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 parksidefuel.com

Service Contract With Automatic Delivery

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| <ul style="list-style-type: none"> • Aquastat (for Boiler Only) • Auto Vent • Burner Motor • CAD Cell Relay • Circulator (Cartridge Type Only) | <ul style="list-style-type: none"> • Electrodes • Firematic Valve • Fuel Pump • Nozzle • Air Tube | <ul style="list-style-type: none"> • Nozzle Assembly • Burner Coupling • Oil Filter Refill • Pump Strainer • Transformer (on Burner only) |
|---|--|--|

Replacement of Boiler Feed Valves, Expansion Tanks and Relief Valves are chargeable for the part only. Parkside will cover the labor for the replacement of these specific parts. Any work performed that is not covered under this contract will be billed at a **DISCOUNTED LABOR RATE OF \$85 per hour.**

Automatic delivery means that Parkside Fuel will monitor your oil usage, fill your tank as needed, and charge your credit/debit card on file with us for said delivery. The system used to monitor your usage is called a degree day system and only works efficiently with complete fill ups on each and every delivery made. The price per gallon is a variable rate determined by the rack price at the time the delivery is scheduled. The tank must be filled in order to start automatic delivery service.

Payment Terms: All payments for fuel delivery, chargeable services and service contract renewal will be made by credit/debit card.

Credit/debit cards will be charged prior to the delivery for a determined amount that is near the estimated cost of your delivery. After the delivery your card will either be credited or debited in order to equal the amount of the sale.

If you choose to use a debit card please be aware that credits may not be available immediately. The average wait time is 1-3 business days, which is dependent on your bank. If you feel this may create a problem with your bank account please use an actual credit card. Parkside will not be responsible for any overdraft fees.

Debit Card Acknowledgement _____

Should you need to cancel automatic delivery we will need a written letter, sent by certified mail for cancellation of services.

For this consideration, customer understands and agrees to purchase all of their fuel oil requirements exclusively from Parkside Fuel pursuant to the terms stated herein for this period. If any oil deliveries are refused by the customer, this will constitute a breach of this contract. No other discounts are applicable and will not be allowed.

This agreement serves as your permission for Parkside Fuel to charge your credit card for all goods and services provided to you by Parkside Fuel.

By signing the bottom of this agreement you are entering into a payment agreement with Parkside Fuel. Failure to have sufficient funds available at the time of delivery will result in the account being noted as non-payment or uncollected funds and suspension of the services provided to you under this agreement. It shall be further understood that the services and or products including but not limited to fuel oil, heating equipment and parts provided to you by Parkside Fuel are contingent and owned by Parkside Fuel until such time as the balance for said services or products have been paid in full.

Please be aware that it is your responsibility to keep your account in good financial standing with Parkside Fuel. **Automatic deliveries will not be made if there is a balance on your account for any oil delivery or service provided.** There will be a \$15.00 unavailable funds fee charged to your Parkside Fuel account if funds are not available. Parkside Fuel is not responsible for "run outs" if funds are not available for charge. Necessary service due to customer related "run outs" is a chargeable service.

Auto-Pay on Credit Card

Budget-Pay

Months	Payment per Month

Notes: _____

Equipment Make & Model		Burner Make & Model	
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System Type: Water Air Steam

Hot Water: Indirect _____ Separate _____ Coil _____

Number of Heating Zones: _____

Customer Name _____

Address _____

City _____ Zip _____

Phone _____

Mailing Address (if different) _____

E-Mail _____

Type of Card: VISA M/C Discover

CC# _____ Exp. Date _____

CVV# _____

TANK INFORMATION

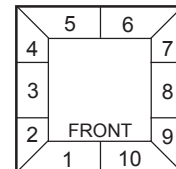
Tank Size: _____

Tank Is: INDOOR / OUTDOOR / BURIED

Tank Reading: _____

Fill Location: _____

Tank Location:



Start Date _____ Exp Date _____

Annual Service Agreement \$ _____

Oil Fired Hot Water Heater Coverage \$ _____

Additional Zones \$ _____

Applicable Discounts \$ _____

Sub Total \$ _____

Tax \$ _____

Total \$ _____

NOTICE OF CANCELLATION

You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. I have read the front and back and understand this agreement and accept all terms and conditions on both sides of this contract.

Customer Signature _____

SS# _____

Parkside Rep. _____

Date _____



PLEASE NOTE: THE FOLLOWING ITEMS ARE NOT COVERED UNDER THIS AGREEMENT

1. Service or Damage due to lint or any other blockage to air intake resulting in a soot condition.
 2. Repairs due to low or empty fuel tanks due to negligence of faulty gauges.
Ex. clogged oil lines, filters, strainers & nozzles.
 3. Fuel oil storage tank or repairs due to sludge in tank.
 4. Repairs to oil supply & return lines.
 5. Repairs due to water in tank, basement, or boiler room.
 6. Coils, boiler sections, air handlers & chambers.
 7. Plumbing or piping (ex. hot water coils, baseboard, radiators, frozen pipes, frozen oil lines, etc.)
 8. Air filters
 9. Electrical wiring excluding controls covered by this contract.
 10. Damage resulting from electrical power failure, or power surge.
 11. Obsolete or non-serviceable parts.
 12. Any other part not listed under the "covered parts" of this contract.
- The above list is partial and is not limited to those items listed.

