

## Space Heater service Contract

This contract certifies that P.G. Willey & Company will be responsible for a service plan in hopes of delivering continued service excellence to our customers. The contract is composed of the **:Annual tune-up and efficiency test.** The **-Terms and Conditions-** are listed and described as follows.

### Annual Tune-up and efficiency test:

- \* Check and test all controls
- \* Check venting
- \* Check and adjust ignition system
- \* Check, replace or clean filters
- \* Lubricate motors
- \* Vaccum unit
- \* Test-fire heating unit to verify that it is functioning properly

### Covered Parts:

- \* Burner parts
- \* Controls
- \* Ignitor
- \* Thermocouple

**No other parts are covered (see terms and conditions)**

This is a legally binding contract. Please read carefully before signing. By signing below customer accepts all of the terms and conditions. This agreement does not become a binding contract until it is signed by both parties.

**Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_.

**P.G. Willey (agent):** \_\_\_\_\_ **Date:** \_\_\_\_\_.

## - Terms and Conditions-

The customer must purchase their entire year's supply of fuel from P.G. Willey & Co., and be on "automatic delivery" to be eligible for this service contract. Property owners or landlords must also recognize this rule and assure that their fuel needs are taken care of by P.G. Willey & Co. Failure to follow these terms could result in immediate termination of this service plan at our discretion without refund.

All appliances,boilers,heaters, or furnaces (or related equipment) **MUST** be inspected and approved by one of our licensed service technicians.**PRIOR** to the activation of this contract.

The service contract policies apply **ONLY** to the repair or replacement of any or all parts listed on this contract, No other part of the appliance, boiler,heater, or furnace are covered in this contract; including any piece of the equipment that water passes through, such as domestic hot water hookups,valves,pipling,radiation, labor costs, etc. Furthermore, any wood or coal add-on units are not covered under this service contract either.

By signing this contract, the customer acknowledges that P.G. Willey & Co. will not be held responsible for damage due to a frozen heating system,frozen pipes,flooded basements,interruption of electrical power,hurricanes,tornadoes,fires,customer negligence,inadequate fuel supply when the account is not on automatic delivery,any account payments that are delinquent, or any other acts of god.

The service contract does not cover the repair or replacement of any fuel lines between the customer's tank and heating unit. Fuel flow problems (gelling) stemming from the outdoor storage of fuels are not covered by the plan.

Considering that we are well equipped to provide emergency service to our customers, P.G. Willey & Co. will not be liable for any delay or failure to supply labor,material,or service because of extenuating circumstances that are beyond our reasonable control. In any event, we will not be held liable to any consequential or incidental damages or injury of any kind or description, including personal injury.

The service contract does not cover, and P.G. Willey & Co. is not responsible for: any damages to persons or property (including enviromental damage stemming from the leakage or spillage from any fuel lines,fuel tanks,or any other part of the heating system), whether it be incidental or consequential. P.G. Willey & Co. is absolved of any responsibility concerning the leakage,spillage,escape of fuel, or any other heating related substance for any reason whatsoever. Again, this service contract does not cover,and P.G.Willey & Co. is not responsible for the contamination of soil,other property damage,or personal injury.

In order to be covered under this agreement,any service required (after 5:00PM on Monday thru Friday or on Saturdays,Sundays, or specified holidays) must be the result of a total mechanical failure of the heating system, therefore causing **NO HEAT**. Any other service calls received during after-hours periods will be billed to the customer at the standard hourly rates in effect at that time, and customer agrees to pay them.

Payment under the service contract is due within thirty (30) days after the billing date,unless a budget program has been made with our billing program.