



## **Statement Of Scheduled Fuel Delivery**

If you wish to receive scheduled fuel deliveries, please read the following information about this service and sign where indicated below. This statement is part of your oil, bio or propane delivery agreement with Snow's Fuel Oil & LP Gas. Hereinafter, the term "you" refers to the Customer, and the terms, "we", "our" or "us" refers to Snow's Fuel Oil & LP Gas.

### **Scheduled Deliveries Defined**

To determine scheduled deliveries, we use a computer model of your recent history of fuel oil deliveries and our own daily record of the weather during that same time in history to create a consumption factor, or "K-factor," expressed as a number. We then apply the K-factor to current weather records to determine when we should make your next delivery. If you have been a Snow's fuel customer for the past two heating seasons, we use your actual record of fuel oil deliveries by us. If you have become a Snow's fuel customer during the past two heating seasons, we estimate your past fuel oil deliveries based on the square footage of your home.

### **Scheduled Deliveries Are Estimated**

We schedule deliveries when we estimate you have used about three quarters of the fuel available in your oil tank. There is no guarantee that your fuel tank will always be kept full, and we expressly disclaim any such guarantees.

### **Factors Affecting Frequency Of Scheduled Deliveries**

Yes, scheduled deliveries are based on estimates. That is because there are factors that affect the rate of fuel consumption or the amount of hot water or heat used that are beyond our control and for which we are not responsible. These factors include without limitations.

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

### **All Deliveries From Snow's**

You should never receive fuel oil from another supplier unless you notify us in advance. If you have more than one supplier filling your tank it can cause significant problems. We will not knowingly share your account with another supplier.

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

It is your responsibility to check for leaks in your fuel tank, lines or supply pipes and to monitor the operation of your system and the level of fuel in your tank. Snow's expressly disclaims a duty of responsibility to monitor your system or fuel levels or to check for such leaks. If you are away, you should have your home or property checked daily to make certain your equipment is operating properly and that your tank has adequate fuel.

### **Change Or Interruption in Fuel Oil Consumption Require Call To Snow's**

If you believe for any reason your consumption of fuel has changed or has been interrupted, you should contact us immediately at the phone number above—particularly if your fuel supply goes below ¼ of a tank.

In no event shall Snow's Fuel Oil & LP Gas be liable for indirect, special or consequential damages for the non-delivery of fuel, including without limitation, any equipment failure or frozen pipes or other damage. Snow's specifically disclaims any responsibility or liability for damages, including without limitation, personal injury or property damage arising in whole or part from the failure to make deliveries due to any reason beyond our reasonable control, including without limitation, wholesaler supplier disruption, labor unrest, disputes or strikes, war, terrorism, shortages or rationing of fuel, 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 fuel or service 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, fuel deliveries and/or service may be stopped without notice.

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

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

**Date** \_\_\_\_\_