This Agreement does not include: A: Parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane or other acts of God, power interruptions, insufficient water, or responsibility for secondary damage or for loss or damage resulting from delays or failure to render service due to conditions beyond Parkside Fuel's control. B: Boiler, hot water tanks, hot water coil, expansion tanks, extrol tanks, feed valves, oil fill pipes and vent alarms, radiators, radiator valves, baseboard, piping, plumbing, cooling equipment, household electrical wiring, motorized dampers, plate type humidifiers, registers, ductwork, chimneys or chimney liners. C: Any guarantee expressed or implied as to the ability of the system to supply the heat or the hot water required. D: Any equipment or piping that is not fully accessible. E: Service required as a result of customers failure to replace fuses, reset circuit breakers, set thermostats properly, turn on emergency switch, open flow valve, bleed air, oil equipment, drain expansion tank. Customer agrees to pay Parkside Fuel's then prevailing rate for service rendered as a result of any of the aforementioned causes. F: Cleaning of baseboard or ducts. G: Service required, or damaged resulting from operating an attic fan. NOTE: simultaneous operating attic fan and oil burner can cause the oil burner to malfunction. H: Hot water heater burner and controls and hot water tanks. Parkside Fuel shall not be liable for damage caused by leakage of any kind. I: Removal of any asbestos material. J: Any domestic water piping regardless of relation or proximity to heating equipment.

Delivery requirements/Automatic renewal: All customers' fuel oil requirements must be purchased from Parkside Fuel during the term of this agreement under the automatic delivery system. Minimum annual purchase is 600 gallons. Customer agrees to pay Parkside Fuel's then prevailing rate plus any applicable charges for service required to Vent Alarms or other such fill/vent devices. Parkside Fuel does not assume or accept any responsibility to provide prior notification to customer of oil deliveries, including but not limited to scheduled date or time, or call before. Parkside Fuel is permitted, without notice to customer, to suspend or terminate all services under this contract if the customer is in arrears with regard to any monies due Parkside Fuel whether such monies relate to billing for this contract, installation of equipment or oil deliveries or any other services supplied by Parkside Fuel to customer under other contracts. This contract will automatically renew on the expiration date for successive annual periods at Parkside Fuel's then prevailing rate under the same terms and conditions unless either party notifies the other in writing at least 30 days prior to any renewal date that the party does not intend to renew.

Freeze-ups: Parkside Fuel does not warrant that the heating system will work properly all of the time. The customer needs to notify Parkside Fuel of system failure immediately. Parkside Fuel is not responsible for freeze-ups or frozen pipes and subsequent damage due to a freeze-up. In order to minimize the potential damage Parkside Fuel recommends that someone be at your home on a daily basis checking that the heating system is working properly.

Suggestions when leaving your home for an extended period of time:

Use of a central monitoring service, automatic monitoring system, installation of antifreeze in heating system, shut off water main and drain domestic water. For further information regarding freeze-up protection, go to www.Parksidefuel.com.

Cancellation: If the customer should terminate this contract for any reason at any time prior to the end of this service agreement, or if Parkside Fuel terminates the customers account for failure to comply with Parkside Fuel's terms as set forth herein, the customer will be charged an early **termination fee of \$399.00** representing "Liquidated Damages", in addition to any outstanding balance owed to Parkside Fuel for any fuel purchases and service work performed from the date of commencement of this agreement until the date of termination. Any account cancellation must be sent by registered mail only. Customer will still be liable for all conditions as set forth herein. Any monies due under this contract must be paid within 15 days and any balance that remains unpaid, will be subject to a finance charge equal to 1 ½% per month, in addition to any and all collection costs, court costs and attorney fees.

Credit Authorization: The customer authorizes any credit reporting agency to furnish credit information to Parkside Fuel from time to time during this or any subsequent renewal term of this contract.

Full Agreement/Serverability: This agreement constitutes the full understanding of the parties and may not be amended or terminated except in writing. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. Parkside Fuel, reserves the right to reject this agreement after the inspection of the heating system.

It is further understood and agreed to by and between the parties hereto that the provisions of this agreement shall be suspended if and in the event any of the following occur: If Parkside Fuel is unable to perform under the terms of this agreement from causes incident or resulting from present and prospective emergency conditions, or other causes beyond the reasonable control of said party, including but not limited to transportation delays or interruptions of supply, extreme volatility, acts of God, national emergency, war, Force Majeure, fire, flood, hurricane or similar conditions, or if Parkside Fuel determines after an inspection, that the heating system and/or fuel storage tank is in an unsafe condition.

GENERAL CONDITIONS

1. One annual tune up is included. If another tune up is necessary within the contract year, there will be a charge.
2. This contract will renew yearly and may be cancelled by either party via written notification only, Said notification must be received no later than thirty (30) days prior to the renewal date.
3. Unless otherwise notified, the credit card used for renewals will be that which was used in order to execute the original contract. It is the customer's responsibility to notify Parkside Fuel that you do not wish to renew the contract.
4. All fuel oil requirements must be purchased from Parkside Fuel during the term of this agreement, minimum of 600 gallons.
5. This contract works in conjunction with the Automatic Delivery Agreement.
6. Emergency service calls such as "NO HEAT", "NO HOT WATER", OR "MAJOR OIL/WATER LEAKS" will be rendered on a 24 hour basis. All other service calls will be scheduled during regular business hours which are Monday-Saturday 8:00am - 4:00pm excluding holidays.
7. Upon arrival of service technician, equipment must be accessible for repair, and an adult must be present. There will be a \$25.00 service charge to return if we cannot perform duties at this time.
8. Any work done on boiler or burner from any source other than Parkside Fuel shall terminate this agreement.
9. Parkside Fuel reserves the right to cancel this agreement with no refund to the customer if the equipment is deemed obsolete or can no longer be repaired due to inability to obtain parts. Customer will have an option to upgrade the equipment.
10. This agreement may be cancelled by either party by written notice within thirty days of acceptance without liability against either party, except the customer's liability for services rendered or parts furnished at regular rates. If cancelled after thirty days, this agreement has no refund, but may be assigned by the customer to any future owner of premises mentioned on condition the new owner agrees to comply with the terms and conditions set forth herein.