

Deitch Energy LLC
RESIDENTIAL BURNER SERVICE CONTRACTS

HOME PREMIUM

- Our most inclusive plan
- One Annual tune-up
- Free emergency labor service 24 hours a day, 365 days a year for legitimate NO HEAT or NO HOT WATER calls only
- This plan provides for the repair or replacement of the following defective parts at no charge
- **Customer will purchase all fuel oil from Deitch Energy on an automatic delivery basis only**
- **DOES NOT INCLUDE BOILER SECTIONS, HEAT EXCHANGER, AIR CLEANERS, HUMIDIFIERS, ZONE CONTROL PANEL, SWITCHING RELAYS, LARGE EXPANSION TANKS AND BOILER COIL**

- Air filters 1" size
- Aquastats
- Automatic feeders
- Barometric damper
- Blast tub (non-obsolete)
- Blower belts (one (1) per year)
- Blower motor (up to 1/3 horse power one (1) per year)
- Boiler drain
- Boiler gauge
- Burner coupling & ends
- Cad cell eye & holder
- Cad cell relay & stack relay
- Combustion chamber (up to 2 gallons per hour)
- Draining of expansion tank
- No. 30 Extrol Expansion Tank
- Emergency switch
- Fan & limit control
- Fill & vent system
- Firomatic valve
- Fuel pump & strainers
- Fuel tank & gauge
- Flo check valve
- Flue to chimney
- High vents
- Ignition cables & bars
- Ignition transformers
- Main circulator motor & pump zone (non obsolete) one (1) per year (includes bearing assembly)
- Mixing valve element
- Nozzle and Nozzle line
- Oil burner coupling
- Oil burner fan
- Oil burner motor
- Oil filter (replacement)
- Porcelain electrodes
- Pressuretrol
- Relief valve
- Thermostats (no clocks)
- Zone valve one (1) per year
- Zone valve transformer

HOME COMFORT

- One Annual tune-up
- Limited parts replacement
- Limited emergency labor service
- This plan provides free labor on combustion side of the system during normal working hours 8:30 AM-4:30 PM. May 1st to October 31st
- Free 24 hours emergency burner service will be provided November 1st to April 30th Heating season for legitimate No HEAT or NO HOT WATER calls
- This plan provides for the repair or replacement of the following defective parts at no charge
- **Customer will purchase all fuel oil from Deitch Energy on an automatic delivery basis only**
- **DOES NOT HUMIDIFIERS, AIR CLEANERS, RELIEF VALVES, BEARING ASSEMBLIES, AUTOMATIC FEEDERS, EXPANSION TANKS, PURGING OF SYSTEM, TRIPLE ACTING AQUASTATS, MIXING VALVES OR PLUMBING WORK**

- Air filters 1" size (only one (1) set)
- Aquastats
- Blast tub (non-obsolete)
- Blower belts
- Blower motor (up to 1/3 horse power)
- Burner coupling & ends
- Cad cell eye & holder
- Emergency switch
- Fan & limit control
- Firomatic valve
- Fuel pump & strainers
- Ignition cables & bars
- Ignition transformers
- Main circulator motor up to 1/3 horse power (does not include bearing assembly or obsolete motors) one (1) per year
- Nozzle & Nozzle adapter
- Oil burner coupling
- Oil burner fan
- Oil burner motor
- Oil filter (replacement)
- Porcelain electrodes
- Thermostats (no clocks) one (1) per year only

FOR MORE INFORMATION PLEASE CALL:
860-728-5431
info@deitchenergy.com

ADDITIONAL OPTIONAL COVERAGE

A.) **Hot water heater** burner parts ----- \$135.00
with the purchase of a Home Premium contract ----- \$99.00
NOTE: COVERAGE DOES NOT INCLUDE WATER STORAGE TANKS

B.) **Extra heating zones** ----- \$139.00 ea.
NOTE: ZONES ARE COUNTED BY THE NUMBER OF THERMOSTATS IN THE HOUSE (One zone valve and circulator in Home Premium Contract).

