

# Jesse E. Lyman Heating Service, Inc.

## *Terms and Conditions*

The undersigned customer ("Customer") hereby contracts with Jesse Lyman Service, Inc., for the designated Plan (the "Plan") upon the following terms and conditions:

1. All equipment is subject to our inspection and approval before acceptance of this Plan. In particular, Customers' heating systems must be installed and operated in accordance with applicable Federal, State, and Local laws, rules, codes and ordinances in order to be eligible for the Plan.
2. The term of this Plan shall be for a period of one year and shall automatically be renewed for successive one-year periods thereafter unless canceled by either party at any time by notice in writing sent to the other party.
3. This Plan covers only those repairs and replacements of parts specified herein which result from normal operation of the heating equipment during the effective period of the Plan. Jesse E. Lyman Heating Service, Inc., may void this contract if any person other than a Jesse E. Lyman Heating Service, Inc. agent or employee renders repairs or adjustments to the equipment, except in cases as instructed by Jesse E. Lyman Heating Service, Inc.
4. All service calls resulting from failure due to flood, fire, lighting, power failure, low water in boiler, draining of expansion tanks, leaking boiler sections or heat exchangers, frozen pipes, coal or wood add on units, or combination units and heat savers, blown or defective fuses, combustion chambers, zone valves, switches found off, improper setting of thermostat or warning device, neglect or accident pertaining to the heating system, bringing the heating system up to state code, or other conditions deemed acts of God or beyond our control will be charged at our rate in effect at that time. This Plan does not cover domestic hot water heater coils or hot water storage tanks.
5. Jesse E. Lyman Heating System, Inc., will not be liable for failure or delay to provide the service called for under this Plan resulting from conditions or circumstances beyond its control, including but not limited to strike, labor disputes, supply shortages, governmental laws or regulations. Jesse E. Lyman Heating Service, Inc., will not be held liable for any consequential or incidental damages in any way arising out of performance or nonperformance under this Plan. Jesse E. Lyman Heating Service, Inc... will not be held liable for consequential property damage, including frozen pipes that may result from burner failure, that arise out of Customer's failure or delay in discovering a heating system equipment failure or malfunction.
6. This Plan does not cover, and Jesse E. Lyman Heating Service, Inc., disclaims, any and all liability for damage, including environmental damage arising out of leakage or spillage from any oil lines, oil tanks or any other part of the Customer's heating system, including but not limited to leaking parts, leaking pump seals or devices, spillage or other escape of heating oil or any other liquid from Customer's heating system and/or heating oil tank or oil lines, or soil contamination or damage to property from said leakage.
7. This Plan is only available to oil customers who purchase their year's usage from Jesse E. Lyman Inc., and who are on automatic delivery. In rental situations, the property owner will be responsible for payment of all fuel deliveries. Jesse E. Lyman Heating Service, Inc., may terminate this Agreement immediately without notice or refund to Customer should Customer buy heating oil from another source or become past due on their heating oil account.
8. Any service required after 4: 30 p.m. weekdays and on Saturdays, Sundays, and holidays will be billed at the hourly rate in effect at that time, and Customer hereby agrees to pay for services performed immediately upon presentation by Jesse E. Lyman Heating, Inc., of an invoice unless other arrangements have been made with Jesse E. Lyman Heating Service, Inc., These service rates also apply to Premium Protection Plans where the replacement part is not covered. Should the account become past due, Jesse E. Lyman Service, Inc., may terminate Plan without refund.
9. Jesse E. Lyman Heating Service, Inc., is not responsible for the discovery or removal of asbestos or other hazardous or toxic substances.
10. This Plan does not cover service calls related to oil tanks that are in an unheated area that have fuel flow problems due to cold weather conditions.
11. This Plan is non-refundable and non-transferable and will terminate upon change in ownership of the property listed on the Plan.
12. Payment in full of this Plan will constitute acceptance of these terms and conditions.