

## Terms and Conditions

Once your membership is paid, we add your fuel volume to our total for bidding. There's no obligation to accept our bid winner if you don't like the vendor or the price. Though we try to please our members, OTEA makes the vendor assignments based on territory. OTEA seeks the best for its members and vendors may change from time to time. When OTEA finds a better price/vendor, the member will be notified when the vendor assignment changes. If you have an unsuccessful experience with a vendor, we'll be happy to switch you to another, if there is one in your area. However, we don't permit "musical chairs" for vendors every year. The oil market is volatile, usually; vendors all go to bid around the same time. The lowest priced vendor this year will not necessarily be the lowest priced next year. Over time, prices will average out.

We negotiate the discount prices with fuel vendors and announce them via email and USPS. By accepting the terms and conditions herein you agree to be contacted by OTEA by email, USPS and phone in case of emergency (account deletion, expiring fuel offers, etc.). You must contact the vendor we assign you directly, give your OTEA ID#, and choose your plan. Request a contract if necessary, coordinate tank inspections or swaps, etc. It is the member's responsibility to deal directly with the fuel company for delivery, service and all billing. OTEA does not handle the fuel payments. Membership fee is non-refundable in the same sense that AAA does not return your membership fee if your car is not towed during the year. For example if you choose another vendor, find a lower price, sell your home, use a different fuel, credit is refused, tank or equipment fails inspections, vendor shuts you off for non-payment, etc... your fee will not be refunded. Please use the website to answer questions before you join. OTEA does not refund member fees UNLESS we cannot get fuel delivered to you, i.e., there is no refund for failed tank inspections, failed credit checks or for changing your mind. OTEA is not responsible if we cannot provide fuel to you.

### Details & Definitions:

**Fixed:** means the price does not change; it remains the same all season regardless of market changes.

**Pre-Buy:** You pay for your fuel at the beginning of the season. Vendor delivers fuel as you need it until the gallons purchased are delivered. If you underestimate, you pay the vendors rack price for additional fuel. If you overestimate you may receive a refund, credit or charged shortage fee. Call your vendor for details- OTEA does not have this information.

**Budget Pre-Buy:** Same idea as pre-buy, usually 5¢/gallon and payments are over 6 to 10 months, depending on vendor and date purchased. **Rack Plus:** Daily wholesale price of fuel plus administrative costs – price fluctuates daily.

**Heating Season:** Defined by the vendor, may change from year to year. Check with your vendor or contract for details.

We provide Oil, Kerosene, and Propane\*\*. You deal directly with the vendor for payments, delivery and service.

Payments: Vendor also has a right to discontinue service if you don't pay for fuel delivered or pay late.

Propane Tanks details: If you are switching propane vendors there is no charge by the OTEA vendor to change the propane tank. Initial inspection fee may or may not be charged-check with vendor; this may be a charge from the Fire Safety Code Department in your town. It is your responsibility to check with your town which fees may be charged. Also check with your current propane vendor to verify if a) there are any charges to remove the tank and b) if you will receive a refund for the unused portion. The fuel vendor has a right to refuse you service if your installation does not meet Code.

OTEA does not refund membership fees UNLESS we cannot get fuel delivered to you, i.e., there is no refund for failed tank inspections, failed credit checks or for changing your mind.

Payments: Vendor also has a right to discontinue service if member does not pay for fuel delivered or pay late.

Auto Delivery Schedules: Most vendors require auto delivery schedules. Please contact your vendor if you have questions.

Waiver of Liability – Requirement to join. The maximum liability is the membership fee. OTEA's only responsibility is to negotiate the group discount for the service for its members. Paid membership acknowledges agreement of terms and conditions.

If you have any further questions, please contact us at 603-435-3077.

I understand and accept that the only responsibility of Our Town Energy Alliance (OTEA) is to negotiate a group discount. OTEA has no responsibility for and shall not be liable for anything else, including fuel delivery, fuel spills, mistakes by OTEA, member's non-payment, etc. I agree to indemnify and hold OTEA harmless for any and all liabilities, injuries, unforeseen events and costs of any kind. I understand also that this does not prevent me from seeking damages from the Fuel Vendor or my Insurance Company if necessary, due to accident or unusual event.

Membership Rates:

Residential - \$35.00 for one home w/one fuel, additional location/fuel are just \$15 each.

Business - \$50 one fuel, additional location/fuel are just \$20 each.

Non-profit businesses \$40, one fuel, additional location/fuel are just \$15 each.

Contact information:

603-435-3077

[www.otchoice.com](http://www.otchoice.com)

[info@otchoice.com](mailto:info@otchoice.com)

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