

APPROVED BY \_\_\_\_\_  
DATE: \_\_\_\_\_ ENTERED BY \_\_\_\_\_  
SCT \_\_\_\_\_ SDV\$ \_\_\_\_\_ TWA \_\_\_\_\_ TWD \_\_\_\_\_ PTX \_\_\_\_\_ LTX \_\_\_\_\_ CTX \_\_\_\_\_ SCY \_\_\_\_\_

*2 for 1 Silver Service Plan*

**SERVICE INFORMATION:**

TX1 \_\_\_\_\_ TX2 \_\_\_\_\_ TX7 \_\_\_\_\_ TX8 \_\_\_\_\_ TXD \_\_\_\_\_  
HWG \_\_\_\_\_ DDN \_\_\_\_\_ W/C \_\_\_\_\_ SNOW DROP \_\_\_\_\_  
SIZE \_\_\_\_\_ USE \_\_\_\_\_ RES \_\_\_\_\_ DBA/KFA \_\_\_\_\_  
ZONE: PRO: BPC \_\_\_\_\_ DEV \_\_\_\_\_ LOC \_\_\_\_\_ TCA \_\_\_\_\_  
GALLONS IN TANK AS OF \_\_\_\_\_  
THRU \_\_\_\_\_


GENERAL


DIN AND SIN


DAD

**DELIVERY INFORMATION:**

SMART PAY: BSM \_\_\_\_\_ NBP \_\_\_\_\_ BPAS \_\_\_\_\_ SCB \_\_\_\_\_  
CRL \_\_\_\_\_ CLN\$ \_\_\_\_\_ CRT \_\_\_\_\_ INS \_\_\_\_\_ IVO \_\_\_\_\_ OSD \_\_\_\_\_ AGS \_\_\_\_\_ FCG \_\_\_\_\_  
ACQUISITION CODE: *Newstead Group* DEPARTMENT CODE: \_\_\_\_\_

**FOR OFFICE USE ONLY**

SPOUSE'S NAME: \_\_\_\_\_ SS# \_\_\_\_\_  
APPLICANT'S EMPLOYER: \_\_\_\_\_ HOW LONG: \_\_\_\_\_  
PRIOR ADDRESS IF LESS THAN 2 YRS: \_\_\_\_\_  
SOCIAL SECURITY # *DOB* \_\_\_\_\_  
Signature: \_\_\_\_\_ Date \_\_\_\_\_

CREDIT ACCOUNT TERMS OF PAYMENT: FUEL BALANCE DUE 30 DAYS FROM DATE OF SERVICE OR DELIVERY. I HEREBY ACKNOWLEDGE THAT THE TERMS OF SALE AS INDICATED ARE CLEARLY UNDERSTOOD BY ME AND THAT I AGREE TO THE APPLICATION OF A SERVICE CHARGE OF 1-1/2% PER MONTH ON ANY BALANCE DUE 30 DAYS OR MORE. In the event of default in payment of any amount due and if this amount is placed in the hands of any attorney for collection, the undersigned agrees to pay any and all costs of collection including a reasonable attorney's fee. I authorize SUPERIOR PLUS ENERGY SERVICES or any credit reporting agency employed by them to investigate the references herein listed or any other information stated above, to determine my qualifications for a credit account.

WK # \_\_\_\_\_ CELL # \_\_\_\_\_ EMAIL: \_\_\_\_\_  
TST \_\_\_\_\_ ZIP \_\_\_\_\_ HOME # \_\_\_\_\_  
ST2 \_\_\_\_\_  
ST1 \_\_\_\_\_  
Last Name \_\_\_\_\_ First \_\_\_\_\_ Sort \_\_\_\_\_  
Mailing Address:

**NEW ACCOUNT APPLICATION**  
DATE \_\_\_\_\_ TYPE \_\_\_\_\_ DIV \_\_\_\_\_  
SALES REP *LR* CAT CODE \_\_\_\_\_ ACCT # \_\_\_\_\_



TO: Lori Bono-Rocco

FR: \_\_\_\_\_ of the Newtown Buying Group

Date: \_\_\_\_\_

Please fill out the application attached and provide the information listed below:

1. Specify oil or propane (Include propane used for what appliances?)

2. Note: For administration ease, you will be put on an 11 month budget plan unless you specify you do not want it.

3. Do you want the service plan?

4. Size of your tank \_\_\_\_\_

5. What level is tank? \_\_\_\_\_

6. date of birth \_\_\_\_\_

7. brief directions to house? \_\_\_\_\_

8. Color of House? \_\_\_\_\_

9. When facing house what side is tank on? \_\_\_\_\_

10. Sign application before faxing to: 860-355-0223 or email back to Lori at [lori-rocco@sbcglobal.net](mailto:lori-rocco@sbcglobal.net)

11. make sure to give 2 phone numbers and an email address so Lori can

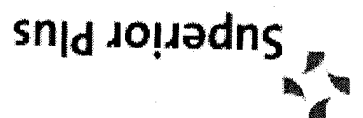
12. Communicate with individuals if there are questions.

13. former company used

14. Please specify what plan you want to go with?

Thank you.

