



LOCAL SERVICE FOR EVERY SEASON

Maintenance Agreement



For Service Call (833) 837-7690

www.HOPenergy.com

HOP Energy: CT: S1 #303006, RI: RM #7945, PM #7945; PA: HIC #15690; NJ: Paul Collins Master HVACR #19HC00693300; DE: LIC #1018, LIC #UT0713; CT HOD #: 393, 394, 398, 385, 403, 298, 1168, 1184, 402, 885, 112, 1189, 1287

Maintenance Agreement

The HOP Energy Maintenance 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.

Benefits of Maintenance Agreement



24/7 Emergency Support

Get round-the-clock help for any HVAC emergency.



Better Efficiency

Improve performance and lower your energy bills.



Longer Equipment Life

Keep your system running longer with routine care.



Priority Scheduling

Get faster service when it matters most.

**15% Discount on Parts & Labor
for any repair**

Annual Tune-Up

Included in your Maintenance Agreement, our HOP Energy technicians will complete the following twelve-point precision tune-up:

1. Burner assembly inspection for cleanliness and any signs of damage
2. Blower fan inspection to ensure proper air circulation
3. Circulator pumps inspection and testing, if applicable
4. Safety controls tested to ensure proper function
5. Heating unit inspected and vacuumed, if needed
6. Verify the system has adequate combustion air to burn fuel safely
7. Check for blockages to ensure proper venting
8. Adjust fuel and air mixture for optimal combustion
9. Check electrical connections to ensure they are secure and in good working condition
10. Replace oil burner nozzle & oil filter, if needed
11. Burner set up for maximum efficiency using digital combustion analyzers
12. Recommendations for improvements will be presented to the homeowner



\$250 INSTALL DISCOUNT

Get \$250 toward your home's heating system replacement.

Valid for equipment sold by HOP Energy while enrolled in the Maintenance Agreement at time of replacement. Offer cannot be combined with other incentives, promotions or previous applications.

Upgrade Your Home's Protection

From preventative maintenance to emergency services, we're here to keep your home comfortable all year long.



Heating Protection Plan

Provides repair coverage to warm air heating equipment when they become defective due to normal wear and use.



Cooling Protection Plan

Ensures peak performance by providing annual tune-ups and preventative maintenance to your cooling system.

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Maintenance Agreement

Terms & Conditions

i. This agreement cancels and supersedes all prior agreements between the parties for service. The plan will be automatically renewed annually at HOP Energy's option. HOP Energy LLC, herein referred to as the Company, maintains the right to modify the plan's price and/or other terms and conditions effective on the anniversary date, including coverage. The invoice sent and paid constitutes a final agreement by both parties. Either party may cancel the renewal of the plan with written notice 30 days prior to the expiration date. Should this plan be cancelled during the term of the agreement for any reason, there shall be no refund value. If the customer cancels the agreement for any reason before the end of the service period, the customer is responsible for the remaining balance on the agreement. This agreement is transferable for home sales at the company's approval only.

ii. During the term of this agreement, all fuel oil requirements must be purchased from the Company under an automatic delivery schedule and paid for under the terms established in your credit agreement. Failure to do so will void this agreement. Dollarwise/Third Parties and Natural Gas/LP customers must obtain automatic waivers and may not receive the same pricing.

iii. Normal service hours are Monday through Friday, 8am – 5pm, excluding weekends and holidays. Emergency service is defined as calls for no heat, no hot water, serious oil leaks or other dangerous situations. Non-emergency service and service during business hours for non-covered parts/labor under this agreement will be billed at the prevailing rate minus the stated percentage discount. Scheduled tune-ups are available under this agreement during normal service hours. If the customer has an added water heater plan, the tune-up must be done at the same time as the heating system tune-up. If separate appointments are requested, the customer will pay full price labor and travel costs; discounts are not available.

iv. This agreement provides coverage to ordinary residential or comparable commercial installations up to 2.5 gallons per hour. This agreement specifically does not cover GE low-pressure and rotary burners and other obsolete equipment, and parts that are obsolete or inaccessible. This agreement covers ONE burner OR furnace. 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. This agreement is subject to an inspection by our service department for new plan holders. The inspection may take place at any tune up and including the time of the first service call. Pre-existing conditions are not covered.

v. The company shall not be liable, and the customer agrees to hold the company harmless, for loss or damages that occur when the premises are 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.

