



**Automatic Service Plan Agreement
Terms & Conditions**

This service plan agreement has the following conditions:

Acceptance of this agreement is subject to an inspection by our service department. This inspection may take place at any time up to and including the time of the first service call. Buyer to pay any charges set by federal, state, city or local government.

This Burner Service Agreement applies to the ordinary residential or comparable size commercial installation up to 2 gallons per hour, excluding GE, Low Pressure and Rotary burners, and other obsolete equipment. Listed parts are not covered if obsolete or inaccessible. This Burner Service Agreement is only available to customers who purchase their ENTIRE FUEL OIL REQUIREMENTS from the Company, on an AUTOMATIC OIL DELIVERY basis THE CANCELLATION OF AUTOMATIC OIL DELIVERIES IMMEDIATELY CANCELS THIS AGREEMENT.

If you are without heat during the heating season, we will service your oil burner or controls at any hour of the day or night, including Saturdays, Sundays and Holidays, with no additional charge for labor on parts covered by this agreement. Repairs that are not covered by the service plan will be billed at the prevailing rates.

The Company shall not be liable for, and the customer agrees to hold the Company harmless from any and all claims, charges, losses and damages for personal injury and/or property damage, including but not limited to freezing of pipes, resulting from delays and/or failure to perform, failure to secure obsolete parts, and failure to secure any parts or materials from suppliers. The company will not be held liable for any INCIDENTAL or CON-SEQUENTIAL damage, including but not limited to environmental damage, caused by or resulting from any cause. The Company will also not be liable for Acts of God, government, acts of enemies, strikes, riots, labor difficulties, fires, floods or any cause beyond the Company's control, whether similar or dissimilar to the foregoing, nor shall the Company in any event be liable to the customer for any personal injury or property damage arising out of or in any way connected with or relating to the performance of this agreement or failure to supply oil (run out) when the customer fails to make payment for fuel oil and/or service within terms.

This agreement cancels and supersedes all prior agreements between the parties for burner service. This agreement specifically does not cover calls for service when the burner is off due to low water in boiler, when electrical service is not available, thermostat set improperly, blown or loose fuses, circuit breakers or switches off, restricted or plugged chimney, or parts not listed in this agreement. The customer must provide adequate boiler room ventilation for proper combustion, and properly remove any asbestos-containing materials. This Service Agreement does not cover vacant or unattended homes.

The agreement may be canceled within 30 days of acceptance without liability against either party, except the customer's liability to the Company for services rendered and parts furnished at its regular rates. This agreement may also be canceled by either party, with notice, at any time. If the customer discontinues purchase of fuel oil requirements from the Company, or his oil burner is altered, repaired or tampered with by others in any way that, in the opinion of the Company, affects reliability or detracts from the performance of the burner, this agreement will automatically and immediately terminate. The Company also reserves the right to terminate this agreement if the customer fails to remedy conditions identified by the Company as a hazard to life or property. This agreement may not be assigned by the customer without the Company's written consent. Rendering service in any instance shall not be deemed a waiver of the provisions of this agreement as to any other instance.

THIS AGREEMENT IS FOR ONE YEAR. RENEWAL SHALL BE SUBJECT TO ANY PRICE CHANGES BY THE COMPANY AND PREVAILING AT THE TIME OF RENEWAL. ONE MONTH'S NOTICE WILL BE GIVEN BEFORE EXPIRATION. THIS AGREEMENT IS NOT WRITTEN ON A PRORATED BASIS, AND NO REFUND WILL BE MADE IF CANCELED PRIOR TO NORMAL EXPIRATION DATE.

NOTE: There may be a surcharge Saturdays, Sundays, nights and holidays for non-emergency calls when the burner is capable of supplying heat until normal business hours.