YES! The contracts are self-renewing at prevailing rates except for changes or for new owners as follows. I wish the following Service Contract for the coming heating season, effective for one year commencing in the month of signing or renewal month as described in the Deitch Energy Terms and Conditions Clause 7- Renewal Assignment on the back.

Please check box of services desired

Home Premium CONTRACT
Number of units customer wants covered ____

Home Comfort CONTRACT
Number of units customer wants covered ____

Additional Optional Coverage

A. Hot Water Heater
B. Extra Heating Zone(s) ____ @\$139.00 per zone

Signature _____
I have read and agree with all the terms and conditions of this contract for the 2014-2015 heating season.

Name _____
Address _____

Telephone _____ Cell _____

Account # _____ Date _____

General Conditions

- A. Deitch Energy LLC offers these Burner Service Contracts for domestic type oil burners only. It does not include Boiler Sections and/or Blocks; Heat Exchangers; Heatlators; Preheaters; Enertrols; Stackpacs; Humidifiers; Pot-type, rotary-type or General Electric items; Electronic Air Cleaners Vent-kits; or Zone Control Panel and Damper Assemblies.
- B. This Contract is self-renewing at prevailing rates.
- C. Guarantee does not cover labor and materials due to damage caused by fire, flood, freeze-up, seepage, electric power failures, or any other acts of God.
- D. This Contract is not transferable between burners.
- E. There will be no refunds made on this Contract.
- F. Modifications to this Contract when necessary shall be made in writing and signed by an officer of Deitch Energy LLC.
- G. Deitch Energy LLC reserves the right to withdraw the offer of this Contract after inspection of customer's heating system.
- H. **Customer will purchase all fuel oil from Deitch Energy LLC on an automatic delivery basis only.**
- I. This contract does not cover repairs or replacements made by others not authorized by Deitch Energy LLC.
- J. **No Parts or Service on Air Conditioning are covered under any plan.**
- K. This Contract includes one (1) individual Heating or Burner unit. For additional home heating or burner units additional Contracts required.

