

Midnight Heating Services, Inc.

D/B/A Midnight Fuel
157 Commonwealth Street
Franklin Square, NY 11010

Oil Burner Maintenance and Parts Agreement

Air Eliminator	Delayed Oil Valve	Fuel Pump	Pressure Relief Valve
A/B Aqua stat	Draft Regulator 9"	Ignition Transformer	Primary Controls
Bearing Assembly	Dual Unit Feeder/Relief Valve	Impeller	Relays 8184/RA117
Blown Burner Fuses	Electric Wiring to Controls	Limit Controls	Sight Glass & Washer
Boiler Drain	Electrode	Smoke Pipe 9"	Burner Head
Emergency Switches	Nozzles	Steam Pipe Safety	Burner Motor
Extrol Tank	Oil Filters/Cartridges	Temperature Gauge	Cadmium Cells
Fan	Pig Tails	Thermostat –(PLAIN)	Clock Circulator
Fan Belt	Porcelains	Transformers	Circulator Motor
Fill & Vent Caps	Pressure Control	Vent Alarms	Circulator Couplings
Firematic Valve	Pressure Gauge	Zone Valves	

Upon approval of your equipment and signing of this contract, a qualified heating service Technician will perform the following Yearly Maintenance.

1. Provide annual cleaning and adjustment of Burner and Boiler, for efficiency and safety
2. To provide 24 hour Emergency Service, with reasonable promptness
3. There shall be no obligation by Midnight Heating Services, Inc. / Midnight Fuel to replace Parts which are rendered unfit for use. Example; Flooded basements, freezing, fires or any other cause other than normal or natural cause
4. Midnight Heating Services, Inc.. (Midnight Fuel) can cancel this agreement without notice if customer purchases fuel from anyone other than Midnight Heating Services, Inc. DBA Midnight Fuel
5. Midnight Heating Services, Inc. has the right to cancel or reject any Contract if on Inspection deems the Boiler/Burner Unsuitable for service
6. All Fuel must be paid for within 10 days from date of delivery, otherwise subject to 1 ½ per month interest charges and \$25.00 late fee
7. This Agreement shall automatically renew itself unless otherwise terminated by either party prior to expiration

Customer Name _____

Address _____

City State _____ Zip _____

Telephone Home () _____ Cell () _____

Effective Date: _____ Annual Charge \$ _____
Begins: _____ Sales Tax \$ _____

Ends: _____ Total Amount due \$ _____

Sign _____ DATE _____

General Conditions

1. Midnight Heating Services, Inc. (Midnight Fuel) and the customer agree there are no promises, terms, conditions or obligations other than those which are included in the plan. This plan may not be modified orally and all modifications require the signature of an Officer of Midnight Heating Services, Inc. (Midnight Fuel).
2. This plan does not cover repairs or materials required because of damage by fire, water, seepage and leaks from pipes, vents, force or other acts of God and in no event shall Midnight Heating Services, Inc. (Midnight Fuel) be liable for consequential or special damages or for the failure to delay to respond if such failure or delay is occasioned by riot, smoke, fire, flood, force or other acts of God.
3. Within 60 days after agreement, Midnight Heating Services, Inc. (Midnight Fuel) shall have the right to terminate this plan without penalty if upon inspection of equipment it ascertains it is not in proper working order or repair.
4. This plan does not cover parts required or service rendered as a result of Power Interruptions, insufficient water in the boiler, insufficient fuel when the customer is not on the automatic delivery system or when the customer's deliveries have been held due to an overdue balance. Services rendered under conditions outlined in this paragraph will be invoiced at prevailing rates.
5. This plan does not cover service rendered as a result of customer's failure to replace fuse or reset circuit breaker, set thermostat properly, turn on emergency switch, open valve, bleed air, drain expansion tank, clean air filters, baseboard, radiators and ducts. This plan also does not cover water leaks or any plumbing unless otherwise specified under this plan. Services rendered under conditions outlined in this paragraph will be invoiced in accordance with the provisions.
6. During the evening hours and Saturday, Sunday and Holidays only EMERGENCY Service will be provided. Minor complaints will be scheduled and taken care of during the normal workday.
7. For any breach of this plan, negligence or other failure whatsoever on the part of Midnight Heating Services, Inc. (Midnight Fuel) then Midnight Heating Services, Inc. (Midnight Fuel) is hereby limited to performing the work only.
8. Midnight Heating Corp (Midnight Fuel) shall not be responsible for water freeze up or oil spills if caused by a change in the customer's pattern of fuel oil consumption or customer's use of alternate sources of fuel causing Midnight Heating Services, Inc. (Midnight Fuel) to be unable to determine the proper delivery schedule under automatic delivery system.
9. Midnight Heating Services, Inc. (Midnight Fuel) shall not be required to deliver oil on the "Will Call" system and shall determine whether a customer qualifies for the "Automatic Delivery" system.
10. Midnight Heating Services, Inc. (Midnight Fuel) will not be responsible for damage resulting from clogged oil vent, fill pipe or water in oil tanks from any other damage cause beyond Midnight Heating Services, Inc. (Midnight Fuel) control.
11. If the customer's oil consumption falls below the minimum of 700 gallons per year, Midnight Heating Services, Inc. (Midnight Fuel) at its sole discretion shall have the right to cancel this plan and bill the customer the annual rate of a service contract. If this occurs, then Midnight Heating Services, Inc. shall reserve the right to bill all oil burner service, including parts, performed during that period at the Company's prevailing rates for parts and labor.
12. If a customer cancels their contract prior to the end of this plan, Midnight Heating Services, Inc. (Midnight Fuel) shall reserve the right to bill all oil burner service, including parts performed during that period at the Company's prevailing rates for parts and labor.
13. In compliance with regulation "Z" of the U.S. Federal Government, our Finance Charge is 1-1/2% per month for all past due balances over 30 days which is a true annual percentage rate of 18%. In the event of the default by purchaser, purchaser further agrees to pay attorney's fees necessary for the collection of any sums due to Midnight Heating Services, Inc. (Midnight Fuel).
14. The Customer agrees to pay company standard service rates plus parts, when any portion of their heating system isn't covered by this contract.
15. Midnight Heating Services, Inc. (Midnight Fuel) also reserves the right to refuse all service without notice if the customer is in the arrears of failing to pay any bill within 30 days.