



Total Comfort Service “Water Heater Plan” \$199.00 per year

Division: _____

344 US Route 46
Rockaway, NJ 07866

Congratulations on your decision to become a Total Comfort Water Heater Plan Customer. Above all, this plan gives you and your family unmatched peace-of-mind that your equipment has been tested and tuned for safe and efficient operation.

PLAN INCLUDES THE FOLLOWING MAJOR PARTS :

Burner Coupling	Ignition Transformers
Burner Motor	Nozzle
Cad Cell Eye	Nozzle Line
Electrodes	Porcelains
Fuel Filter Cartridge	Fuel Pump Strainer

**YOUR TOTAL COMFORT
“WATER HEATER PLAN” INCLUDES:**

- Emergency oil burner service, 24 hours a day, 7 days a week, 365 days a year.
- No Service Charge On first 2 visits during normal service hours of 8 A.M. - 5 P.M. All service after the extended service hours will be billed out at a rate of \$195 plus parts less 25% on total bill.
- 11 point energy conservation check
- Annual tune-up with combustion efficiency test and adjustments
- Oil filter, nozzle, and strainer replacement at time of annual tune up.
- We will repair or replace, according to the contract, any of the covered parts which may become defective due to normal wear and tear.
- Service plans apply to one, residential, oil fired unit.

IT IS YOUR RESPONSIBILITY TO SCHEDULE YOUR ANNUAL TUNE-UP BETWEEN APRIL 1 AND AUGUST 31. ALL ANNUAL CLEANINGS SCHEDULED OUTSIDE OF THESE DATES WILL BE BILLED AT “FULL PRICE”.

Name:

Address:

Home Phone Number:

Work Phone Number:

Email:

See reverse of page for terms and conditions.

ACCEPTANCE OF CONTRACT BY STERLING FUELS AND LOGISTICS LLC

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

4. STERLING FUELS AND LOGISTICS LLC has no obligation hereunder to service, repair, or replace obsolete or worn out burners which have been discontinued by the manufacturer. Nor does STERLING FUELS AND LOGISTICS LLC 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. STERLING FUELS AND LOGISTICS LLC 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 STERLING FUELS AND LOGISTICS LLC assume any additional cost which may be required by government regulations.
6. Vacuuming and/or cleaning of water heater, smoke pipe and base of chimney will be done to residential boilers that service up to three families only when deemed necessary by STERLING FUELS AND LOGISTICS LLC.
7. STERLING FUELS AND LOGISTICS LLC 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. STERLING FUELS AND LOGISTICS LLC has no obligation there under in the event the customer's oil tank becomes dry due to nonpayment.

TIMING OF STERLING FUELS AND LOGISTICS LLC

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. STERLING FUELS AND LOGISTICS LLC 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 STERLING FUELS AND LOGISTICS LLC deems the customer's credit to be unsatisfactory. In such event, STERLING FUELS AND LOGISTICS LLC 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 STERLING FUELS AND LOGISTICS LLC 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, STERLING FUELS AND LOGISTICS LLC'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 STERLING FUELS AND LOGISTICS LLC unless written notice of nonrenewal is given by either party prior to the expiration date of the contract term. STERLING FUELS AND LOGISTICS LLC 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 STERLING FUELS AND LOGISTICS LLC 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 STERLING FUELS AND LOGISTICS LLC'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: _____