



Initials \_\_\_\_\_

## Annual Oil Burner Service Contract Commercial

\$375.00

To place a service call or to schedule annual maintenance, please call us at 914-576-4040. Before placing a service call, please read the sections below labeled **Before Calling, Emergency Calls, and Non-emergency Calls.**

Phone Number to Remember for Emergencies: (914) 576-4040, Ext 0

**Before Calling:** To avoid an unnecessary charge of one (1) hour labor minimum at the prevailing rate, a customer should check these common reasons for a boiler malfunction **BEFORE** calling Petroleum Kings for service:

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)

**Emergency Calls:** Service calls regarded as emergencies, as determined by Petroleum Kings, fall into two categories: **NO HEAT** and **SMOKE PROBLEMS**. Calls about **SMOKE PROBLEMS** will be responded to within twenty-four (24) hours. Odor or smell problems will be charged a minimum of 1 hour unless the issue is caused by defective workmanship. Calls regarding **NO HEAT** will be responded to within twenty-four (24) hours from October 1 to the following April 30. Customers will be charged for parts and labor for any repairs that involve parts not listed in the **Inclusions** section below. See **Rates** section on the other side of this document for labor charges.

**Non-Emergency Calls:** Petroleum Kings will respond to non-emergency calls, as determined by Petroleum Kings, during regular business hours. See the section labeled **Non-emergency** conditions on the other side. You may request from Petroleum Kings, 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.

**Inspection and Servicing:** Petroleum Kings LLC and/or its dealers reserve the right to inspect all heating systems before accepting this service contract and also may cancel said service contract without liability against any party. The customer agrees to buy a minimum of 750 gallons of heating oil or show proof of purchase/rent. 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. Prevailing labor rates are:

|                   |                                       |
|-------------------|---------------------------------------|
| \$150.00 per hour | Monday – Friday 8:00 a.m. – 5:00 p.m. |
| \$175.00 per hour | Monday – Friday 5:01 p.m. – 7:59 a.m. |
| \$250.00 per hour | Saturdays                             |
| \$300.00 per hour | Sundays and holidays                  |

**WARNING: THESE RATES DO NOT APPLY TO PLUMBING WORK.**

**Service Descriptions:** Annual cleaning of a single unit includes brushing and vacuuming the 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:** Customers are responsible for scheduling an annual cleaning by calling Petroleum Kings at 914-576-4040. **Cleaning must be scheduled between April 1 and August 31, Monday through Friday, 8:00 a.m. - 5:00 p.m.** Calls for appointments must be made early enough so that the cleaning appointment is scheduled no later than August 31. **If a customer calls after August 31 for an annual cleaning that cannot be scheduled before October 1, there will be an additional charge for one hour of labor at the prevailing rate.**

**Inclusions:** All labor to remove, repair, replace or adjust any of the parts listed below is included. Covered parts are included except when damaged by fire, water, sludge, or negligence on the part of the customer. Items not listed will be charged at the prevailing rate for labor and parts.

1. Single aqua-stat
2. Cad cell eye and holder
3. Cad cell relay (single)
4. Draft regulator (damper)
5. Oil filter (two per contract)
6. Ignition porcelain/electrodes,
7. Ignition transformer
8. Ignition wires
9. Nozzle and adapter (two per contract)
10. Fuel oil cartridge
11. Oil burner coupling
12. Oil burner fan
13. Oil Burner motor
14. Oil burner pump (Single-stage A2VA only)
15. Pressuretrol
16. Oil strainer (two per contract)
17. Oil filter gasket
18. Toggle switch (one per contract)

**Exclusions:** 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 aqua-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 and discontinued or obsolete parts.
7. Damages due to water on any burner part, storage tank installation, freezing storms, power outages, low electrical power, power surges, strikes, embargoes and other causes beyond Petroleum Kings' control
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 storage tanks
12. Oil storage tank leaks or oil line leaks -- Petroleum Kings is not liable for the failure of the oil storage tank or pipe
13. Any part of the heating system that was improperly installed or has been maintained by anyone other than Petroleum Kings

**Petroleum Kings 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.**

**Exception: Allowed exception:** If a customer places a **non-emergency** service call and asks that the service call be handled outside of normal business hours, the customer will be charged at minimum one hour of labor. Petroleum Kings will ask for, and receive, before going to the customer'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 the customer requests 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 calling for service, the customer should explain any special circumstances and ask if their request qualifies as an emergency.

**Holidays:** 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.

**Terms:** Service contracts are offered to fuel-oil customers of Petroleum Kings LLC only and are automatically renewed at future rates. Customers not on automatic delivery must purchase a minimum of five hundred (500) gallons per year to be eligible for a service contract. **If a customer purchases 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.

**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.
- Will-call customers are solely responsible for any damages due to a fuel run-out.
- **The path to the oil tank fill pipe must be clear of snow, ice, or any other hazard before deliveries can be made. A \$40 surcharge will be levied for each unsuccessful delivery due to an obstructed path to the fill pipe.**
- Each burner unit for household heat requires a separate service contract.
- It the customer's responsibility to confirm if services are covered by this service contract prior to the start of any repair work.
- Any service costing more than \$400 that is not covered by this service contract will be billed directly by Petroleum Kings to the customer.
- **Whenever possible, secure a written estimate from Petroleum Kings LLC.**
- **Customers 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 is NOT covered by this service contract.
- If Petroleum Kings does not arrange for an oil delivery because the customer did not pay his/her balance due, and the customer runs out of oil, any service costs (both labor and parts) will become the Petroleum Kings' customer's responsibility to pay.
- This service contract also serves to establish the terms and conditions for the **hot water** burner service contract.

This contract shall be automatically renewed each year unless cancelled by the customer or by Petroleum Kings. 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.

**— STUB FOR SIGNATURE BELOW —Service Contract 2015-2016**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Annual Service Contract \$ 375.00