

# MAINTENANCE AGREEMENT



## Heating Equipment

With a maintenance agreement from HOP Energy, you and your family will enjoy the following benefits:

- 1. Minimize unexpected and costly equipment break downs**
- 2. Maximize your heating system's efficiency and reliability**
- 3. Extend the life of your heating system**
- 4. Quality workmanship by our trained service technicians**
- 5. Our technicians are local, licensed and uniformed, and we can text you when we are on the way, so you can go about your day**
- 6. 15% discount on all additional service calls**

### Your Peace of Mind Protection

The Guardian Service Agreement provides a periodic system evaluation and tune-up at your request once a year. This service is essential to keep your heating system in top operating performance. Please schedule this important tune-up today.

#### Added security, and bonus discount:

Along with the comprehensive system evaluation and tune-up, the Guardian Service Agreement can provide you with 24-hour emergency service. A standard diagnostic fee will be charged and you will be provided with an accurate parts estimate to repair or replace any defective part at the time of service.

In most cases we can make the necessary repairs on the spot, eliminating a need for an additional call, and minimizing any inconvenience for you and your family. Your family's comfort is our business and we have the experience and tools to do it right!

As an added bonus, as a Guardian Service Agreement member you will receive a 15% discount on any additional service work required.

### Maintenance

#### Combustion Efficiency Test + Inspect, Clean & Adjust

Belt(s)
CAD Cell Eye
Chimney Base
Electrodes
Fan/Limit Control
Filters
Fuel Pump Strainer
Heat Exchanger
Lubrication
Nozzle (replace as necessary)
Oil Filter (replace)
Oil Line (vacuum test)
Oil Line Fittings
Oil Tank
OSV Valve
Pump Pressure
Flue Pipe
Solenoid Valve
Stack Relay
Temperature Rise
Thermostat
Tube/End Cone
Vacuum Level 1 (if needed)*

\*Level 1 Vacuum is the removal of normal soot from the unit. If level 2 or 3 is required, there will be an additional charge. Level 2 is the removal of a unit plugged with soot and level 3 is the removal of a plugged unit and plugged chimney base.

# Terms & Conditions

The plans described herein have the following conditions:



**1.** This agreement is only available to customers who purchase their entire fuel oil requirements from the Company, on an automatic delivery basis. The cancellation of automatic oil deliveries immediately cancels this agreement.

**2.** This agreement between you and HOP Energy LLC (the "company") cancels and supersedes all prior agreements between the parties for burner service if such existed. **This agreement is subject to an inspection by our service department to new plan holders or upon an upgrade in coverage to a higher level service plan. The inspection may take place at any time up to and including the time of the first service call. Initial repairs required to put the burner in an acceptable condition are not covered.** Customer is to pay any taxes and other charges set by federal, state, city or local governments.

**3.** Normal service hours are Monday through Friday, 8am – 5pm, excluding weekends and holidays. Scheduled tune-ups are available under this agreement during normal service hours. There is no coverage under this plan outside of normal business hours. Emergency service is available after normal business hours at prevailing rates. Emergency service is defined as calls for no heat, no hot water, serious oil leaks or other dangerous situations.

**4.** This agreement provides coverage to ordinary residential or comparable commercial installation up to 3 gallons per hour for the specific parts listed. This agreement specifically does not cover GE low pressure and rotary burners and other obsolete equipment, and parts that are obsolete or inaccessible. Calls for service when burner is off due to being out of oil, low water in boiler, electrical service is not available, thermostat is set improperly, blown or loose fuses, circuit breakers or switches off, flooding, parts damaged other than normal wear and tear, and restricted or plugged chimney are not covered. The customer must provide adequate boiler room ventilation for proper combustion, and any asbestos containing materials must be removed by the customer.

**5.** To the maximum extent permitted by law, the company shall not be liable, and Customer agrees to hold company harmless, for all claims, charges, losses and damages for personal injury or property damage caused by or arising from: abuse or misuse of equipment; changes in oil consumption; operation of an attic fan or alternate fuel device; customer failure or delay to schedule service and/or tune ups; acts of God; material or labor shortages; fire; flood; hurricane;

power interruption or loss; freezing of pipes resulting from delays or failure to render service; governmental acts; failure of heating system part(s); insufficient water; frozen or jelled oil lines; or any other conditions beyond our reasonable control.

**6.** The company shall not be liable, and customer agrees to hold company harmless, for loss or damages that occur when the premises is unattended or vacant. In this agreement, the term unattended or vacant means a location at which no adult occupant is present for at least twenty-four consecutive hours.

**7.** The company makes no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, except as expressly set forth herein. No warranty is made as to the ability of the heating system to supply heat or hot water as required by the customer.

**8.** Any and all claims for personal injury and property damage, whether based in contract or tort, shall be barred unless an action or legal proceeding is commenced within one (1) year from the date of that the customer knows or reasonably should have known of sufficient facts giving rise to the claim. The company shall have no liability for work done in whole or in part by anyone else, or for parts furnished or deliveries made by anyone else unless such person is authorized in writing by the company to perform such work or furnish parts.

**9.** The company's liability is limited to the reasonable value of the service and parts offered by this contract. The company's sole liability in the event of a failure to perform will be the reasonable costs of the service and parts specified under this contract, not to exceed \$1,000. The company shall have no liability for injury or property damage arising out of the disposal, discharge, dispersal, release or escape of oil or any petroleum substance into or upon the customer's property, surrounding properties, the atmosphere, the soil, any water source, or the environment, unless caused by the negligence of the company. In no case shall the company's liability for any such damages exceed \$1,000. To the maximum extent permitted by law, we will have no liability for direct or indirect, special or consequential damages of any kind.

**10.** This agreement is for one year and will be automatically renewed for successive one-year terms, unless a 30-day written notice is given by either party prior to the expiration date. Such renewal shall be subject to any price changes by the company and prevailing at the time of renewal. This agreement is not

written on a prorated basis and no refund will be made if canceled prior to normal expiration date.

**11.** This agreement may be canceled within 30 days of acceptance without liability against either party, except the customer's liability to the company for services rendered and parts furnished at its regular rates. This agreement may also be canceled by either party, with notice, at any time. If the customer's oil burner or controls are altered, repaired or tampered with by others in any way that, in the opinion of the company, affects reliability or detracts from the performance of the burner, this agreement will automatically and immediately terminate. The company also reserves the right to terminate this agreement if the customer fails to remedy conditions identified by the company as a hazard to life or property. This agreement may not be assigned by the customer without the company's written consent. Rendering service in any instance shall not be deemed a waiver of the provisions of this agreement as to any other instance.

**12.** Both the customer and the company hereby mutually waive any and all rights of subrogation and/or recovery, against each other, including our officers, members, agents and employees, occurring from or arising out of this Agreement, the delivery of heating oil and any system service or repair at your premises to the extent such loss or damage is covered by proceeds received from casualty, homeowners or other insurance carried by the other party, or the agents, servants, contractors or employees of the other party; and no third-party, including but not limited to any insurance carrier, shall have any right of recovery (whether based in tort, contract or otherwise) by way of subrogation or assignment or otherwise.

**13.** Each provision of this agreement shall be enforced to the fullest extent permissible by law to fulfil the parties' objective. If a court or regulatory agency of competent jurisdiction holds any provision of this agreement to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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RI LIC# RM-7945, RI LIC# PM-7945, PA HIC# PA015690,  
NJ: Paul Collins - Master HVACR Contractor  
LIC # 19HC00693300, DE LIC# 1018, DE LIC# UTO713,  
CT HOD#s: 393, 394, 298, 112, 403, 398, 885, 385, 1168, 402

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