



## Service Plans Residential Only

- Safety and Efficiency Check

## General Terms and Conditions

1. Customer shall select service plan and make payment to Company. This Agreement will terminate without refund, at company's option. If (i) Customer fails to pay Company for all goods and services received in a timely manner, or (ii) Customer's oil, gas, or air conditioning unit is serviced by any person other than the Company. Company will call and e-mail to schedule an appointment for annual maintenance under this Agreement.
2. Customer shall ensure that the oil, gas, or air conditioning unit is installed according to manufacturer's instructions and applicable federal, state and local laws and codes. Customer shall ensure that the oil, gas, or air conditioning unit is accessible for service. Company will not service equipment that is obsolete, inaccessible, in poor condition, or poorly installed. Company reserves the right to refuse service ("Red Tag") for any unit that it determines is unsafe, obsolete or otherwise violates this Section. Company may turn off Red Tagged unit. It is Customer or unit owner's responsibility to keep Red Tagged unit turned off until all necessary repairs or replacements are made. Customer shall indemnify and hold harmless Company for any lawsuit, claim, loss or costs related to Red Tagged unit.
3. Company shall not be liable for any damage relating to a freeze-up in an occupied or unoccupied dwelling.
4. Company shall provide parts and perform labor applicable to Customer's Service Plan in a good and workmanlike manner. Company shall not be liable for and service plans do not cover parts or labor for the following:
  - Damage caused by fire, flood, lightning, freeze-up, or other acts of God
  - Parts other than listed in Service Plan
  - Improper boiler water level or pressure
  - Tripped circuit breakers or blown fuses
  - Dirty air filters Parts expressly excluded from Agreement (including parts for Coat and wood-burning Systems)
  - Radiant heating coils
  - Freight charges on any covered and non-covered parts
  - Oil, gas, or air conditioning unit upgrades
  - Tanks and tank-related piping
  - Product run outs or those on credit hold
  - Customer leaving emergency switch in "OFF" position
  - Customer setting thermostat to low to call for heat or too high to call for air (A/C unit)
  - Air in baseboard radiation or radiators
  - Piping not related to heating system
  - Entire boiler, burner, furnace or air conditioner
  - Chimney malfunction, inspection and repair
  - Product storage system
5. There is extra charge for emergency calls after normal business hours for service. "Emergency calls" are defined as is: no heat, no hot water, a fuel leak, oil or gas odor or smoke. If we determine, in our sole opinion, that a service call made on nights, Saturdays, Sundays or holidays was not an emergency, the Customer agrees to pay prevailing labor rates for such calls. Payment for emergency calls is expected at time of service unless previously discussed with company.
6. The term of this Agreement shall be \_\_\_\_\_ to \_\_\_\_\_. The Company reserves the right to accept or decline the Service Agreement based on the condition of the existing equipment. There will be no refunds on any unused portion of this Agreement. Company is not obligated to perform any services after termination.
7. Customer's equipment is subject to Company's inspection prior to Company's acceptance of this Agreement. Initial repairs required to place equipment in acceptable condition prior to Term are excluded and will be charged separately. Company will not be obligated to perform service on or accept the Service Plan for obsolete or unacceptable equipment. Company's obligation to provide parts hereunder is subject to their availability. Customer is responsible for cleaning and repairs for unacceptable equipment and all chimneys.
8. Company shall not be liable for failure to perform or delays related to strikes, labor disturbances, fire, flood, lightning or other acts of God, supply shortages, government regulations, extreme weather conditions or the unavailability of parts.
9. Company shall not be liable for product losses, failures of oil, gas, or air conditioning units or parts, related piping, appliances, tank or line leaks, environmental or other property contamination or loss, claims, damages, losses, costs or injuries to persons and property, delays, the operation or non-operation of equipment, unless directly resulting from the sole negligence of the Company. Customer's sole remedy is a refund of fees paid to Company. Company shall not be liable and Customer shall not seek consequential special, incidental, indirect or punitive damages for any reason.
10. This Agreement contains the entire understanding of the parties hereto and there are no promises, terms, conditions or obligations other than hereby stated herein.
11. The plan will auto renew in the Fall of the next year unless company is notified in writing by August 1st.
12. **Notice of Cancellation - You may cancel this transaction, without penalty or obligation, within three business days from the date of this Agreement, not the first day of Term if different. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Company at address on reversed side not later than midnight of the third business day following the date of this Agreement. If you cancel, any payments made by you under the contract or sale, any negotiable instrument executed by you, will be returned within ten business days following receipt by Company of your cancellation notice. If you cancel, you must make available to the Company at your residence in substantially as good condition as when received, any goods delivered to you under this contract. If you fail to make such goods available to Company, then you remain liable for performance under the contract. Notice of Cancellation applies to goods and services purchased by Customer within the scope of this contract. Customer is responsible for all goods and services provided outside the scope of this contract.**

NOTE: ALL COMMERCIAL CUSTOMERS ARE TO CONTACT COMPANY FOR CUSTOMIZED PREFERRED PLAN