



Eco-Fuel Oil Inc.

Delivering Warmth for Less

Service Agreement

This Service Agreement (this "Agreement") is made effective as of _____, 2014,
by and between:

Owner/ Resident (Circle One) _____ (Herein referred to as Client)

Address (where equipment is located) _____

City, State, Zip Code _____

And:

Eco-Fuel Oil, Inc.
145 Route 46 West
Netcong, New Jersey 07857

IT IS UNDERSTOOD AND AGREED THAT:

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This agreement shall be governed by the laws of the State of New Jersey. Client agrees to have all real and personal property adequately insured throughout the staging process and staged period. You should read and understand this agreement. It is a legal and binding contract.

1. **Services** Subject to the terms and conditions of this Agreement, the Client agrees to pay and ECO-FUEL OIL, INC. agrees to provide the following services at the Property:

2. **Payment and Terms** The term of this agreement shall be one year from (12 months) from the date of purchase of this contract. We will bill you for the next contract year prior to contract expiration but payment must be received within 30 days in order for coverage to continue.

Upon the signing of this agreement, Client will pay to ECO-FUEL OIL, INC. the sum of

\$199.99 for Silver Coverage;

\$299.99 for Gold Coverage;

\$399.99 for Platinum Coverage and

\$179.99 for the Oil Fired Hot Water Heater Plan. (Circle One and initial) (as detailed in Attach. I)

Annual service contracts are automatically renewed unless cancel in writing by owner and/or resident of the property no later than 30 days prior to the termination of the current contract. Service Contract will be renewed at the prevailing rate. No refund will be issued after 30 days or if parts or service have been provided

3 **Client Consent** Client hereby grants to ECO-FUEL OIL, INC. and its employees, agents and independent contractors and suppliers permission to enter upon and use the Property for the purpose of providing ECO-FUEL OIL, INC. Service Contract listed above. Client acknowledges and agrees that clients belongings and/or household goods may be moved from area to area, or rearranged

4. **Release and waiver** Client agrees to release, indemnify and hold harmless Eco-Fuel Oil Inc., its employees. Agents, contractors and suppliers against any and all losses, accidents, damages, injuries, expenses and claims resulting in whole or part, directly or indirectly, from the service contract..

5. **General Provisions – Terms & Conditions:**

- The terms; “us”, “we”, “our” refer to Eco-Fuel Oil, Inc. Heating & Air. The terms; “you”, “yours” refer to the purchaser of contract.
- All service contract plans cover 1 (one) heating system per household. If more than 1 (one) system is operating at a residence, you must purchase a service contract for each system. Coverage will take effect when contract is signed by buyer and payment is made. All heating units covered are subject to inspection by us prior to coverage eligibility. We reserve the right to decide coverage eligibility. Any work not performed by us on the covered heating or A/C system voids this contract.
- **EXCLUSIONS**-This contract does not cover the following items, which are the buyer’s of this contracts sole responsibility.
 1. Any repair or part not stated in the contract agreement.
 2. Any part that is obsolete, inaccessible or special order.
 3. Repairs or parts due to oil run outs.
 4. Repairs or parts due electrical surges/failures.
 5. Services as a result of buyer default, failure and/or negligence (including but not limited to: emergency switch accidentally shut off, or thermostat batteries not changed).
 6. Blockage or breakage of oil lines.
 7. Inadequate water pressure.
 8. Any repairs or parts due to any abnormal operation of heating system.
 9. Equipment failures outside of covered parts/repairs of this contract.
 10. Damage to equipment or dwelling due to chimney or venting system failures.
 11. Insufficient hot water due to corrosion or build up in hot water coils.
 12. Asbestos covered material.
 13. Any oil furnace damage/equipment failure due to a faulty heat exchanger.
 14. Residential units over 5 tons.
 15. Any commercial units 250,000 BTU’s or greater.
 16. Any gas fired heating equipment used for commercial purposes.
 17. Any digital or electronic components.
 18. Damages or repairs due to water, floods, fire, freezing, storms, power outage, strikes, embargoes, insufficient fuel due to credit holds, vandalism, or any other issues beyond the control of Eco-Fuel Oil Inc.

