

ACCEPTANCE OF CONTRACT BY SYCAMORE COMPANIES

1. The customer's oil burner must be in working order before SYCAMORE COMPANIES accepts this service contract. SYCAMORE COMPANIES reserves the right to reject the service plan requested by the customer if SYCAMORE COMPANIES deems any portion of the equipment to be covered not in working order or otherwise unsuitable for servicing by SYCAMORE COMPANIES.
2. SYCAMORE COMPANIES's failure to receive the customer's initial payment within ten (10) days of the effective date of this contract will relieve SYCAMORE COMPANIES of any service plan obligation and the customer agrees to pay for any services rendered and parts replaced prior thereto at SYCAMORE COMPANIES's prevailing service rates for parts and labor.
3. In the event SYCAMORE COMPANIES 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.

LIMITATIONS ON SYCAMORE COMPANIES SERVICE OBLIGATION

4. SYCAMORE COMPANIES has no obligation hereunder to service, repair, or replace obsolete or worn out burners which have been discontinued by the manufacturer. Nor does SYCAMORE COMPANIES have any obligation hereunder to service, repair, or replace any part of the heating boiler, plumbing pipes, valves, fittings, supply oil lines, or electrical wiring on discontinued units.
5. SYCAMORE COMPANIES has no obligation hereunder 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 earthquakes, storms, fires, smoke, flood water or ice, by electrical or other power failure, nor shall SYCAMORE COMPANIES assume any additional cost which may be required by government regulations.
6. Vacuuming and/or cleaning of boiler/furnace, smoke pipe and base of chimney will be done to residential boilers that service up to three families only when deemed necessary by SYCAMORE COMPANIES.
7. SYCAMORE COMPANIES has no obligation hereunder 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 air from radiators, to add water when needed in steam systems, or to clean the air filters. SYCAMORE COMPANIES has no obligation there under in the event the customer's oil tank becomes dry due to nonpayment.

TIMING OF SYCAMORE COMPANIES

8. Labor for all service on all parts and components that are covered hereunder will be rendered without any additional charge between the hours of 8:00am to 5:00pm, Monday through Friday and within the allotted 2 service trips. Service after 5:00pm weekdays and service on weekends and holidays will be rendered on an emergency basis only namely, no heat, no hot water, or oil leaks.
9. Cleanings and annual tune-ups are performed once yearly under this contract between April 1st and August 31st, Monday thru Friday during normal business hours, but scheduled no later than 3 P.M. Any tune ups scheduled outside of the date range will be charged at full price.

TERMINATION AND CANCELLATION

10. SYCAMORE COMPANIES may suspend all service and fuel oil deliveries, without notice to the customer, in the event of nonpayment, for any reason, for services or for fuel oil delivered or if SYCAMORE COMPANIES deems the customer's credit to be unsatisfactory. In such event, SYCAMORE COMPANIES shall have no liability to the customer for any damages or consequential damages arising from such suspension of service and fuel oil deliveries.
11. This contract can be cancelled by the customer prior to the end of contract term only upon payment to SYCAMORE COMPANIES at prevailing rates for parts and labor for any services rendered during the plan year. There will be no refunds in the event the customer cancels this contract.
12. In the event the customer cancels this contract, SYCAMORE COMPANIES's service obligation hereunder shall cease and all service work therefore performed under this agreement will be billed to the customer and will be due and payable.

AUTOMATIC RENEWAL

13. This contract may be renewed automatically for a like term subject to any price changes made by SYCAMORE COMPANIES unless written notice of nonrenewal is given by either party prior to the expiration date of the contract term. SYCAMORE COMPANIES shall give the customer written notice of automatic renewal at least fifteen (15) days and not more than thirty (30) days prior to the expiration date of the contract term.

TRANSFER OF CONTRACT TO SUBSEQUENT OWNER

14. This contract may be transferred to a subsequent owner of the premises provided SYCAMORE COMPANIES approves such owner's credit and the subsequent owner agrees to the terms of this contract and assumes all obligations there under.

ENTIRE AGREEMENT

15. This contract contains the entire agreement between the parties relating to SYCAMORE COMPANIES's service obligation: there are no promises, terms, conditions, or obligations which are not set forth herein.

Customer's Name (printed): _____

Customer's Signature: _____ Date: _____

Division: _____