TERMS AND CONDITIONS

1. **Conditions of Coverage:** Deitch Energy LLC (hereafter "Company") reserves the right to reject this Burner Service Contract if, on inspection by its Service Department, COMPANY deems any portion of the heating system not in proper working order or unsuitable for servicing by COMPANY. COMPANY may make such inspection at any time up to and including the first service call. Replacement parts will be the same or similar quality and are subject to the availability from COMPANY'S normal sources of supply. No guaranty of any replacement part shall be longer than the term of this Contract and any renewals.
2. **Parts Excluded:** No part is covered by this Contract unless it is specifically listed in the schedules of parts covered on the front page. Examples of parts which are excluded from coverage are: inaccessible equipment; all obsolete parts; air conditioning equipment; humidifiers; electronic air cleaners; computerized controls; wiring; asbestos removal; low water cut-off; draft inducer; any device inserted into the smoke pipe; automatic feed valve for steam system; automatic vent valves; auxiliary pumps; oil tank supply and return lines; levelometer or petrometer fuel oil gages; chimney and chimney base; parts damage caused by the operation of an attic fan (NOTE: Simultaneous operation of attic fan and oil burner can cause oil burner to malfunction); parts damage caused by the operation of an alternate fuel device; combustion chambers that do not have an access plate or cover plate (i.e. Repco Therm Oval); hot water tanks or hot water coils and piping.
3. **Services Excluded:** No service is covered by this Contract unless it is specifically listed in the schedules of services covered on the front page. The following items are customer' responsibility, and service calls resulting from customer's failure to perform same are not covered: equipment shut-off if there is not an operational problem; bleed air, flush low water cut-off and automatic feed valve on steam systems; flush steam boilers. In addition, i.e., will call basis, services resulting from the following are specifically excluded: failure of customer to maintain a sufficient supply of fuel oil; inadequate boiler room ventilation for proper combustion; abuse or misuse of the heating equipment; water in basement; water or other contaminant in the fuel tank, vacant and unattended premises unless protected by a Honeywell Monitoring System installed and operated by COMPANY. In this contract, the term *vacant or unattended premises* shall mean premises in which no adult occupant is present for at least twenty-four (24) consecutive hours. All such service calls will be charged at COMPANY'S prevailing rates for parts and labor.
4. **Fuel Tank:** Environmental Liability Disclaimer: Under no circumstances shall COMPANY be obligated to repair or replace a tank. However, COMPANY can repair or replace at prevailing rates for parts and labor as mutually agreed. Customer shall be responsible for the condition and maintenance of the fuel tank, oil lines and piping. COMPANY assumes no liability for the same. This Contract does not include any insulation, cleanup, removal, remedial, or other costs of compliance with any environmental or other laws, rules, or regulations. COMPANY shall not be liable to render any service for which it is not licensed. COMPANY WILL NOT BE RESPONSIBLE FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVES INTO OR UPON THE CUSTOMER'S PROPERTY, SURROUNDING PROPERTIES, THE ATMOSPHERE, OR ANY WATER COURSE OR BODY OF WATER, UNLESS CAUSED BY THE NEGLIGENCE OF COMPANY. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY SUCH DAMAGES EXCEED \$1,000.00.
5. **Limitations of Liability Disclaimer:** COMPANY will not be responsible for secondary or consequential damages, nor will COMPANY be responsible for loss or damages due to or resulting from vacant or unattended premises, change in oil consumption, or from delays or failure to render service or damages caused by Acts of God, strikes, material or labor shortages, fire, flood, freezing, frozen pipe damage, electrical power failures, accidents, abuse or misuse of the equipment, or other conditions not within COMPANY'S control. COMPANY'S LIABILITY IS LIMITED TO THE REASONABLE VALUE OF THE SERVICE AND PARTS OFFERED IN EACH TYPE OF CONTRACT NOT TO EXCEED \$1,000.00 AND COMPANY'S SOLE LIABILITY IN THE EVENT OF A FAILURE TO PERFORM WILL BE THE REASONABLE COSTS OF THE SERVICE AND PARTS SPECIFIED UNDER EACH TYPE CONTRACT NOT TO EXCEED \$1,000.00. COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FORTH HEREIN.
6. **Termination: Default:** COMPANY reserves the right to terminate this Contract without notice if customer does any of the following: **A.** permits any person other than an employee or authorized representative of COMPANY to service customer's equipment. **B.** Fails to maintain an acceptable credit rating with COMPANY or is otherwise in arrears in any bill for oil or service due COMPANY, **C.** uses any alternate fuel device or alternate fuel. In the event of termination, no refunds will be made on any fractions of a year for any unused portions of the Contract. Any notice by customer to cancel this Contract shall be void unless such notice is in writing and addressed to COMPANY and mailed by certified mail return receipt requested, in which case, said notice will be effective five (5) days after receipt by COMPANY. Until such time, customer will remain liable to COMPANY for all oil delivered and services rendered.
7. **Contract Period, Renewal and Assignment:** This Contract will be in effect for one year commencing on the date of signing and will be automatically renewed each year unless terminated by written notice by either party at least fifteen (15) days before the renewal date. Customer agrees that if the Contract is renewed, it is subject to price change and changes in coverage and customer will pay COMPANY'S prevailing rates at the time of renewal. If customer moves, customer may assign this Contract to the new owners, provided the new owners agree in writing to assume this Contract, all customer's outstanding bills with COMPANY are paid, and customer gives COMPANY written notice at least ten (10) days before the closing.
8. **Entire Agreement:** The terms and conditions of this Contract constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto, and no agreement or understanding varying or extending same or any modification in the material ordered here under, shall be binding upon either party hereto unless in writing and signed by COMPANY and customer.