

Initials	

Annual Oil Burner Service Contract

To place a service call or to schedule annual maintenance, please call us directly. Before placing a service call, please read the sections below labeled **Emergency Calls, Non-emergency Calls & Before Calling**.

Phone Number to Remember: (914) 576-4040 Ext 5 for Emergencies Ext 2

<u>Service Descriptions:</u> Annual cleaning of a single unit includes: Brushing and vacuuming of chimney base, flue pipe (up to 15 feet of length) and combustion chamber; replacing of nozzle, filter and strainer; and performing an efficiency test.

Scheduling a Cleaning: Scheduling an annual cleaning appointment is the responsibility of members/clients. You must call your company directly. Cleaning appointments must be scheduled between April 1 and August 31, Monday through Friday, 8:00a.m. - 5:00 p.m. Calls for appointments must be made early enough so that the cleaning appointment is scheduled no later than September 30. If a member calls after August 31 for an annual cleaning that cannot be schedule before October 1, there will be an additional charge for one hour of labor at the prevailing rate.

<u>Inclusions:</u> All labor to remove, repair, replace or adjust any of the parts listed below. Covered parts are included except when damaged by fire, water, sludge, or negligence on the part of the member/client.

Single aquastat, Card cell eye and holder, Card cell relay (single), Draft regulator (damper), Filter*

Ignition porcelain/electrodes, Ignition transformer, Ignition wires, Nozzle and adapter*, Fuel oil cartridge

Oil burner coupling, Oil burner fan, Oil Burner motor, Oil burner pump

Pressuretrol, Oil strainer*, Oil filter gasket, Toggle switch*

Two (2) Nozzles* – Two (2) Filters – Two (2) Strainers – One (1) Toggle switch per contract

Items not listed will be charged at the prevailing rate for labor and parts.

Exclusions: Any items not listed above as inclusions shall be considered excluded from coverage. Exclusions include but are not limited to:

- 1. Labor and parts for all multi-function controls and relays.
- 2. Double and triple agua-stats, zone valves, circulators, and check valves.
- 3. Sludge related problems, water in fuel tank or in oil lines, and clogged or frozen oil lines.
- 4. General Electric, Timken, Blue Ray, Riello, and obsolete or non-standard oil burners are not covered under this Service Contract unless agreed upon by the oil dealer at the time of acceptance.
- 5. Thermostats, plumbing problems, and water leaking from plumbing parts or piping.
- 6. Special control systems and electronic controls; discontinued or obsolete parts.
- 7. Damages due to water, freezing storms, power outages, low electrical power, power surges, strikes, embargoes and other causes beyond Petroleum Kings control. Damages resulting from water on any burner parts.
- 8. Parts used for air conditioning, heat exchanges, and blower motors, etc.
- 9. Parts used to circulate air such as air vents and blowers.
- 10. Failure of low water cutoff. Failure due to draining, purging, or bleeding air.
- 11. Oil tank or oil line leaks are specifically excluded.
- 12. Any part of the heating system that was improperly installed or has been maintained by anyone other than the Petroleum Kings dealer.
- 13. Tanks Coverage its Excluded in this contract, company is not liable for the failure of the tank or pipe

Company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer. Customer agrees that neither the company nor its employees or agents are or shall not be liable under any circumstances for any damages resulting from leaks, or for the failure of the receiving tank or associated piping, or any other matter.

Emergency Calls: Service calls regarded as emergencies, as determined by your dealer, fall into two categories: **NO HEAT** and **SMOKE PROBLEMS**. Calls about SMOKE PROBLEMS will be responded to within twenty-four (24) hours. Calls regarding NO HEAT will be responded to within twenty-four (24) hours from October 1 to the following April 30. Members will be charged for parts and labor for any repairs that involve parts not listed in the **inclusions** section above. See **Rates** section on the other side of this document for labor charges.

Initials

Non-emergency Calls: Calls for service that are not emergencies, as determined by your dealer, will be responded to during regular business hours. See the section labeled **Non-emergency** conditions on the other side. You may request from your dealer, on an exception basis, that they provide service outside normal business hours. See the **Rates** section on the other side of this document for labor charges.

