

**ACCEPTANCE OF CONTRACT BY HOME COMFORT MECHANICAL**

1. The customer's oil burner must be in working order before Home Comfort Mechanical accepts this service contract. Home Comfort Mechanical reserves the right to reject the service plan requested by the customer if Home Comfort Mechanical deems any portion of the equipment to be covered not in proper working order or otherwise unsuitable for servicing by Home Comfort Mechanical.
2. Home Comfort Mechanical's failure to receive the customer's initial payment within ten (10) days of the effective date of this contract will relieve Home Comfort Mechanical of any service plan obligation and the customer agrees to pay for any services rendered and parts replaced prior thereto at Home Comfort Mechanical prevailing service rates for parts and labor.
3. In the event Home Comfort Mechanical does not accept this service contract, any monies received from the customer for the service plan will be returned, or any charges levied will be credited, unless services have been rendered to the customer. **Contract not valid until cleaning/inspection has been done by HCM.**
4. The customer must be on an **automatic delivery** schedule to be able to participate in any service contract plan.

**LIMITATIONS ON HOME COMFORT MECHANICAL'S SERVICE OBLIGATION:**

5. Home Comfort Mechanical has no obligation thereunder to service, repair or replace obsolete or worn out burners which have been discontinued by the manufacturer. Nor does Home Comfort Mechanical have any obligation thereunder to service, repair or replace any part of the heating boiler, plumbing pipes, valves, fittings supply oil lines or electrical wiring on discontinued units. **Any parts not covered by contract, customer will be required to pay for part(s) and labor at prevailing price.**
6. Home Comfort Mechanical has no obligation thereunder to service, repair, or replace the customer's equipment damaged by war, strikes, riots or other civil disorders, by acts of the customer or third parties, by natural causes including earth quake, storm, fire, smoke, flood water or ice, by electrical or other power failure, nor shall Home Comfort Mechanical assume any additional cost which may be required by government regulations.
7. Home Comfort Mechanical has no obligation thereunder to service, repair, or replace the customer's equipment due to the customer's failure to replace a fuse, to reset a circuit breaker, to set the thermostat properly, to turn on the emergency switch, to bleed the air from the radiators, to add water when needed in steam systems, or clean the air filters. Home Comfort Mechanical has no obligation thereunder in the event of any oil tank problems. Oil tanks are solely on customer's responsibility to maintain and control.

**HOME COMFORT MECHANICAL NORMAL SERVICING:**

8. Labor for all services on parts and components that are covered thereunder will be rendered without any additional charges between the hours of 8:00 am to 4:30 pm, Monday through Friday, from March 15 to October 15. Service after 4:30 pm weekdays and service on weekends and holidays will be charged to the Customer on an emergency basis only namely, (oil leaks). **From October 15 To March 15 is when our Emergency 24 Hour a day 7 days a week service is applied.**

**TERMINATION AND CANCELLATION:**

9. This contract can be cancelled by the customer prior to the end of the contract term only upon payment to Home Comfort Mechanical at prevailing rates for parts and labor for any service rendered during the year. There will be no refunds in the event the customer cancels this contract. **Cancellation of contract and automatic delivery must be done in writing. (NO EXCEPTIONS)**

**TRANSFER OF CONTRACT TO SUBSEQUENT OWNER:**

10. This contract may be transferred to a subsequent owner of the promise provided Home Comfort Mechanical approves such owners credit and the subsequent owner agrees to the terms of this contract and assumes all obligations thereunder.

**ENTIRE AGREEMENT:**

11. This contract contains the entire agreement between the parties relating to Home Comfort Mechanical's service obligation: there are no promises, terms, conditions or obligations which are not set forth therein. **Contract not valid unless signed below by customer.**

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**YOUR ACCEPTANCE AND METHOD OF PAYMENT:**

I have read and understand the terms and conditions for the Service Plan.

Cash    Check    Credit Card \_\_\_\_\_ EXP \_\_\_\_\_ Auth \_\_\_\_\_  
(MC/VISA/DSCV 3% charge, AMEX 5% charge)

**Customer's Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Authorized H.C.M. Representative: \_\_\_\_\_ Date \_\_\_\_\_