

WINTER WARMTH GUARANTEE

Prompt, Dependable, Courteous Service

*A small investment to be sure that YOU'RE
NEVER LEFT IN THE COLD!*

GENERAL PROVISIONS

This Service Contract is available exclusively to our residential automatic heating oil customers. Because this contract is made available to fuel oil customers only, the cancellation of automatic oil delivery consequentially cancels this agreement.

We repair or replace parts promptly as needed under this contract. We cannot, however, guarantee to replace obsolete or unavailable parts.

This Service Contract does not cover the cost of labor or material for heating equipment rated to consume 1.25 or more gallons of fuel oil per hour.

We will endeavor to render service promptly and in accordance with the customer's request whenever possible. We shall not be liable for delay or failure in providing such service or material when such delay or failure is due to conditions beyond our control. In no event shall we be liable for any consequential damage or injury.

This contract is transferable to new home owner after sale of this property, but is not transferable from one home to another.

We reserve the right to decline issuance of a policy if prior inspection should reveal that the heating equipment is in such condition that the service offered would be unsatisfactory to either or both parties.

The heating season begins on October 1st, ends on March 31st and includes Saturdays, Sundays and holidays. The remainder of the year excludes Saturdays, Sundays, and holidays. Service of a non-emergency nature will be available Monday through Friday.



Note: Termination of this policy by customer renders no rebate.

TERMS AND CONDITIONS

1. Conditions of Coverage

COMPANY reserves the right to reject this service contract if, on inspection by 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 time of the first service call. Replacement parts will be the same or similar quality and are subject to their availability from COMPANY's normal source of supply. No guaranty of any replacement part shall be longer than the term of this agreement and any renewals. Customer agrees to purchase all fuel requirements on an automatic delivery schedule from COMPANY

2. Parts Excluded

No part is covered by this agreement unless it is specifically listed in the schedules of parts covered on the front page. No other parts are covered, whether or not they are specifically excluded. Examples of parts which are excluded from coverage are: in accessible equipment; obsolete parts; air conditioning equipment; wiring; asbestos removal; low water cut-off; draft inducer; automatic feed valve; automatic vent valves; auxiliary pumps; chimney and chimney base; any equipment or condition which COMPANY deems to be unsafe; parts damaged or service caused by operation of an attic fan (Note: Simultaneous operation of attic fan and oil burner can cause oil burner to malfunction); vacant or unattended premises (in this agreement, the term 'vacant or unattended premises' shall mean premises at which no adult occupant is present for at least twenty-four (24) consecutive hours); parts damaged or service caused by the operation of an alternate fuel device.

3. Services Excluded.

No service is covered by this agreement unless it is specifically listed in the schedules of parts covered on the front page. This contract does not cover the cost of labor for parts repaired or replaced that are not listed under the schedule of parts included in this contract. The following items are customer's responsibility, and service calls resulting from customer's failure to perform the same are not covered: emergency switch in the off position; blown fuses or circuit breakers; weak or dead batteries in thermostats; not shutting off the equipment when there is an operational problem; bleeding of air; flush low water cut off and automatic feed valves; flush boilers. In addition, by way of example, 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; miscellaneous or abusive usage of the heating equipment; water in basement; water or other contaminants in the fuel tank; vacant and unattended premises. All such service calls and non-emergency service calls outside COMPANY's normal working hours 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 an oil tank.

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, changes 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, accidents, abuse or misuse of the equipment, or other conditions not within the COMPANY's control. COMPANY's liability is limited to the reasonable value of the service and parts offered in each type 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 expressed or implied, including but not limited to any warranty or merchantability or fitness for a particular purpose except as expressly set forth herein. No warranty is made as to the ability of the system to supply heat or hot water required by the customer.

6. Termination; Default

COMPANY reserves the right to terminate this contract without notice if customer does any of the following: a. obtains fuel oil from other sources; b. permits any person other than an employee or authorized service representative of COMPANY to service customer's equipment; c. fails to maintain an acceptable credit rating with COMPANY or is otherwise in arrears in any bill for oil or service to COMPANY; d. uses any alternate fuel device or alternate fuel; e. fails to purchase all fuel requirements on the automatic delivery system. If this contract is terminated for any of the above listed reasons, customer will pay COMPANY's standard rates for service and parts for all services rendered during the term of this contract. 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 will be void unless such notice is in writing addressed to the COMPANY. Until such time, customer will remain liable to COMPANY for all oil delivered and services rendered.

