

Please download the contract, fill out and sign the last page, and email it to info@overstockoil.com

24/7 Service Contract for 1 Year

\$129.00 plus tax

This contract includes an **Annual Preventative Maintenance** and 24 hour 7 day a week emergency service on up to 2 heating zones as described below:

Annual Preventative Maintenance includes:

- Disconnect and check flue pipes
- Clean chimney base
- Clean boiler/furnace flue passages
- Clean and adjust burner
- Replace nozzle, filter & pump strainer
- Clean oil lines
- Visually inspect all wiring
- Check all electronic controls
- Replace filter (electronic and media filters not included)
- Test for safe operation
- Check efficiency

Maintenance must be scheduled Monday through Friday between 8:00 am and 4:00 pm. Evening and weekend appointments are reserved for emergency service only to keep our response time as fast as possible.

All services provided under this agreement are billable and subject to the rate schedule described below. This Agreement also renews concurrently from year to year. There is an annual fee for this agreement of \$129.00, which also includes the cost of preventive maintenance of the main heating unit. Other heating appliances, such as hot water heater and secondary heating units will be charged according to the fee schedule below.

OverstockOil.com will not be responsible for any damages or losses arising from failures due to labor shortages, strikes, or to conditions beyond its control, or in the event the delivery or service is stopped due to a default in the payment terms by the customer. OverstockOil.com shall not be liable for loss, damage or injury, caused by a failure or delay in performing services outlined herein. No heat, serious fuel leaks or dangerous situations constitute emergency service. All other service will be performed during normal business hours Monday-Friday, 8:00am - 4:30pm.

Terms and Conditions

This contract is valid for one year from the date of sign up.

This contract can be withdrawn by us if upon inspection it is determined that the equipment is not in proper working order or no longer serviceable. During the term of this agreement any and all service on the equipment must be performed by OverstockOil.com. If any work is performed by anyone other than OverstockOil.com this contract will be void without refund of any kind.

OverstockOil.com will perform service as quickly as possible under normal conditions; we assume no liability for delays beyond our control or the consequences of such delays.

This contract does not cover “acts of god” such as floods and storms, water leaks or power outages, clogged air filters or any other repair due to misuse. Running out of oil, no heat due to sludge conditions, and water in the oil tank are not covered by this agreement. Also, service calls that are diagnosed to be no electric to the unit, thermostat set incorrectly, circuit breaker tripped, or emergency switch turned off will be chargeable calls.

Before calling for service check:

- Thermostat settings
- Circuit breakers
- Emergency switches
- Electric is on in home

Freeze-ups: OverstockOil.com does not warrant that the heating system will work properly all of the time. The customer needs to notify OverstockOil.com of system failure immediately. OverstockOil.com is not responsible for freeze-ups or frozen pipes and subsequent damage due to a freeze-up. In order to minimize the potential damage OverstockOil.com recommends that someone be at your home on a daily basis checking that the heating system is working properly.

Suggestions when leaving your home for an extended period of time:

Use of a central monitoring service, automatic monitoring system, installation of antifreeze in heating system, shut off water main and drain domestic water. For further information regarding freeze-up protection, go to www.Dominofuel.com.

Early Termination: If the customer should terminate this contract for any reason at anytime prior to the end of this service agreement, or if OverstockOil.com terminates the customer’s account for failure to comply with OverstockOil.com’s terms as set forth herein, the customer will be charged an early termination fee of \$55.00 representing “Liquidated Damages”, in addition to any outstanding balance owed to OverstockOil.com for any fuel purchases and service work performed from the date of commencement of this agreement until the date of termination.

Customer will still be liable for all conditions as set forth herein. Any monies due under this contract must be paid within 15 days and any balance that remains unpaid, will be subject to a finance charge equal to 2% per month, in addition to any and all collection costs, court costs and attorney fees.

It is further understood and agreed to by and between the parties hereto that the provisions of this

agreement shall be suspended if and in the event any of the following occur: If OverstockOil.com is unable to perform under the terms of this agreement from causes incident or resulting from present and prospective emergency conditions, or other causes beyond the reasonable control of said party, including but not limited to transportation delays or interruptions of supply, extreme volatility, acts of God, national emergency, war, Force Majeure, fire, flood, hurricane or similar conditions, or if OverstockOil.com determines after an inspection, that the heating system and/or fuel storage tank is in an unsafe condition.

This agreement serves as your permission for OverstockOil.com to charge your credit card for all goods and services provided to you by OverstockOil.com.

It shall be further understood that the services and or products including but not limited to fuel oil, heating equipment and parts provided to you by OverstockOil.com are contingent and owned by OverstockOil.com until such time as the balance for said services or products have been paid in full.

Please be aware that it is your responsibility to keep your account in good financial standing with OverstockOil.com. Automatic deliveries will not be made if there is a balance on your account for any oil delivery or service provided.

GENERAL CONDITIONS

1. One annual tune up is included. If another tune up is necessary within the contract year, there will be a charge.
2. This contract will renew yearly and may be cancelled by either party via written notification only, said notification must be received no later than thirty (30) days prior to the renewal date.
3. Unless otherwise notified, the credit card used for renewals will be that which was used in order to execute the original contract. It is the customer's responsibility to notify OverstockOil.com that you do not wish to renew the contract.
4. Emergency service calls such as "NO HEAT", "NO HOT WATER", OR "MAJOR OIL/WATER LEAKS" will be rendered on a 24 hour basis. All other service calls will be scheduled during regular business hours which are Monday-Saturday 8:00am - 4:00pm excluding holidays.
5. Upon arrival of service technician, equipment must be accessible for repair, and an adult must be present. There will be a \$25.00 service charge to return if we cannot perform duties at this time.
6. Any work done on boiler or burner from any source other than OverstockOil.com shall terminate this agreement.
7. OverstockOil.com reserves the right to cancel this agreement with no refund to the customer if the equipment is deemed obsolete or can no longer be repaired due to inability to obtain parts. Customer will have an option to upgrade the equipment.
8. This agreement may be cancelled by either party by written notice within thirty days of acceptance without liability against either party, except the customer's liability for services rendered or parts furnished at regular rates. If cancelled after thirty days, this agreement has no refund, but may be assigned by the customer to any future owner of premises mentioned on condition the new owner agrees to comply with the terms and conditions set forth herein.

Annual Agreement Fee Schedule:

Agreement Annual Fee - \$129.00 + tax

- Hot Water Heater Option - x \$50.00 each
- Additional Heating Units - x \$85.00 each
- Additional Heating Zones - x \$50.00 each

Service Call Rate Schedule:

8:00 am - 4:30 pm: \$119.00 service call rate (covers 1 hour of labor)

4:31 pm - 7:59 am: \$159.00 service call rate (covers 1 hour of labor)

Weekends & Holidays: \$189.00 service call rate (covers 1 hour of labor)

Service prices are subject to the hourly minimum charge, parts cost and applicable taxes.

Heating System Information:

Burner Make & Model _____ Burner Age: _____

System Type: Water Air Steam

Hot Water: Indirect Separate Coil

Number of Heating Zones: _____

I have read and agree to the terms and conditions of this service contract:

Name: _____ Phone: _____

Address: _____ Town: _____

Signature: _____ Date: _____