

Propane Gas Service Agreement

MARYLAND HVACR 01-9405

This service agreement is one of the most cost effective decisions you can make. Regular preventive maintenance is designed to increase efficiency, extend equipment life, and reduce the likelihood of a breakdown. This service agreement has been designed with your families comfort and safety as a priority. This agreement provides the following:

☀ Annual Preventative Maintenance Inspection, which provides the following:

- Check pilot, clean and adjust as necessary.
- Check burners, clean and adjust as necessary.
- Check flame sensor, clean or replace as necessary
- Check thermocouple, clean or replace as necessary
- Check the operation cycle upon completion
- Check draft inducer motor.
- Check and adjust flame.
- Boiler Systems Only:
 - Check igniter.
 - Check base of chimney.
- Oil all motors on burners, fans, and circulators, when applicable.
- Safeties check all operating controls, wiring, and thermostat(s).
- Check the operation cycle upon completion of inspection
- Take carbon monoxide test.
- **Boiler Systems Only:**
 - Drain expansion tank.
 - Bleed air from radiators on first floor if accessible

☀ Items not covered by this agreement are not subject to the diagnostic fee, and will be billed using a discounted repair fee found in the service technician's price book.

☀ Please refer to the following list for specific parts coverage under your agreement.

Aquastat	Blower wheel	Pilot assembly
Blower bearings	Burners	Pressure switches
Blower belt	Emergency switches	Run capacitor
Blower motor, direct drive or belt (up to 1/3 HP)	Flame sensor	Snap disk limits
Blower pulley	Gas valves	Thermocouple
Blower relay	Hot surface igniter	Thermostat sub-base
Blower shaft	Inducer motor assembly, (PSC only)	Thermostat, standard
	Orifices	Transformer

Environmental disposal fee is included as a covered item under the agreement as it relates to covered parts, items replaced that are not covered may be subject to this fee.

Inspection is to be scheduled by the Customer during normal hours of coverage.

Company is not responsible for damage due to lack of maintenance.

Hours of coverage are 7:30 am - 3:30 pm Monday-Friday for all non-emergency work. Emergency service will be available to you as an agreement holder at the prevailing rates.

See reverse side for General Terms and Conditions

General Terms and Conditions

1. Renewal. This agreement cancels and supersedes all prior agreements between the two parties for heating service. Agreement is effective on the date of invoice and will remain in force for one (1) year. Agreement is self-renewing and will renew annually at prevailing rates, terms and conditions, unless and until terminated by either party in writing, not more than 30 days from billing date.

2. Payment. Charges for agreement will be invoiced annually. If customer fails to pay within 30 days of billing date the Company has the right to impose a late payment charge (finance charge) on unpaid balance at the monthly periodic rate. Agreements not paid in full within three months will be removed from customer's account and any services performed during this period will be billed at Company's prevailing rates. Budget customers will have this billing included in their monthly payment plan. Failure on the part of the customer to make payment when due shall relieve the seller of the entire obligation of providing service under this agreement.

3. Cancellation. Either party may cancel this agreement by providing 30 days written notice. Agreement is transferable to a new homeowner when service is established with the Company. After 30 days from invoice date there is no refund of this agreement.

4. Conditions of Coverage. Upon initial visit by technician, heating system will be inspected for compliance with company criteria. Items determined necessary to bring heating system up to this criteria will be the responsibility and expense of the customer and agreement will not be applicable until criteria are met. If, upon inspection, the equipment covered ceases to meet acceptable standards for continued coverage, all costs for parts and service rendered prior to the date of cancellation will be applied against the cost of the agreement. Any remaining balance will be refunded to the customer. The

Company reserves the right to postpone services for unsafe or unsanitary conditions.

In the event that the equipment under agreement is no longer economically repairable, we will provide customer with a quote to replace, until replacement takes place, no further service work will be performed.

Customer is to keep heating equipment accessible and free from any obstructions that deter proper servicing of equipment. Area around equipment, including crawl space must be dry.

Obligation to furnish replacement parts is subject to availability of parts from normal sources of supply. If parts are unavailable or obsolete contract coverage on these items is voided.

5. Exclusions. Specific exclusions include but are not limited to: high or low voltage wiring, circuit breakers, programmable thermostats, gas lines, piping or vent systems, variable speed inducers and variable speed motors. In regard to Boiler systems water controls, piping, or boiler sections. In regard to Warm air systems – duct work, trol-a-temp controls, heat exchanger. Agreement does not cover parts or labor when failure is a result of the following, and should be written as listed with a few minor changes throughout.

If applicable, the lack of propane when delivery has been delayed due to delinquency in payments or when customer is not on automatic delivery or fill is not accessible.

The customer leaves emergency switch in the "off" position; has

a blown fuse, not part of the system or tripped circuit breaker.

The customer sets the thermostat too low to call for heat. Secondary damages caused by tank or line leakage, malfunctioning chimney, failure of equipment or other conditions resulting from delay or failure to render service due to situations

beyond our control, including water around the heating unit, inclement weather, strikes, war, riots, or acts of God. Service under this agreement does not include labor or parts made necessary by fire, water damage, soil remediation, environmental compliance or other abnormal conditions.

Liability for injury or damage to persons or property or consequential damage resulting from defects in or non-operation of heating equipment or its accessories, including propane tank and flue vent system, nor resulting damage from heat failure in vacant building.

Plumbing and piping, specifically water leaks are excluded. Failure of customer to maintain proper boiler water level or pressure; air in baseboard or radiators; flushing of low water cutoff and automatic feed valve system in steam boiler; and draining expansion tank are excluded.

Other accessories and/or equipment such as air conditioning, heat pumps, humidifiers, electronic thermostats, air cleaners, supply lines, storage tank, and chimney or vent system are not covered by agreement. In general, if item is not specifically stated as covered, then it is not.

The Company shall not be liable for gas flow problems directly related to storage equipment, transmission lines, and/or temperature (if supplied by a company other than the Company).

6. Default by customer. Company reserves the right to terminate agreement without notice or refund if any of the following occur: Customer permits any person other than an employee or authorized representative of Company to perform service on customer's equipment.

Customer fails to keep account current in accordance with existing credit policy of Company. In such case, Company reserves the right to withhold the delivery of propane and service.

7. Preventive Maintenance Inspection (PMI). This service is provided under the agreement but in itself holds no monetary value. It is the customer's responsibility to contact our office to schedule inspection. These inspections will start on October 1 and continue through March 31 of each year. The Company shall not be obligated to perform PMI between October 1 and March 31. PMI will be performed during normal working hours, Monday through Friday 8 am to 4:30 pm. Company is not responsible if PMI is not performed due to the unavailability of customer to schedule work. As previously stated on reverse, we recommend this service be performed in 18-month intervals, dependent upon annual fuel usage.

8. Service Hours. Normal service covered by this agreement including PMI, will be performed during our regular working hours, Monday through Friday, 7:30 am to 3:30 pm. For the period of October 1st through March 31st, emergency burner service will be provided 7 days a week during the hours of 7:30 am to 11:00 pm. **Emergency service constitutes no heat, serious fuel leaks or other dangerous situations.** All service performed outside these prescribed hours will be billed at time and one half our normal hourly labor rate.