CN Brown Energy
BUDGET AGREEMENT
Kerosene

Customer Name (Please Print)	Account #
Address	Date
Telephone	H/O Location #
E-mail Address	

I UNDERSTAND:

1) I, ________________________, hereafter referred to as Customer. In order to participate in the CN Brown Energy Budget Program, customer must be credit approved with their account in good standing with no past due balances owed to CN Brown Energy.
2) The Customer understands their first budget payment and downside price protection is due day of signing agreement. The Customer agrees to make all scheduled payments thereafter on the ______ of each month. Monthly payments will be calculated at the Budget price. Any gallons beyond the budgeted gallon amount will be billed at the regular street price and all regular terms will be applied. Customer Initial ____
3) Upon signing this agreement, the customer agrees to become an automatic delivery customer and remain one for the entire contract period.
4) Effective on acceptance of contract, if the everyday low retail price in the customer's delivery area is lower than the Budget price, the customer will receive the everyday low retail cash price of day of the delivery.
5) Commencement date of this agreement is the date of signing.
6) The customer agrees to have their tank filled at time of signing this agreement.
7) This agreement and its price expire on May 31st 2027 or when the agreement gallons are depleted, whichever comes first.
8) Upon expiration of the contract, the Customer shall remain on ☐ Automatic Delivery (**credit-approved accounts only**) or ☐ Will Call Delivery, at the then-current everyday low retail price. Customer Initial ____
9) Both parties agree that any remaining gallons will be converted to a dollar credit to be used to purchase product at our everyday low retail price.
10) The customer shall purchase K-1 exclusively from CN Brown Energy delivered to the address(s) listed on the contract. If the customer breaches this agreement, refuses deliveries or purchases product from another company, the customer will be assessed a penalty of **$5.50** per gallon for all remaining gallons and this will result in termination of this agreement.
11) As of May 31st 2027, all Budget balances must be paid in full.
12) CN Brown Energy shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation due to weather, Act of God or any other cause beyond CN Brown Energy's control, whether or not similar to the causes enumerated herein. CN Brown Energy may apportion its available supply among its customers in such a manner as it may determine. To the fullest extent permitted by law, Customer assumes the risk of and sole responsibility for and hereby agrees to indemnify, defend and save harmless C.N. Brown Energy, its employees, officers, directors, and affiliates, from any and all lawsuits, damages, expenses, claims for injuries, death, loss or damage of any kind or character, to person or property, by whomsoever suffered or asserted, including those resulting from or arising out of any of (i) the condition, delivery, or use of any delivered product, (ii) CN Brown Energy's operation or performance of services or

other activities thereon, or (iii) any action, omission or negligence and operation under contract or in connection to the operation or performance of services or other activities pursuant to this Agreement.

13) It is the customer's responsibility to monitor the usage at each delivery location, notifying us when a change is made within the property that causes an increase or decrease in usage. If a change in usage occurs and CN Brown Energy is not notified, CN Brown Energy will not assume responsibility for any damage or action due to a run-out. Customer Initial ____

14) Agreement must be completely filled out and signed by a CN Brown Energy representative and customer to be binding. (The customer agrees that this is a binding agreement and in the event of the customers demise their heirs and/or assignees will fulfill the terms of the agreement.)

15) If above address is not the only delivery address, in order to be included in this agreement, additional delivery addresses must be listed below at the time of agreement signing. Delivery addresses may be added with permission.

16) Customer agrees to provide plowed, sanded, and safe access to roadways, driveways, and adequate access to tank fill pipe(s) for safe delivery of petroleum products. CN Brown Energy may choose not to deliver products or perform services if, in its sole discretion, it believes that doing so will pose an unnecessary risk of injury or harm to you, its employees, or the public. Customer agrees that CN Brown Energy may suspend service if CN Brown Energy believes an unsafe condition exists. Customer Initial ___

17) CN Brown Energy or the customer reserves the right to terminate this agreement if CN Brown Energy or the customer does not honor all aspects of this agreement.

18) The contract gallons in this agreement are secured by the purchase/commitment of future contracts, at a fixed price, by CN Brown Energy.

19) Only properties that the customer owns may be included in this agreement. If a property that the customer does not own is included this agreement could be rendered null and void.

20) LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL CN BROWN ENERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE. CN BROWN ENERGY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY YOU FOR ANY REASON, INCLUDING WITHOUT LIMITATION AS A RESULT OF THE EXHAUSTION OF YOUR FUEL SUPPLY, DAMAGE TO YOUR HOME OR PROPERTY RESULTING FROM WATER DAMAGE FROM FROZEN PIPES.

21) CUSTOMERS WITH FACILITIES THAT ARE NOT OCCUPIED YEAR-ROUND. IF YOU HAVE CHOSEN AUTOMATIC DELIVERY, IT IS DIFFICULT TO FORECAST HOMES THAT ARE NOT OCCUPIED YEAR-ROUND AS YOUR USAGE PATTERNS CHANGE. IT IS YOUR RESPONSIBILITY TO MONITOR THE FUEL DISTRIBUTION SYSTEM ON YOUR PROPERTY YEAR-ROUND. CN BROWN ENERGY IS NOT LIABLE FOR DIRECT DAMAGES TO PERSONAL AND REAL PROPERTY (INCLUDING, BUT NOT LIMITED TO, DAMAGE RESULTING FROM FROZEN PIPES OR OTHER WATER DAMAGE) THAT OCCURS AS A RESULT OF THE EXHAUSTION OF FUEL IN YOUR SYSTEM. WE RECOMMEND YOU PLACE A TANK MONITOR ON YOUR SYSTEM TO MONITOR THE AMOUNT OF FUEL REMAINING IN YOUR TANK. YOU MUST PROVIDE CN BROWN ENERGY WITH AT LEAST TEN (10) BUSINESS DAYS' ADVANCED NOTICE OF A NEED FOR A DELIVERY TO AVOID THE EXHAUSTION OF YOUR FUEL SUPPLY.

22) Additional terms of service may apply as posted on CN Brown Energy's website, https://cnbrownenergy.com/. Customer accepts the terms of service, which may change from time to time. Customer acknowledges receipt of the terms of service applicable as of the date of this agreement. CN Brown Energy reserves the right to change the additional terms of service at any time by posting new terms of service on its website. It is Customer's responsibility to periodically check the additional terms of service for changes.

23) The customer understands that the Budget Agreement is a legal and binding document and that by signing the customer is agreeing to its terms. The customer has fully read and understands the terms and conditions of which the customer is agreeing to. Customer Initial ___

Number of Tanks: ____

Size of Tank(s): ____

Product used for: Heat only ☐ Heat and hot water ☐

Gallons used: Year 1:______ Year 2:______ 2 Year Average: 0

Purchase not to exceed customers two (2) year gallon average. If customer history is not available, then the maximum amount of gallons available to purchase is 1,000. Exceptions may be allowed upon territory manager approval.

Minimum gallons purchase: 300 gallons Kerosene

Budget Kerosene gallons ________

*Downside Price Protection of $0.45 per gallon x gallons _____ = $0.00 Total Paid Day of Signing
*Downside Price Protection is Non-Refundable

Budget Price:
*The monthly budget is based on a Budget price of ____________ per gallon.

*Less Electricity Discount $0.00 (if applicable)

*Less Senior Discount $0.00 (if applicable)

*Adjusted Budget Price $0.000

*Budget Gallons __________ x Adjusted Budget Price $0.000 = Total Amount $0.00

*Total Amount x Sales Tax $0.00 (if applicable)

*Less Credit On Account $0.00 (if applicable)

*Total $0.00 /divided by remaining months 1 = Monthly Budget Payment $0

*No other cash discounts are applicable to CN Brown Energy Budget Pricing.

*In addition to the contract price, customer shall pay all new applicable tariffs, duties, taxes, or other charges now or hereafter imposed by any federal, state, or other governmental authority in the United States or Canada. Customer Initial ____

________________________________ ________________
Customer Signature Date

________________________________ ________________
CN Brown Energy Representative Signature Date

Additional Ship-to address:

1. ____

   ____

   Gallons used Year 1: _______ Year 2:_______ 2 Year Average: 0

2. ____

   ____

   Gallons used Year 1: _______ Year 2:_______ 2 Year Average: 0

3. ____

   ____

   Gallons used Year 1: _______ Year 2:_______ 2 Year Average: 0

4. ____

   ____

   Gallons used Year 1: _______ Year 2:_______ 2 Year Average: 0