Lori Bono-Rocco 203-948-9540



Lic#392254

# 2011 - 2012 SUPERIOR PLUS ENERGY SERVICES Cap Price Agreement

Parties:

This Contract is between Superior Plus Energy Services 22 Rowley St., Winsted, CT (we, our, us) and

Cust: \_\_\_\_\_

(You, your),

(delivery address),

ACCT. # \_\_\_\_\_

Offer and Acceptance:

We agree to supply you with fuel oil on an automatic delivery basis. You agree to remain on automatic delivery, to purchase 100% of all your fuel needs at this delivery address and to pay for and accept delivery of the fuel oil in accordance with the terms and conditions of this Contract. If you do NOT choose a Price Option below, your account will remain on automatic delivery and Market Pricing.

Price Option

Superior Plus Energy Cap Price Program: This option guarantees that your price per gallon will not exceed \$3.99 for \_\_\_\_\_ gallons of fuel oil sold and delivered to you by Superior Plus Energy Services through 4/30/12. During the term of this contract your account will be invoiced at the prevailing market price. \*\*\*\*\*(Customer Initials) Any gallons delivered over the gallons requested above through 4/30/2012 will be invoiced at the prevailing Superior Plus Energy Services Market price. \*\*\*\*\*(Customers Initials) Upon expiration of this capped price contract, your account will remain on automatic delivery and will be invoiced at the prevailing Superior Plus Energy Services Market pricing. \*(Customer Initials) You must have a separate contract for any additional accounts. Accounts must be on automatic delivery. Any customer-ordered special deliveries less than 100 gallons will be subject to a delivery surcharge of \$75.00. Price protection is available only to accounts in good credit standing

A. Payment Terms - Select one (no selection will result in Net 30 Days):

Net 30 Days - Payment must be received at the address listed on our return envelopes within 30 days of the invoice date. Finance charge of 1 1/2% per month on any overdue balances.

Easy Pay - We will estimate your annual fuel usage and divide that amount into 12 equal monthly payments. If your actual consumption is higher than originally estimated, we will ask you to increase the monthly payment to a new estimate. Upon completion of the 12 months, you must pay any remaining balance due from actual usage or in the case of a credit balance, you may request a refund.  
B. Validation - This contract is valid and in force only when:

1. Signed by both parties.

2. Dated by you.

3. Its return envelope to us is received to the office on or before

\$105.00

4. ~~\$210.00~~ Activation Fee has been charged to your account if you choose the Cap Price Option

Also, .27 per gallon will be charge for any gallons secured over 800 gallons

5. In the case of handwritten changes to this contract, it is valid only when both parties have

copies of the initialed changes and items 1 - 4 above have been met.

(Terms and Conditions continued on back)

Home Heating Oil Dealer

PLEASE DO NOT FORGET TO SIGN THE BACK OF CONTRACT BEFORE RETURNING

TERMS AND CONDITIONS (continued)

- C. Term - This Contract shall become effective when all the terms of validation (see validation) have been met and on the date the Activation Fee is posted to your account and shall continue in force and in effect through 04/30/2012. As in the past, upon expiration of this capped price contract, your automatic deliveries will continue at prevailing Superior Plus Energy Services Guaranteed Discount Market pricing.
- D. Activation Fee: An Activation Fee will appear on your next statement/invoice upon receipt of this properly executed Contract. Your observance of the Activation Fee on your bill will serve as your confirmation that we received this contract and entered it into our system. If you do not see the activation fee on your bill, it is your responsibility to contact us if you wish to enroll in the capped price contract for next year.
- E. Termination - Neither party has the right to terminate this Contract except as listed below in items 1 and 2.
  1. You may terminate if you sell your home at the above address.
  2. We may terminate if:
    - i. You do not comply with credit terms.
    - ii. You do not remain on automatic delivery.
    - iii. You breach the terms of the Contract.
  3. Termination does not relieve you from making payment for oil already delivered.
  4. If terminating this contract, it must be in writing and either party must give the other a minimum of five days notice.

- F. Nonperformance - will be excused to the extent such failure to perform is due to an 'uncontrollable force'. An 'uncontrollable force' is "any event beyond the reasonable control of a party that results in the failure of some performance (other than payment) under the Contract".
- G. Assignment - This Contract may not be assigned by you without the prior consent of us. Any attempted assignment by you in violation of this Contract shall be null and void.
- I. Governance - This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- J. Previous Agreement - This Contract supersedes and replaces any agreement or understanding, whether oral or written, between you and Superior Plus Energy Services with respect to the subject matter hereof.
- K. Modification - This Contract may not be modified or amended except by the mutual written agreement of both parties as noted in B.5.
- L. Early termination Fee: If customer terminates the account, switches to Will-Call, places the account on hold, is over 30 days past due on an invoice or a budget payment, or orders fuel from another supplier, we will have the right to assess an Early Termination fee not to exceed Superior Plus Energy Services' cost to purchase the cap options for your gallons contracted less the Activation Fee.

Superior Plus Energy Services (We)

By: **Steve Merhar**

Steve Merhar  
CSCM

Customer (You)

(Signature)

Printed Name:

Date: