



FAMILY FUEL & HEATING SERVICE INC.
217A Sumise Highway, Rockville Centre, New York 11570
P:(516) 678-1227 F: (516) 678-5167
BobbyAtFamily@cs.com www.familyfueloil.com

OIL SERVICE AGREEMENT

FAMILY HEATING SERVICE INC., who agrees to repair or replace at no extra cost, if defective, the following:

Air Eliminator	Circulator	Emergency Switches	Impeller	Pressure Gauge	Thermostat (NOT CLOCK)
A/B Aquastat	Circulator Motor	Extrol Tank	Limit Controls	Pressure Relief Valve	Transformers
Bearing Assembly	Circulator Couplings	Fan	Low Water Cut-Off#67	Primary Controls	Vent Alarms
Blown Burner Fuses	Delayed Oil Valve	Fan Belt	Nozzles	Relays 8184/RA 117	Zone Valves
Boiler Drain	Draft Regulator	Fill & Vent Caps	Oil Filters & Cartridges	Sight Glass & Washers	
Burner Head	Dual Unit Feeder/Relief Valve	Firematic Valve	Pigtails	Smoke Pipe	
Burner Motor	Electric Wiring to Controls	Fuel Pump	Porcelains	Steam Pop Safety	
Cadmium Cells	Electrodes	Ignition Transformer	Pressure Control	Temperature Gauge	

2. To provide annual cleaning and adjustment of Burner and Boiler, for more efficiency and safety.
3. To provide 24 hour Emergency Service, with reasonable promptness.
4. There shall be no obligation by FAMILY HEATING SERVICE INC. to replace parts which are rendered unfit for use By Flooded Cellars, Freezing, Fires, Acts of War, or cause other than considered normal.
5. FAMILY HEATING SERVICE INC. shall have the right to reject any Contract if on Inspection deems the Boiler/Burner Unsuitable for Servicing.
6. FAMILY HEATING SERVICE INC. shall have the right to cancel this agreement without notice for any reason, including but not limited to the procurement of Fuel Oil or Burner Service from anyone other than FAMILY HEATING SERVICE INC.
7. All Fuel Oil must be Paid for within 30 days from date of delivery and/or service, otherwise subject to 1.5% per month, or 18% annual interest charges.
8. This Agreement shall automatically renew itself from year to year unless terminated by either party prior to expiration date.
9. A minimum of 600 gallons of Fuel Oil is to be purchased per heating year. If Customer does not reach required minimum, Customer is subject to a compensation charge of \$199.00.
10. Lock-In Price is effective through current heating season, ending April 30th, unless otherwise stated. Refer to Oil Service Agreement Addendum for further Lock-In information.

Customer Name _____
 Delivery Address _____
 City/State/Zip _____
 Social Security # _____
 Billing Address _____
 City/State/Zip _____

Telephone Home () _____ Cell () _____ Work () _____

E-mail Address _____

Contract Commences _____ 20 ____ *Note Contract terminates ____ year(s) from commencement

Total \$ _____
 Sales Tax \$ _____
 Total Amount Due \$ _____

Authorized Representative _____ Date _____
 Print Name _____
 Customer Signature _____ Date _____
 Print Name _____

HOME HEATING OIL SERVICE/FUEL OIL PURCHASE AGREEMENT TERMS & CONDITIONS

1. Agreement: The Home Heating Oil Service Agreement is an agreement between Family Fuel & Heating Service, located at 217A Sunrise Hwy Rockville Centre, NY 11570, and you, the undersigned customer ("customer") under which Family Fuel & Heating shall provide home heating oil and oil burner service. The Family Fuel & Heating Service Home Heating Oil Service/Fuel Oil Purchase Program agreement will henceforth be referred to as the "Service Agreement". The Service Agreement provides service coverage as pertaining to and listed on the Service Agreement and subsequent renewals, (a) oil fired home heating equipment with an input no greater than 400,000 BTU's/hour and (b) oil fired domestic hot water equipment with an input no greater than 200,000 BTU's/hour. Coverage is available to homes in Nassau, Queens and Western Suffolk counties. All equipment is subject to inspection prior to acceptance of any service program enrollment. The customer may be subject to provide a credit history report or allow Family Fuel & Heating Service to order a credit history report from reporting agencies in order to complete the application process.

2. Preliminary Period: The customer is subject to a 30 day preliminary period in which time Family Fuel & Heating Service reserves the right to charge the customer at prevailing rates for labor and material for any necessary services including but not limited to cleaning, repair, and/or replacement of any part or piece of equipment that is not functioning or properly installed according to manufacturer specifications, and local and state codes. If all previously stated conditions are met, coverage begins immediately following Family Fuel & Heating Service acceptance of this agreement and the corresponding payment if required. The customer may refuse any of the initial repairs, under the express knowledge that all agreements in conjunction with fuel oil service and delivery will be void and any open invoice for fuel oil delivery or service will be due within 24 hours of cancellation.

3. Service Hours:
Emergency: 24 hours/day, 365 days/year
Non-Emergency: May 1 – September 30, 8AM – 4PM, Monday – Friday
October 1 – April 30, 8AM – 6PM, Monday – Saturday

4. How to Obtain Service: A Family Fuel & Heating Service representative can be reached by calling 516-678-1227. Emergency service for no heat or no hot water complaints will be available 24 hours/day 365 days/year. All non-emergency calls will be scheduled for a time convenient for the customer during regular business hours. Family Fuel & Heating Service will make every reasonable attempt to provide prompt service to the customer barring any circumstances beyond reasonable control.

5. Emergency Service Contacts: In the event of a gas leak, service interruption, electrical power outage or any other emergency, please use the following numbers to directly contact help:

- Emergency Services: 911
- PSE&G Emergency: 1-800-436-7734
- National Grid Gas Emergency: 1-800-490-0045

Once the Utility or Emergency Unit has been notified, you may then call Family Fuel & Heating Service: 516-678-1227

6. Annual Cleaning & Tune-up: The Service Agreement includes one annual preventative Tune-up & Cleaning. This inspection must be scheduled between April 1st and September 30th. It is the responsibility of the customer to schedule the Annual Cleaning & Tune-up. Annual Cleaning & Tune-up scheduled after October 1st will be subject to a \$125(+ tax) Service Charge.

7. Liquidated Damages: If the customer does not satisfy the minimum requirement of 600 gallons prior to the end of the Service Agreement, Family Fuel & Heating Service reserves the right to charge the customer for the gallons necessary to satisfy the minimum requirement at the price for fuel oil specified on the Purchase Agreement ("Liquidated Damages") and/or \$199 Service Agreement fee. Other fees may apply, see section 9 for details.

8. Damage: Family Fuel & Heating Service warranties all parts for defects in workmanship for a period of one year from date of installation or the length of the existing Service Agreement should the agreement be cancelled or not be renewed. Family Fuel & Heating Service also warranties the labor associated with the replacement of any part for a period of one year or the length of the existing Service Agreement should the agreement be cancelled or not be renewed. Family Fuel & Heating Service will repair or replace any part, at its discretion, proven to be defective under normal usage. Damage caused by the homeowner will not be covered by this warranty. Family Fuel & Heating Service is not responsible for any collateral damage caused by parts, covered equipment, improper operation or failure of any covered equipment. Family Fuel & Heating Service will not be responsible for expenses accrued due to the

unavailability of parts. Any warranty implied or otherwise is to the customer, location and equipment specified in Service Agreement.

9. Payment: Payment for any service, labor, or materials not covered under the Service Agreement is due within 30 days of the date of invoice. The Service Agreement and Fuel Oil Purchase Agreement will be suspended if the customer account becomes delinquent 15 days or more past the specified due date. Any system or part failure due to suspended deliveries resulting from a delinquent account balance will not be covered under the Service Agreement and will be billed at prevailing rates for labor and material. A fee of \$25.00 will be charged to the customer's account for each returned check.

10. Cancellation, Early Termination, & Breach of Contract: The customer may cancel the Service Agreement within the 30 day preliminary period. A cancellation notice must be made in writing and sent to Family Fuel & Heating Service at 217A Sunrise Hwy. Rockville Centre NY 11570. The Service Agreement may not be cancelled without incurring a penalty if any service has been rendered to the house prior to the 30 day period. Any cancellation after the 30 day preliminary period will be considered an "Early Termination." No refunds will be given for Early Termination. If the terms of cancellation have been met, the Service Agreement shall be void and a refund for the Service Agreement equaling the amount received by Family Fuel & Heating Service will be made within 15 days of receipt of the cancellation notice. Family Fuel & Heating Service reserves the right to cancel any contract at its discretion in the event that Family Fuel & Heating Service determines the covered equipment becomes unserviceable due to factors such as age, environment, unavailable parts, unsafe working conditions, abuse or neglect of equipment, failure to make payments according to the Service Agreement and/or the Fuel Oil Purchase Agreement, failure of the customer to follow the professional advice of Family Fuel & Heating Service or any other contract the customer has with Family Fuel & Heating Service. Cancellation by Family Fuel & Heating Service for any other reason will be made by mail to the address listed on the Service Agreement 15 days prior to cancellation. The customer will be in breach of contract due to, but not limited to, accepting service from another company, supplier, or source; refusing service, and/or servicing any heating equipment without the express knowledge and written consent of Family Fuel & Heating Service. The Service Agreement and the Fuel Oil Purchase Agreement will be suspended if the customer account becomes delinquent 15 days or more past the specified due date of any invoice. A breach of contract may result in the suspension of the Service Agreement and the Fuel Oil Purchase Agreement. Any system or part failure due to suspended deliveries resulting from a delinquent account balance or an account in breach of contract, will not be covered under the Service Agreement or the Fuel Oil Purchase Agreement and will be billed at prevailing rates for labor and material.

11. Service Agreement Renewal: Customers will be notified and invoiced by mail 30 days prior to the Service Agreement expiration date unless a grandfathered contract is in affect. A new one year Service Agreement will take effect on the anniversary of the previous agreement providing payment has been received by Family Fuel & Heating Service prior to this date. Family Fuel & Heating Service reserves the right to change price and terms of the Service Agreement at the time of renewal.

12. Limited Liability & Force Majeure: The Service Agreement does not cover any service, labor, or material on account of any damages, defects, malfunctions, or system failures resulting from any unusual circumstances, including, but not limited to abuse, accident, damage, fire, freezing, floods, electrical surges, electrical power outages, improper operation and maintenance, misuse, natural disasters, neglect, negligence, severe weather conditions, acts of war, acts of government (foreign and domestic), acts of terrorism, and acts of God or the like. Family Fuel & Heating Service shall not be liable for any consequential or incidental damages of any nature, such as a customer's loss of use of its residence, or the cost of replacement shelter, heat or water, claims of personal injury, and/or attorney fees. Family Fuel & Heating Service will not be responsible for expenses accrued due to the unavailability of parts. Family Fuel & Heating Service is not responsible for any delays on account of or due to any other circumstance or condition beyond reasonable control.

13. General Provisions: The Service Agreement can be modified only by a written agreement signed by both the customer and Family Fuel & Heating Service. The laws of the State of New York shall govern the terms and conditions of this agreement. Any action brought under the Service Agreement shall begin in the appropriate court in Nassau County, New York.

I, _____, have read and understand the agreement terms and conditions. I enter into this voluntarily, with full knowledge of its effect.

Customer's Initials: _____

Date: _____