7. Renewal and Assignment

This contract will be automatically renewed each year unless terminated by written notice by either party at least 30 days before the renewal date. Customer agrees that if the contract is renewed, it is subject to price changes 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 closing

J.J. HAYES
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**SERVICE
CONTRACT**
**"Your Winter
Warmth Guarantee"**

FOR

Beginning On

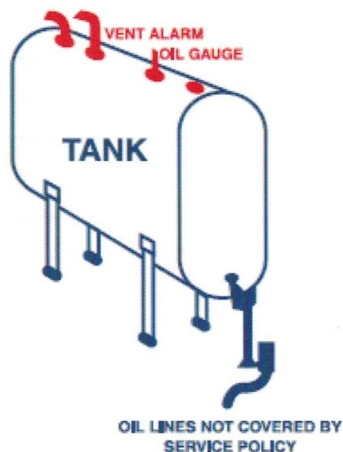
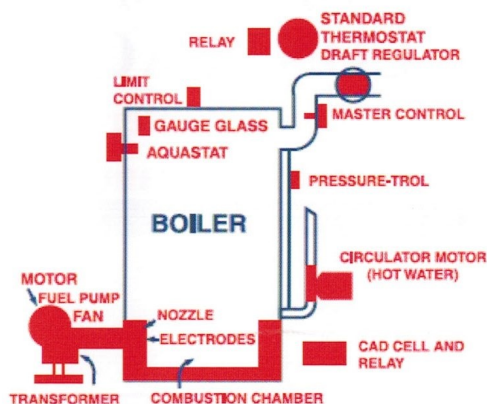
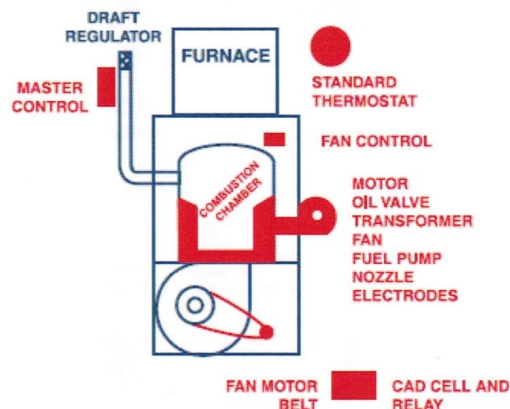
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M|E|M|A



NORA
NATIONAL OILHEAT RESEARCH ALLIANCE

RED INDICATES COVERAGE



WINTER WARMTH GUARANTEE

24 HOUR EMERGENCY SERVICE

We guarantee to provide emergency service 24 hours each day, during the heating season, for your oil burner unit and controls. This service will include Saturdays, Sundays, and holidays, when necessary, without additional charge. For the balance of the year, service without charge will be furnished during regular business hours. (See General Provisions for explanation of coverage hours.)

THIS CONTRACT INCLUDES REPAIR OR REPLACEMENT OF PARTS LISTED BELOW:

Cad Cell Relay	Circulator Motor*
Cad Cell Eye	Circulator Coupling
Limit control	Electric Firomatic
Fan/Limit Control	Fuel Pump
Burner Fan	Pony Relay
Blast Tube	Thermostat (plain)
End cone	Aquastat
Burner Flange	Pressuretrol
Burner Coupling	Transformer
Nozzle adapter	Chamber**
Emergency Switch	Oil Burner Motor
Toggle Switch	Nozzle
Filter Cartridge	Burner Fan
Draft Control	Electrodes
Blower Motor***	Pulley
Blower Belt	Gauge Glass
Tank Gauge	Vent Alarm

J.J. Hayes Oil Co., Inc. guarantees to repair or replace any parts listed above when necessary to maintain efficient operation of your heating system.

Coverage excludes service to:

Weil-McLain QB Burners
Beckett NX Burners
Riello Burners

*One circulator motor only (Kitchen Zone) – Extras are \$60.00 for the second zone and \$50.00 for each additional thereafter, additional to the policy cost.

**\$100.00 towards repair or replacement of combustion chamber.

***Does not apply to systems with air conditioning.

YOUR WINTER WARMTH GUARANTEE INCLUDES AN ANNUAL OVERHAUL OF THE HEATING SYSTEM

Our licensed oil burner technician will give your oil fired heating system an extensive overhaul and as follows:

1. Inspect and clean heat exchanger
2. Clean combustion chamber
3. Re-seal clean-out door
4. Clean and adjust electrodes
5. Clean and inspect fan
6. Replace nozzle
7. Change oil filter
8. Remove and clean oil strainers
9. Inspect oil burner
10. Lubricate burner motor
11. Lubricate circulator or blower motor
12. Check and flush low water cut off
13. Check smoke pipe
14. Adjust draft regulator
15. Test controls
16. Calibrate thermostat
17. Check ignition transformer
18. Set proper burner efficiency
19. Perform efficiency test

Please call to schedule your Annual Overhaul at a convenient time and day for you.

