



# ARROWSIC CO-OP CONTRACT

Contracts are due June 15, 2018

Payment and Total Purchase Price subject to final MWS approval.

Account #: \_\_\_\_\_

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

**Please call 1-800-540-7994 for assistance with this contract. A CSR will be happy to help you!**

First: \_\_\_\_\_ M: \_\_\_\_\_ Last: \_\_\_\_\_

Bill To: \_\_\_\_\_ Deliver to: \_\_\_\_\_

\_\_\_\_\_

Home #: \_\_\_\_\_ Business #: \_\_\_\_\_

Cell #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Special Notes:

If you prefer, you can scan and email this contract to  
[info@mwsewall.com](mailto:info@mwsewall.com)

## Propane June 1, 2018-May 31, 2019

Fixed Price Per Gallon = \$1.499

Gallons \_\_\_\_\_

Office use only:

In system

By: \_\_\_\_\_

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

## Payment Information: Please select one

Payment is due within 30 days of delivery.

## Contract Commitment: Return signed contract to: 259 Front Street, Bath, Maine 04530-0685

I have read, understand and agree with terms and conditions on the document titled M.W. Sewall, Residential Fuel Contract and will retain a copy for my records. Terms and conditions information is also provided on the back of this contract. Please sign and return to M.W. Sewall 259 Front Street, Bath, ME 04530. **THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNTIL IT IS SIGNED AND RETURNED TO ES III, Inc. hereafter known as M.W. Sewall.** A copy will be mailed to you once the contract has been approved.

Applicants Signature \_\_\_\_\_

Date \_\_\_\_\_

CSR Signature \_\_\_\_\_

Date \_\_\_\_\_

E.S. III, Inc. dba M.W. Sewall  
RESIDENTIAL FUEL CONTRACTS

**Explanation of the Different Programs:**

**All Programs** - In each Program, we agree to deliver the gallons of #2 fuel oil, K-1, or propane you have purchased as you need it, throughout the contracted heating season, and deduct the cost of each fuel delivery from your pre-paid account. Automatic delivery is required for all Programs.

**Prepay Program** - This Program allows you to purchase your annual supply of fuel at a fixed price, which is established when you sign up for the Program and make the first payment. You will then be protected for the contracted heating season from any price increases on the amount of fuel you commit to in the Contract.

**Budget** - Same as the Fixed Price Prepay Program, except you are allowed to pay for the purchased fuel in installment payments during your Contract term. In addition, if you wish, each installment payment can be deducted from your bank account or charged to your credit card.

**CAP Insurance** - For an additional, initial charge per gallon, this Program allows you to protect yourself against paying too much if the price of fuel declines during the contracted heating season. Your purchased fuel price is set in the Contract at a capped or "not-to-exceed" price, but you are billed for the fuel delivered at a lower price should the price fall. By using this Program, you will know in advance that the highest price you will pay, but if prices fall, you pay the lower cash price at the time of each delivery.

We will be purchasing what you request now, so please plan accordingly.

**RESIDENTIAL PREPAY FUEL CONTRACT TERMS**

**1. Fuel Supply and Purchase Promises.** M.W. Sewall agrees to provide, and you agree to purchase in advance, the fuel amount selected on the Contract, at the price quoted. You also agree to pay for the fuel on the terms of the Program selected. Failure to pay within those terms will result in an additional finance charge of 18% annually, or 1.5% per month, which will be applied to any balance remaining unpaid.

**2. Program Time Frames.** Installment Programs purchased with this Contract will start on the month following the sign-up and go through the plan end date.

**3. M.W. Sewall as Sole Supplier.** When you sign up to use one of our Programs, we rely on your commitment to purchase all of your heating fuel from us, and we, in turn, purchase contracts from our vendors to insure product availability at the Prepay Price (also called "Contract Price") offered. Your commitment is also important because, if we attempt to deliver fuel to your tank after it has been filled by someone else, a dangerous fuel spill could occur. Therefore, in consideration of our agreement to provide you with heating products at a Prepay Price for the heating season, and by electing to participate in the Prepay Program, you agree to purchase all of your heating fuel exclusively from M.W. Sewall for the contracted heating season.

**4. Purchasing too Little Fuel.** If you exceed your prepaid gallons during the program, you may or may not be able to purchase more at the original Contract Price. Once you have had all of your prepaid fuel delivered, that is the end of your Program under that particular Contract. **YOU WILL REMAIN ON AUTOMATIC DELIVERY**, but you will then be converted to daily cash pricing, unless you contact us to make another arrangement. In addition, any fuel delivered outside your contract gallons will be billed at the cash price.

