



HEATING OIL ANNUAL BURNER SERVICE PLAN AGREEMENT

EFFECTIVE DATE	_____ <i>Effective Date</i>	ACCOUNT NO.	_____ <i>Customer Account No.</i>
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This Heating Oil Annual Burner Service Plan Agreement is entered into as of the Effective Date noted above between Richard's Oil and the Customer, pursuant to and subject to all Terms & Conditions as outlined on the second page of this agreement, and all Burner Plan details as outlined in the Package Options document.

Plan Selection

Please mark the space below to indicate which Annual Burner Service Plan you would like:

Bronze — \$299.00	Silver — \$349.00	Gold — \$449.00

Customer Information

Please provide all details below:

Customer Name:	
Customer Phone:	
Customer Email:	
Service (Home) Address:	

By signing below, Customer has reviewed all available Richard's Oil packages in detail (Bronze, Silver & Gold) and is aware of all included Services, Parts, Allowances & Exclusions for each plan. Plan will auto-renew annually unless cancelled by the Customer. Customer agrees to all Terms & Conditions as outlined on the second page of this agreement, and agrees to all additional Richard's Oil customer terms, including oil delivery requirements, payment requirements & terms.

_____ <i>Customer Signature</i>	_____ <i>Date</i>
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RICHARD'S OIL — ANNUAL BURNER SERVICE PLAN — TERMS & CONDITIONS

Richard's Oil Maintenance Plans are available to **automatic delivery customers** who purchase their entire fuel supply and heating system services from Richard's Oil during the term of the Maintenance Plan, and whose payments are in accordance with our payment and credit terms. **This Maintenance Plan becomes effective after our inspection and approval of your heating system and oil tank.**

1. Emergency Service: During the lifetime of this agreement, Richard's Oil will provide dependable, prompt emergency service seven days a week, 365 days a year. Emergency service constitutes no heat during winter months, serious oil and water leaks, or dangerous situations. All other regular service will be performed during normal working hours. Please see Richard's Oil for current hours. Non-emergency work, if requested after normal working hours, will be billed at our standard overtime rates.
2. This policy applies only to residential heating systems with up to two gallons per hour output.
3. The length of this agreement is one (1) year from date of acceptance. It will automatically renew annually unless we are notified in writing of cancellation prior to renewal date. Renewed plans may be subject to price and coverage changes.
4. Customer responsibilities include, but are not limited to, scheduling appointment for annual tune-up; keeping area around the boiler and oil tank clear of all items and debris so service technician can repair appliance in a professional manner; checking all switches, batteries, fuses, and circuit breakers prior to placing a service call; flushing and maintaining an adequate water level in the steam boiler; and maintaining the chimney.
5. This agreement only covers heating system parts and components specified in each Plan (Bronze, Silver & Gold) that fail due to normal wear and tear. A complete list of covered parts and/or parts which have allowances can be found on the Richard's Oil Plan Overview document. Preexisting conditions which cause failures in the operation of the heating system will be repaired and may be charged at our normal hourly rate.
6. This agreement does not cover parts or labor, whether damage be secondary or consequential, when failure is due to the following: air in baseboard radiation or radiators; changes in oil consumption; customer leaving emergency switch in "off" position; thermostat set improperly; dirty air filter or lack of water in boiler; failure of customer to maintain proper boiler water level pressure; frozen pipes; frozen or gelled oil lines; fuses or circuit breakers blown; inadequate boiler room ventilation; lack of oil when delivery was delayed due to delinquency in payment or when customer is not on automatic delivery; power interruption; wars; acts of God; accidents; fire damage; flooding or other water damage; government regulations; strikes; riots; or other conditions beyond the control of Richard's Oil.
7. This agreement will be void if all fuel oil requirements are not met, including but not limited to failing to purchase a minimum of 500 gallons from Richard's Oil during each service year; removing his or herself from automatic delivery status; if the customer is placed on credit hold due to unpaid balance; customer procures heating equipment service from any person other than an authorized service representative of Richard's Oil; or the property is vacant or untended.
8. This agreement does not insure against leaks from fuel storage tanks or any damages to persons or to property resulting from such leaks even if the tank has been tested ultrasonically and it is enrolled in the tank replacement program. Plans do not cover cleanup, removal, remediation, or other costs of compliance with any laws, rules or regulations regarding fuel storage tanks, oil lines, and tank piping. Richard's Oil will not be responsible for any injury or damage resulting from the disposal discharge, dispersal, release, or escape of oil or other petroleum substance into or upon the customer's property, surrounding property, the atmosphere, or any water course or body of water, unless caused by the negligence of Richard's Oil. Customer shall be responsible for the condition and maintenance of the fuel tank, lines, and tank piping, and for compliance with all laws requiring notice to government agencies or officials in the event of a leak from said tank.