

BURKHOLDER'S HEATING AND AIR CONDITIONING PREVENTATIVE MAINTENANCE PLAN GENERAL TERMS AND CONDITIONS

1. Preventative Maintenance Plans (the "Plan") are for a one (1) year period effective as of the date the date of execution of this Plan. The Plan will renew automatically every year unless otherwise terminated by either the Customer or Burkholder's as set forth in these Terms and Conditions. No credit will be issued if the Plan is cancelled. The Plan is automatically transferred to new homeowners in the event the residence is sold. If you change covered equipment, you must register the new equipment and begin a 30-day waiting period.
2. Burkholder's agrees to provide services for the equipment as set forth in the Order Form and at the rates set forth therein, which is attached hereto and incorporated herein by reference. Burkholder's shall also notify Customer of any needed repairs to the equipment and, upon a separate agreement between Burkholder's and customer, shall perform such repairs at a preferred rate and on a preferred response basis. Failure to make material repairs as recommended by Burkholder's, or repairs or alterations to the equipment made by others, shall release and terminate all obligations of Burkholder's.
3. Burkholder's will provide service as soon as practical and during regular business hours under normal conditions. Burkholder's will not perform any services for the Customer in the event any payment is past due.
4. The Plan does not cover labor or materials to repair damage to the heating system or residence caused by the Customer's neglect such as: failure to have sufficient fuel oil in the tank, excessive buildup of dirt, insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings, having heating system switch in the "OFF" position, debris build-up in the air or venting systems, and other causes related to the improper operation or maintenance of the heating system by the Customer. Damage, repairs or replacement of parts or components caused by acts of God, rodents, fire, flood, freezing, storm or weather conditions, power loss or surges, water damage, and fuel flow problems are not covered by the Plan. The plan covers selected parts on Residential Gas Furnaces, Gas Boiler, Heat Pumps, Outdoor Condensing units, Air Handlers, Oil Fired Boilers and Furnaces less than 85% AFUE and less than 1.5 GPH and/ or 199,000 BTUH. Examples of components not included in the Plan are boilers, heat exchangers, balancing radiators, balancing air registers, ductwork, duct leakage, power failures, programmable thermostats, variable speed motors, power venters, draft inducers, switch off situations, above and underground fuel tanks and fuel problems, contaminated oil, draining and refilling hot water heating system, all water leaks, low water cut-offs, compressors, unstable conditions, gas and or electric domestic hot water heating systems, poor domestic water conditions, summer winter hookup, air purging and venting systems, baseboard heating, radiators, steam boilers, steam traps all associated piping, electronic air cleaners, humidifiers. The Plan also does not cover environmental cleanup or waste disposal services in the event of a tank leak or system failure.
5. The travel or diagnostic will be waived for the annual cleaning(s). All other service calls will be charged a discounted travel or diagnostic fee.
6. Parts and Labor discounts must be directly related to the appliance with coverage. All other equipment or appliances shall be billed at the rate that applies.
7. Equipment average expected lifetimes are as follows - gas or oil furnaces: 18 years; gas or oil boilers (hot water or steam): 21 years; air conditioners and heat pumps: 15 years; oil hot water heaters: 9 years.
8. Heating, air conditioning and water heating equipment must meet applicable codes and manufacturer installation requirements and be in good working condition at the time the Plan coverage begins. Equipment with pre-existing conditions requiring repairs will not be covered under the Plan. The choice of parts to be used for services under this Plan shall be at the discretion of Burkholder's. In the event that parts are unavailable for certain makes of equipment such makes of equipment will be excluded from eligibility of coverage under this Plan. Burkholder's reserves the right to refuse service on any equipment that, in their opinion, fails to meet the requirements as stated herein or which have exceed their average expected lifetime.
9. Customer shall assume responsibility for all service and material required due to utility issues of any nature, including, but not limited to electrical, solar, water and / or gas.
10. Coverage for oil heating equipment under the Plan will begin only after a routine maintenance inspection and evaluation conducted by Burkholder's. The cost of an initial oil heat inspection will be based on the condition of Customer's equipment at a rate set by Burkholder's. The inspection rate shall be provided to Customer prior to commencement of the inspection. In the event work is performed by a third party, including the Customer, on equipment covered under the Plan, including but not limited to adjustments, relocations, changes, repairs, or replacements, the Plan shall immediately terminate Burkholder's obligations under the Plan. Customer must provide Burkholder's with written notice of any such work.
11. It is the customer's responsibility to call to schedule an appointment for the performance cleanings under the Plan. Cleanings must be performed during regular business hours. Emergency service calls take priority over any scheduled maintenance services. Emergency service calls are defined as follows: no hot water, no heat, oil leaks, or a dangerous situation. If non-emergency service calls are made outside of normal business hours, the customer agrees to pay a per call charge based on Burkholder's then current rates.
12. Burkholder's reserves the right to cancel and reschedule any annual maintenance due to excess emergency calls received on any day.
13. Customer shall hold harmless Burkholder's Heating & Air Conditioning, Inc. it's agents and/or employees from and against all claims, damages, losses, and expenses, including attorney's fees provided that any such claim, damage, loss, or expense is attributed to bodily injury, sickness, disease or death, or injury to the destruction of tangible property and is caused in whole or in part by any negligent act or omission of the customer, or anyone for whose acts the customer may be liable.