

Magoon's Transportation & Energy, Inc.

303 Moosehill Rd
Osborn, ME 04605
Office: 207-584-5272 Fax: 207-584-2145
Email: magoonenergy@rivah.net

HOME HEATING SERVICE PLAN AGREEMENT

Customer Name _____

Mailing Address _____

Service Address _____

Telephone Home: _____ Other: _____

Description of Eligible Equipment: _____

Inspected by: _____

ONE YEAR PLAN:

One Year Complete Parts Replacement-	Year-round parts and labor	\$ 255.00
Planned Maintenance-	Check, Clean and adjust system once a year.	
Labor Warranty-	24-hour service calls for one full year.	

(Please read and initial the Terms and Conditions on the back.)

EQUIPMENT ADD-ONS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL PRICE OF CONTRACT \$ _____

This Service Plan is accepted for the above customer by Magoon's Energy and Transportation as described above and by general conditions on reverse side, beginning from date of invoice.

Magoon's Energy and Transportation and Date

Customer Signature and Date

New_____ Renewal_____

Magoon's Transportation and Energy, Inc.

Service Contract

Terms and Conditions

1. Customer shall purchase their fuel from Magoon's Transportation & Energy, Inc. on Automatic basis.
2. To be known to the Customer that Magoon's Transportation & Energy, Inc. will not be held liable for contaminated fuel Purchases by the Customer.
3. All heating systems: The Company reserves the right to inspect and approve all heating systems to be covered before the contract is issued. Our consolidated service plan provides for the repair and/or replacement parts except for hot water tanks, domestic coils, hot water heaters, G.E. and all low pressure and rotary-type burners and controls, Ironfireman burner motors, expansion tanks, smoke pipe, oil tanks, and clock-type thermostats. This plan does not cover heating systems that are associated with wood or coal burning systems or equipment.
4. Fuel flow problems directly related to outside storage of fuels are not covered under this contract.
5. This agreement will remain in effect for one (1) year from date of contract and automatically renews itself at the company's prevailing rates at the time of renewal on a year-to-year basis unless either party gives at least thirty (30) days prior written notice of termination, changes oil company, or carries an outstanding balance with Magoon's Transportation and Energy, Inc.
6. 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 fuel, insufficient water or (b) general plumbing , piping or hot water coil, household wiring or commercial heating equipment. This agreement does not include and the Customer shall be charged separately for service required as a result of the customer's failure to replace fuse, reset circuit breaker, set thermostat properly, turn on emergency switch, open fuel valve, lubricate equipment, vent or purge system, clean air filters or drain expansion tank. The Company shall have no responsibility for consequential damage or for loss or damage resulting from delays or failure to render service due to conditions beyond the Company's control and *force majeure*.

The Company shall not be held responsible for parts, materials or components which are discontinued or obsolete.

The Company and Customer agree that there are no promises, terms, conditions or obligations not herein written which are part of this agreement.

7. The Company is equipped to provide emergency burner service twenty-four hours per day, seven days per week. The Company cannot be liable for any delay or failure to supply service or parts because of conditions beyond our control. In no event shall the Company be held liable for consequential damages or injury. **This contract covers all burner service calls during regular working hours. Please note: service calls after 5 p.m. on weekdays or during non-business hours (weekends and holidays) will be covered by this plan only in cases of complete mechanical failure, resulting in NO HEAT. All other service calls deemed necessary by the Customer will be billed at our current labor rates.**
8. TERMS: Payment due within thirty (30) days after billing date or included within Equal Payment Plan payments. If payment is not received within thirty (30) days or Equal Payment Plan arrangements made, contract is immediately cancelled. Equal Payment Plan to be paid within three (3) months if approved.

 I've read and understand the above Terms and Conditions.

(customer's initials)