Before Calling: To avoid a "nocence" charge of one (1) hour labor minimum at the prevailing rate, you will be expected to have checked a number of items **BEFORE** calling your dealer for service. See the list of Items to check on the backside of this document. **This contract shall be automatically renewed each year unless cancelled by member or Petroleum Kings, LLC. Terms may change each year. Please read your copy of the current version of this contract before attempting to resolve issues of coverage. Your signature on the stub below confirms your acceptance of this contract. —See other side for additional terms.

Items to Check (before calling):

- 1. Is the thermostat set above the room temperature?
- 2. Is the burner emergency switch on? (Usually located in stairwell and has a red switch plate)
- 3. Has a fuse blown and/or the circuit breaker set? (Located in your main power panel)
- 4. Have you checked the level of oil in the tank? (Inside tanks have a fuel gauge on top of the tank)
- 5. Does the control/reset button require resetting? (PUSH ONE only!) (Red button on box near burner)

Inspection and Servicing: Petroleum Kings, LLC and/or its dealers reserve the right to perform an inspection of all heating systems before acceptance of this Service Contract and also may cancel said Service Contract without liability against any party. Petroleum Kings also reserves the right to waive said inspection. All Service must be performed by Petroleum Kings representatives/dealers or this Service Contract will be terminated without refund.

Rates- There will be a one (1) hour minimum labor charge. Excluded parts are chargeable at prevailing rates. The following table shows the prevailing labor rates:

\$75.00 per hour \$105.00 per hour	Monday – Friday 8:00 a.m. – 5:00 p.m. Monday – Friday 5:01 p.m. – 7:59 a.m.
\$125.00 per hour	Saturdays
\$140.00 per hour	Sundays and holidays

WARNING: THESE RATES DO NOT APPLY FOR PLUMBING WORK.

Exception: Allowed exception: If a Petroleum Kings member places a **non-emergency** service call and asks that the service call be handled outside of normal business hours, the member will be charged at minimum one hour of labor. The dealer will ask for, and receive- before going to the member's house- permission to bill the member for the minimum hour of labor at the prevailing rate.

Non-Emergency conditions: The following problems and conditions do not justify an emergency call under most circumstances:

- Water leaks
- · No hot water
- Air in the system
- · Abnormal noise or quell in the heating system
- Outside temperature is greater than 55 degrees F

If a member request service after normal business hours and the outside temperature is 55 degrees F or above, the service call will be handled the next day. When making a call for service, explain any special circumstances and ask if your request qualifies as an emergency.

<u>Holidays:</u> New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

<u>Terms:</u> Service Contracts are offered to duel oil members of Petroleum Kings LLC only and are automatically renewed at future rates. Members not on automatic delivery must purchase a minimum of five hundred (500) gallons per year to be eligible for a Service Contract. **If you purchase oil outside of Petroleum Kings LLC, this contract is null and void!** All Service Contracts are subject to suspension or cancellation without refund and cannot be prorated.

Initials

Miscellaneous:

- Petroleum Kings LLC is not responsible for heat in unoccupied buildings.
- This Service Contract does not cover service costs incurred from a fuel run-out.
- Members are solely responsible for any damages due to a fuel run-out.
- Driveways and oil fills must be kept clear of snow and ice before deliveries can be made. A \$40.00 Surcharge for each attempt delivery.
- Each burner unit for household heat requires a separate Service Contract.
- It is sole responsibility of the member to confirm if services are covered by this Service Contract prior to the start of any repair work.
- Any service costing more than \$500.00 that is not covered by this Service Contract will be billed directly from Petroleum Kings dealer to the Petroleum Kings member.
- Whenever possible, secure a written estimate from your dealer.
- Member must pay for any work performed that is not covered in this Service Contract.
- Any repairs done by an outside contractor or serviceman without the approval of Petroleum Kings or its dealers is NOT covered by this Service Contract.
- If Petroleum Kings does not arrange for an oil delivery because the Petroleum Kings member did not pay his/her balance due, and the Petroleum Kings member runs out of oil, any service costs (both labor and parts) will become the Petroleum Kings member's responsibility to pay.
- This service contract also serves to establish the terms and conditions for the **hot water** burner service contract.

- STUB FOR SIGNATURE BELOW -

Name		
Address		
City	State	Zip
Phone		
Signature	!	Date
Prices: Burner service \$235.00 + tax check here \rightarrow 6		

Petroleum Kings LLC

Billing/Mailing

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