vi. An annual tune-up will be performed once during the term of the agreement. Tune-ups are performed by our Service Department during normal working hours (Monday through Friday 8:00am- 5:00pm excluding holidays). Scheduling tune-ups for summer months is preferred; limited availability November-March. Scheduling is the homeowner's responsibility, no refunds for tune-ups not performed. The Company reserves the right to charge the customer for an hour labor (at our normal hourly billing rate) for missed appointments.

vii. This agreement does not cover parts or labor when failure is due to insignificant amounts of oil due to late payments, running out of oil (will-call customers), failure of the customer to maintain proper boiler water level or pressure, parts or controls on wood or coal burning systems, customer setting thermostat too low to call for heat, air in radiators or baseboard radiation, customer leaving emergency switch off, radiant heating coils, domestic water coils, piping not related to the heating system, or any manufacturing defects.

viii. 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.

ix. To the maximum extent permitted by law, the company shall not be liable, and Customer agrees to hold the 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.

x. Any and all claims for personal injury and property damage, whether based in contract 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.

xi. 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 system 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.

xii. Both the customer and the company hereby mutually waive any and all rights of subrogation and/or recovery, against each other, including

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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.

xiii. 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.

xiv. Arbitration / Class Action Waiver: You mutually agree with us to resolve any and all disputes between each other, including arising under this Agreement, through binding arbitration or small claims court rather than a court of general jurisdiction. Arbitration utilizes a neutral arbitrator instead of a judge or jury and the procedures are generally simpler and more limited than those applicable to a lawsuit in court. Arbitration is subject to limited review by courts, but an arbitrator can award the same damages and remedies that a court can award. For the purposes of this arbitration provision, a "dispute" between us shall be broadly construed to mean any dispute, claim, or controversy between you and us, including any dispute relating to this Agreement.

Nothing in this arbitration provision shall prevent you or HOP Energy from: (i) bringing an individual action in small claims court if the dispute is within the jurisdiction of that court, (ii) seeking preliminary injunctive relief in aid of arbitration in the state or federal courts of the state in which your home club is located, or (iii) pursuing an available enforcement action through any local, state, or federal governmental agency.

xv. Class Action Waiver: YOU AND HOP Energy AGREE THAT EACH MUST BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING

To the fullest extent permitted by law, you and HOP Energy acknowledge and agree that you and we each are giving up and waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration, or in any other representative or consolidated proceeding. This means that neither you nor HOP Energy may join claims in arbitration with or against other customers, or litigate in court or arbitrate any claims as a representative or member of a class and that the arbitrator may not consolidate any claims into a class proceeding.

xvi. Arbitration Rules: The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this arbitration provision. The arbitration will be conducted on an individual basis before a single arbitrator in accordance with the then current American Arbitration Association's Consumer Arbitration Rules ("AAA Consumer Rules"), available at www.adr.org. The arbitrator, and not any local, state, or federal court, shall have the exclusive authority to determine all issues regarding the interpretation, applicability, and enforcement of this agreement and all issues regarding the arbitrability of the dispute, including but not limited to any claim that all or part of this arbitration provision is void or voidable. The arbitrator is authorized to issue any and all remedies authorized by law. The decision of the arbitrator shall be final and the arbitration award enforceable by any court with jurisdiction over the parties. In the event of a conflict between the terms of this arbitration provision and the AAA Consumer Rules, the terms of this arbitration provision shall control unless the arbitrator determines that the application of any inconsistent arbitration provision terms would result in a fundamentally unfair arbitration. You and HOP Energy agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, compelled by a court of competent jurisdiction following service of a subpoena and prior notice to you or HOP, or as mandated by applicable disclosure rules and regulations of governmental agencies. This arbitration provision shall survive termination of this Agreement or your time as a customer.

xvii. Arbitration Procedures:

You and HOP Energy agree to attempt initially to solve all disputes subject to arbitration by conducting good-faith, informal negotiations. Before commencing arbitration, the party seeking arbitration must provide the other party with written notice of the dispute that includes: (i) the name, mailing address, and email and/or phone number of the party giving notice; (ii) a detailed description of the dispute; and (iii) the relief sought.

Your written notice must be sent mail or by any nationally recognized delivery service (e.g. UPS, Federal Express, etc.), or e-mail to: Pricingplan@hopenergy.com

You and HOP Energy agree to use good-faith efforts to attempt to resolve the dispute within forty-five (45) days from the date the notice of the dispute is sent. If you and HOP Energy do not reach agreement on resolving the dispute within those forty-five (45) days, the party seeking arbitration may commence arbitration in accordance with the AAA Consumer Rules. Any in-person arbitration hearings will take place in the county (or other municipality) where your Delivery Address is located.

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