cancel your account if the payments are not made on time.
- LIABILITY:** We are not responsible for damage or loss caused by failure to make delivery due to labor shortage, strikes, or to conditions beyond our control. In the event you do not make your payments on time, or if your credit/debit card is denied an authorization by your credit card issuer, we will not be liable for any damages in any direct or indirect manner, should we refuse to deliver oil to you. Should we fail to make a delivery due to circumstances under our control, our sole liability is to make an emergency delivery to you free of the normal emergency delivery charges. An emergency delivery is a delivery made within 24 hours of notification by Customer of the run-out to the fuel order line shown above. Under no circumstances shall Countryside be responsible for any indirect or consequential damages that may be caused by our failure to make a delivery.
- CUSTOMER EQUIPMENT:** Customer agrees to keep his/her tank, fill pipe, and fill whistle in good working order. Countryside will not be responsible for spills or other damage that occurs due to Customer's faulty equipment.
- OTHER:** This constitutes the entire agreement between Countryside and Customer. No promises, agreements, or representations of any employee of Countryside shall be binding unless made a part of this agreement in writing. We have the right to make changes to this plan on 30 days written notice to you, including our automatic discounted fuel-pricing program. You will have the right to terminate this agreement should you not wish to continue under the revised plan.

Please note any special instructions:

Buyer's Signature	Date
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