



Roach Energy
333 E. John Street
P.O. Box 2899
Martinsburg, WV 25402
(304) 263-3329

General Conditions

During the life of this agreement, Roach Energy will provide dependable, prompt emergency service 7 days a week, 365 days a year.

Emergency service constitutes NO HEAT, SERIOUS FUEL LEAKS or DANGEROUS SITUATIONS (excludes air conditioning systems).

Non-emergency service will be performed during normal working hours, Monday-Saturday from 7:00am to 6:00pm. Non-emergency work requested between 6:00pm and 7:00am will be charged at a labor rate of \$95.00 per hour.

1. A FREE Total Tune-up can be received by calling and scheduling between March 1 and September 30. A Total Tune-up includes the following:

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| <input type="checkbox"/> Replace oil filter cartridge and burner nozzle. | <input type="checkbox"/> Adjust system to maximum efficiency and perform combustion efficiency test to check results. |
| <input type="checkbox"/> Clean and check electrodes and nozzle assembly. | <input type="checkbox"/> Customer will receive a written report detailing the condition and efficiency of their heating system at the conclusion of the Total Tune-up. |
| <input type="checkbox"/> Oil all motors on burners, fans and circulators. | |
| <input type="checkbox"/> Safety-check all operating controls. | |
| <input type="checkbox"/> Inspect combustion chamber. | |
| <input type="checkbox"/> Vacuum interior of boiler or furnace, flue pipe, and the chimney base as needed. | |

2. Labor is covered only for the repair or replacement of listed parts and services based on the contract chosen. For all other work, labor and parts will be charged at the normal rates that apply.

3. This agreement does not cover: water tanks and anode rods, domestic plumbing, domestic wiring, cooling equipment, low pressure burners, rotary burners and condensing equipment, electronic air cleaners, permanent air filters, ductwork, repair or replacement of obsolete parts which are not available through regular sources of supply, or any work that requires us to expose concealed piping or concealed oil lines for repair.

4. This agreement does not cover parts or labor, secondary or consequential damages when failure is due to:

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| <input type="checkbox"/> Air in baseboard radiation or radiators. | <input type="checkbox"/> Lack of oil when delivery was delayed due to delinquency in payment, or when customer is not on automatic delivery. |
| <input type="checkbox"/> Changes in oil consumption. | <input type="checkbox"/> Power interruption, wars, acts of God, accidents, fire damage, flooding or other water damage, government regulations, strikes, riots or other conditions beyond the control of Roach Energy. |
| <input type="checkbox"/> Customer leaving emergency switch in "off" position, thermostat set improperly, dirty air filter or lack of water in boiler. | <input type="checkbox"/> Vacant or unattended premises. |
| <input type="checkbox"/> Failure of customer to maintain proper boiler water level or pressure. | |
| <input type="checkbox"/> Fuses or circuit breakers blown. | |
| <input type="checkbox"/> Inadequate boiler room ventilation. | |

5. This agreement will be void if:

- All fuel oil requirements are not purchased from Roach Energy.
- Customer removes himself from automatic delivery status.
- Customer procures heating equipment service from any person other than an employee or authorized service representative of Roach

6. Delinquent accounts past 30 days will result in automatic termination. Failure to keep your balance current will also result in cancellation unless arrangements are made with our credit manager. In a rental situation, if a tenant defaults in payment for oil delivered it is the landlord's responsibility.

7. There shall be no liability on the part of Roach Energy for work done by anyone else unless such a person is authorized in writing by us to perform such work or furnish such parts.

8. Customer and Roach Energy agree that there are no promises, terms, conditions or obligation between the parties that are not already contained in this contract. Statements made by Roach Energy personnel that are not contained in this contract have not been relied upon by customer and are not party to this contract.

9. All equipment replacement credits are only applicable toward equipment purchased from and installed by Roach Energy.

10. This contract does not insure against leaks from fuel storage tanks or any damages to persons or to property resulting from such leaks. This contract does not cover any installation, cleanup, removal, remediation, or other costs of compliance with any laws, rules or regulations regarding fuel storage tanks. Roach Energy will not be responsible for any injury or damage resulting from the disposal, discharge, dispersal, release or escape of oil or other petroleum substance into or upon the customer's property, the atmosphere, or any water course or body of water, unless caused by the negligence of Roach Energy. Customer shall be responsible for the condition and maintenance of the fuel oil tank, and for compliance with all laws requiring notice to government agencies or officials in the event of a leak from said tank.

11. The length of this agreement is one year from date of acceptance. It will automatically renew annually unless we are notified of cancellation in writing 30 days prior to renewal date. Renewed contracts may be subject to price and coverage changes. If the customer moves, this contract may be assigned to the new owner providing the new owner agrees in writing to assume this contract, all customer's outstanding bills are paid, and customer gives Roach Energy Company written notice at least 10 days before closing.

12. Roach Energy reserves the right to inspect a heating system before it is accepted for service plan coverage. If inspection shows that the system is in unacceptable condition, it must be repaired or replaced before customer will be accepted for coverage. Roach Energy reserves the right to reject, at any time, any equipment from coverage if we find it to be unacceptable.

13. A Total Tune-up completed in anticipation of service contract renewal will be billed at standard rates if the anticipated renewal is canceled.

14. This policy applies only to residential heating systems up to 250,000 Btus output.

Please keep for your records.