

## **Automatic Heating Fuel Delivery Agreement**

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This agreement serves as a notice to existing customers, as well as prospective and new customers of our company policy regarding automatic delivery requests. This agreement is part of your heating fuel delivery and service agreement with Gary's Fuel Service. Hereinafter the terms "you", "your" or "Customer" refers to the customer, and the terms "we", "our", "Gary's" refers to Gary's Fuel Service. "Heating fuel" refers to liquid propane, kerosene and/or #2 fuel oil, as applicable.

If you wish to receive automatically scheduled heating fuel oil deliveries, please read the following and sign and date where indicated below.

### **Automatic Deliveries Defined**

To determine when to make automatic deliveries, we use a computer model of your recent history of automatic deliveries and our own daily record of the winter during the same time in history to create a usage factor. We then apply that factor to the current weather records to determine when your next delivery should occur. If you have been a Gary's customer for the past two years, we use an actual record of automatic deliveries by us. If you are a new Gary's customer, we estimate your delivery timing based on information you provide regarding, among other details, the type and square footage of your home, your heating, hot water and other appliances using our fuel, your occupancy patterns, etc.

### **Automatic Deliveries Are Estimated**

We Schedule deliveries when we estimate you have used about three-quarters of the fuel available in your tank. There is no guaranty that your tank will always be kept full, and we expressly disclaim any such implied guarantee. You should always keep an eye on your tank levels and advise us if your tank is at or below 25%.

### **Factors that Will Affect Frequency of Automatic Deliveries**

Automatic oil deliveries are based on estimates and is not an exact science. There are variables that effect the rate of fuel usage, the amount of hot water or heat used, etc. that are beyond our control and for which we are not responsible. These factors include without limitations, the following:

- Changes in weather
- Changes in occupancy due to work, seasonal use, vacation and other reasons.
- Fuel use varies with the amount the home is used rather than when occupied part-time.
- Increases and decreases of the number of people in the home.
- Changes in thermostat settings, such as turning up the thermostat for a senior citizen, newborn, or ill and injured person in the home.
- Poorly functioning equipment, (furnace or boiler etc.).
- Equipment malfunction or leak in the oil tank or supply line.
- Use of other heating equipment, such as wood stoves, heat pump, and fireplaces.
- Unusual exposure to wind, especially in poorly insulated buildings.
- Remodeling, construction.
- Increase in hot water or heat use for any reason,
- Receiving oil deliveries from another supplier.

### **All Deliveries From Gary's Fuel Service**

When you are on automatic delivery, please refrain from receiving fuel oil from another supplier unless you notify us first in advance. Using more than one supplier to fill your tank can cause significant delivery projection miscalculation problems.

### **Your Responsibility to Monitor Your Fuel System & Equipment**

# GARY'S FUEL SERVICE INC.

1441 CASTINE RD • PENOBSCOT, ME 04476 • 207-326-8808

www.garysfuel.com

It is your responsibility to check for leaks in your oil tank, lines and supply pipes and to monitor the operation of your system, lines and supply pipes along with the level of heating fuel in your tank(s). Gary's Fuel Service expressly disclaims a duty of responsibility to monitor your heating system, fuel levels or to check for such leaks. We will continue to maintain Gary's owned LP tanks, lines and other equipment and devices. When away from your house, we recommend that you have your home or property checked daily to make certain your equipment is operating properly and that your tank(s) has adequate fuel.

### Changes To/Or Interruption of Heating Fuel Usage Requires Customer Notification to Gary's

If you believe for any reason that your usage of heating fuel will or has changed or has been interrupted, you should contact us immediately, particularly if the fuel goes below 1/4 of a tank. In no event shall Gary's Fuel Service be liable for indirect, special or consequential damages for the non-delivery of heating fuel, including and without limitation, any equipment failure or frozen pipes or other related or unrelated damage(s). Gary's Fuel Service specifically disclaims any responsibility or liability for damages, including and without limitation, personal injury or property damage arising in whole or in part from failure to make deliveries due to any reason beyond our reasonable control, including and without limitation, wholesaler supplier disruption, labor unrest, disputes or strikes, war, terrorism, shortages or rationing of heating fuel, inclement weather, blocked or dangerous access to the property or fill location, any inability for any reason to obtain sufficient quantities of fuel from any of our suppliers at the price, terms or time that the supplier agreed, mercantile exchange volatility, acts of God, or arising out of the failure to supply fuel when the payments for heating fuel or services have not been made in accordance with our credit terms. If payments for fuel or services are not made in accordance with our credit terms, automatic fuel deliveries and/or service may be stopped without notice.

### Optional remote tank level monitoring

Third party tank level monitoring devices can be leased from Gary's Fuel Service for an annual fee of \$60 paid in advance. The device uses the cellular network for data transmission. Customers will receive a link to the monitor manufacturer portal via an app that the customer must download and maintain on their personal Android or Apple device. Gary's will not be liable for device malfunction, misreporting, cellular network access or for any other reason, nor for damages resulting from any device malfunction. Gary's retains full ownership of the device. If the device is not returned to Gary's upon usage termination, a fee of \$150 will be assessed to and payable by the customer to Gary's.

I want to lease the remote monitor device for \$60/year (circle one or the other)      YES      NO

By signing below as Customer, you indicate your understanding and acceptance of the terms in this agreement.

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

\_\_\_\_\_  
Date