**5. Breaching Your Promise.** If you a) refuse to take delivery of your committed gallons during your Contract term, or b) are late in any payment or c) otherwise breach this agreement, in addition to the finance charge described above, a number of other things will happen.

**A.** A PENALTY fee of \$195.00, along with all consequential damages M.W. Sewall incurs (the amount M.W. Sewall loses because it bought fuel for you which you did not purchase), may be charged to your account. The penalty is our reasonable attempt to gauge the initial costs we will incur because of your breach - but it is not the only cost. Your participation in a Prepay Program also represents an irrevocable authorization to us to deduct both the \$195.00 fee and the amount of consequential damages from your account or any reimbursement check.

**B.** You also agree to pay any charges incurred in the collection of your account due to your delinquency, including, but not limited to, reasonable attorneys fees, collection agency fees, filing costs and service fees.

**C.** M.W. Sewall reserves the right to revoke charging privileges and terminate any Program at any time due to any delinquency in payment.

**6. Cancelling Your Participation.** We recognize that events may require some of our customers to be forced to cancel their participation in his/her/their Prepay Program. Similarly, you recognize that we have committed to other fuel suppliers, based entirely on your promise to purchase fuel from us. Cancellation of your Program is allowed at any time, provided you compensate M.W. Sewall for any losses it suffers from your withdrawal from your Program. In order to cancel your participation, you must notify us in writing of your desire to cancel your Prepay Contract, and immediately pay:

**A.** Any current balance owed on your account;

**B.** The \$195.00 PENALTY imposed in the case of a breach; plus

**C.** The sum equal to one times

i) the difference between your Program Price and the cash price on the day of the cancellation, times

ii) the number of unused, undelivered gallons in your Contract. (These gallons will not be delivered but will be retained by M.W. Sewall )

**7. Purchasing heating oil for the season requires some estimation by the consumer.** M.W. Sewall only purchases fuel through the last month of your contract. If at the end of your contract you have remaining dollars on your account due to less usage you may either use those dollars to help pay for the next years contract, use them to pay for any outstanding amounts on non-program items or you may request a refund (only if all non program items are paid in full). Under no circumstances is M.W. Sewall required to extend the end date of the contract.

**8. Money Left in Your Account.** In the event we have delivered all of your committed gallons but money still remains in your account (e.g. if you choose the CAP Prepay Program and the cost of fuel oil declined during the season), that remaining money in your account will be applied at the end of your Contract to unpaid, non-program invoices (e.g. service bills). If you still have a credit balance in your account after all non-program invoices have been paid, and your account is otherwise in good standing, your credit will remain on your account for future use unless you request a refund.

**9. Events When Fuel is Unavailable.** M.W. Sewall's obligation to perform this agreement is based on our suppliers' ability to fulfill their contracts with us. If dramatic events (e.g. Force Majeure, Acts of God, terrorism, war, strikes, severe weather, embargoes, etc.) interfere with supplies or delivery, we reserve the right to cancel any and all Programs without notice or penalty. In this event, we will refund any unused balance in your account.

**10. Purchases Outside Your Program.** Invoices for purchases of, for example, non-program fuels (fuels that are not part of your Program) and service work are NOT part of the Program described above and must be paid within the conventional terms for each of those other purchases. You may not use your Prepay account at any time to cover those other purchases, except to the extent you request, after the Program expires, to have the credit, if any, in your account applied to your other current charges.

**11. Assignment of your Contract.** You may not assign this Contract without obtaining the prior consent of M.W. Sewall, which consent shall not be unreasonably withheld, giving, however, due consideration to, among other things, the financial ability of the person you propose to assign the Contract to. No such assignment, even if approved, shall be deemed a release from the further performance of your obligations under the Contract.

**12. Performance of this contract will be secured by one of the options set forth under Maine law, 10 M.R.S.A. 1110(2)**

**13. Customer agrees that this Agreement is binding against his/her estate if he/she dies during the term of the Agreement and that he/she will be obligated under this Agreement whether or not he/she resides at the Premises during the contract term.**

**14. Customer shall provide safe access to the fill pipe, including snow and ice removal. MWS may refuse to deliver if access is not clear and MWS will not be responsible for any damages incurred because customer fails to provide safe access to the fill pipe.**