

General Conditions and Exclusions - KEEP FOR YOUR RECORDS

This Service Plan is available to customers who purchase all their fuel oil and all heating systems services from us during the term of the Plan and whose payments are in accordance with our payment and credit terms. The Service Plan becomes effective after our inspection and approval of your heating system and tank.

1. The term of the Plan is for a one (1) year period and will re-new automatically every year unless terminated by either the customer or Company. The Plan automatically terminates if the customer no longer purchases all of its heating oil from the Company. No credit will be issued if the Plan is canceled before the expiration date.
2. Repairs or services not covered by the Plan will be performed and charged to the customer at prevailing rates.
3. In addition, the Service Plan includes the TankSure® Program which provides a zinc anode to prevent corrosion in your tank, tank testing service and the TankSure® Program Warranty. An ultrasonic tank test will be performed by our technician before your tank can be accepted for enrollment in the TankSure® Program. While we cannot guarantee the prevention of a leak or other failure of your tank, we are providing these new services with the hope that by testing and monitoring, we are offering a long-term proactive tank replacement program for our customers. We recommend that an annual test of your fuel tank be performed. If a tank leak occurs due to corrosion after a zinc anode is installed, the Company will pay up to \$1,000 towards the replacement of your tank in accordance with the terms of the TankSure® Program Warranty. A Warranty Certificate will be provided to you.
4. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customer's neglect such as failure to have sufficient fuel oil in the tank (unless oil is being delivered under our automatic delivery program), insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings, having heating system switches in the "OFF" position, debris build up in the air or venting systems and other causes related to the improper operation or maintenance of the heating system by the customer. Damage, repairs or replacement of parts or components caused by Acts of God, fire, flood, freezing, storm or weather conditions, power loss or surges, water damage, and fuel flow problems due to outside fuel storage are not covered by the Plan.
5. Company will provide service as soon as practical and during regular business hours under normal conditions. Company will not be liable for any delay or failure to provide service due to conditions beyond its control such as Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customer's electricity, inaccessibility of the heating system, storms, floods or other severe weather conditions, or government laws or regulations
6. The Service Plan only covers heating system parts and components specified in the Plan. Examples of components not covered by the Plan include boiler and furnace and related piping, underground oil storage tanks, above

Continued...

Sign me up Today!

Clip & Mail

Yes, I would like to sign up for:

- | | | |
|--|----|-------|
| <input type="checkbox"/> Total Comfort Plan | \$ | /year |
| <input type="checkbox"/> Comfort Plan A | \$ | /year |
| <input type="checkbox"/> Comfort Plan A w/o TankSure® Program | \$ | /year |
| <small>(I understand that I will be responsible for any and all costs associated with my oil tank)</small> | | |
| <input type="checkbox"/> Comfort Plan B | \$ | /year |
| <input type="checkbox"/> Comfort Plan B w/o TankSure® Program | \$ | /year |
| <small>(I understand that I will be responsible for any and all costs associated with my oil tank)</small> | | |

Name _____ Signature _____

Street _____

City _____ State _____ Zip Code _____

Home Phone _____ Daytime Phone _____

Bill my Account or Charge my Credit Card

Card Type: Visa _____ Mastercard _____ Card# _____ Exp. Date _____ / _____

Name On Card _____

I accept the policy as checked above (signature required) _____

Before you schedule maintenance please remove all items from the area surrounding your oil burner and tank. The entire heating system including tank must be accessible for our technicians. Enrollment in the TankSure® Program is contingent upon the customer's tank passing an initial ultrasonic and visual inspection. While we cannot guarantee the prevention of a leak or other failure of your tank, we are providing this new service with the hope that by testing and monitoring, we can offer a long term proactive replacement program for our customers.

ground storage tanks (unless enrolled in TankSure® Program), tanks with preexisting leaks, patches or unstable conditions, air conditioning systems, humidifiers, heat pumps, heat exchangers, hot water heating systems and air and venting systems. The Plan does not cover environmental clean up, property damage, waste disposal services or other damages or losses caused by a tank leak or system failure even if the tank has been tested ultrasonically and is enrolled in the TankSure® Program.

7. Customer agrees to release and hold Company harmless from all claims related to losses, costs, or damage to personal or real property caused by fire, explosion, flood, freezing, power loss or surges, oil leakage, and premises left unattended. Customer agrees that Company shall not be liable for any incidental, special or consequential damages incurred by customer or by third parties.

8. In the event that the residence is sold, the Service Plan may remain in effect provided that the new owner continues to purchase fuel oil and heating system service from the Company.

Conditions to Coverage - In order to qualify for plan coverage you must be a full-time automatic delivery customer. This plan will be canceled automatically if you discontinue purchasing fuel oil exclusively from us and no refund shall be due. If a customer allows any person other than our employees or duly authorized representatives to render any service on your oil burner equipment, we shall be relieved of our obligations under the Plan. We reserve the right to inspect your heating system and refuse coverage if, on inspection by our Service Department, we deem any portion of the heating system to be not in proper working order or otherwise unsuitable for servicing by us. We may make such inspection at any time, up to and including the time of the first service call we make each Plan year.

Limitations on Coverage - Replacement of parts shall be limited to those occasioned by normal wear and tear and shall not include repair or replacement necessitated by fire, explosion, flooded cellars, electrical storms, freezing or other circumstances beyond our control. This Plan does not pertain to furnace ducts, registers, radiators, boilers, furnaces, plumbing supplies, fuel oil tanks or fuel lines and no part is covered by this Plan unless it is specifically listed in the schedule of parts listed above. Service and repairs under this Plan do not cover such problems as no water in the boiler, thermostats not turned up, switches off, blown fuses, or repairs resulting from customer's failure to maintain fuel in the tank, ect. All parts and labor for items not covered by the Plan will be billed at our prevailing rates. There will be a labor charge for service between May 15th and September 15th from 11 pm to 8 am. We shall not be liable to you or any other person for: 1.) loss, injury or damage you (or any other person) incur or suffer resulting from the release or discharge of oil or other petroleum-based products for any reason from your tank or fuel lines; or 2.) the cost of cleanup. Removal, remediation or other costs of compliance with the environment or other laws, rules or regulations resulting from such release or discharge.

Place
Stamp
Here

BROOK'S OIL SERVICE INC.
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TERRYVILLE, CT 06786