- **BILLING**--You agree to pay the full amount shown on your invoice. Any billable repairs or parts will be billed at our hourly rates in effect at the time of service that are buyer's responsibility. We will charge \$35.00 for any returned check fee.
- **LATE PAYMENTS**--We will charge a late charge of 18% (eighteen percent) per annum on any payments that are overdue per the contract date up until we receive payment.

6. Cancellation by You. You may cancel this agreement at any time during the duration upon 30 day written notice. Cancellation of this agreement does not cancel any invoices incurred prior to cancellation. Cancellation of this agreement also does not constitute a refund of any monies paid for this contract.

7. Cancellation by Us If you do not perform one of your obligations or responsibilities under this contract, we may keep all monies as liquidated damages and not as a penalty, and you will immediately pay us all monies due and payable. Any and all costs of collection and litigation, including actual attorney's fees we incur, and we can suspend service under or terminate the contract with or without notice and without further responsibility. The cost of this contract is not refundable upon termination.

8. Buyer Responsibility You are responsible for contacting us to schedule your annual boiler/furnace service. You are responsible to notify any required governmental agency as a result of any environmental contamination. You are responsible to take reasonable care and perform maintenance according to manufacturer's specifications/manual on your heating system.

9. Modification to Contract We can change terms of this contract in the 12 month term, provided we give you 30 days prior written notice before the beginning of the billing period in which the changes are made effective.

Agreed to:

_____ BUYER	Eco-Fuel Oil , Inc.(Service Provider)
_____ Address	145 Route 46 West
_____ City & State	Netcong, NJ 07857
_____	_____
Signature (Buyer)	_____ (title)

Attachment I

SILVER COVERAGE - This plan includes one annual boiler/furnace cleaning. (Vacuum, boiler, nozzle and filter included). Receive a 20% discount on all repairs. Service hours are Monday – Friday 8a.m. – 6 p.m. excluding federal holidays. Scheduled and emergency service calls **after these hours** will include a \$99.00 TRIP CHARGE per call. All parts and labor not covered by this plan will be billed in accordance with our flat rate price book. -----\$199.99

GOLD COVERAGE - This plan includes one annual boiler/furnace cleaning. (vacuum, boiler, nozzle and filter included).Parts included in the plan are: burner coupling, burner fan, burner motor, transformer leads, cad cell assembly, cad cell eye, delayed oil valve, electrodes, end cone, fuel filter cartridge, fuel pump, ignition transformer, nozzle, nozzle line, thermostat (T87), circulator motor. Receive a 20% discount on all repairs. Service hours are Monday – Friday 8a.m. – 6 p.m. excluding federal holidays. Scheduled and emergency service calls after these hours will include a \$99.00 TRIP CHARGE per call. All parts and labor not covered by this plan will be billed in accordance with our flat rate price book. -----\$299.99

PLATINUM COVERAGE - This plan includes one annual boiler/furnace cleaning. (Vacuum, boiler, nozzle and filter included). Parts included in the plan are: burner coupling, burner fan, burner motor, transformer leads, cad cell assembly, cad cell eye, delayed oil valve, electrodes, end cone, fuel filter cartridge, fuel pump, ignition transformer, nozzle, nozzle line, thermostat (T87), circulator motor , aqua-stat, cad cell control, high-limit control, low-limit control, zone valve motor, pressure troll. Coverage also includes 24/7 EMERGENCY SERVICE. All parts and labor not covered by this plan will be billed in accordance with our flat rate price book. Receive a 25% discount on all repairs. -----\$399.99

OIL FIRED HOT WATER HEATER PLAN - Coverage includes burner parts, aqua-stat and controls. A regular scheduled tune-up of the burner is included and we be performed in conjunction with the tune-up of your heating system. This coverage can only be purchased with a system heating plan. Service hours are Monday – Friday 8a.m. – 6 p.m. excluding federal holidays. Scheduled and emergency service calls after these hours will include a \$99.00 TRIP CHARGE per call. All parts and labor not covered by this plan will be billed in accordance with our flat rate price book -----\$179.99