

# Crowley Fuel Company

167 North Main St.  
P.O. BOX 55 (mailing address)  
N Brookfield, MA 01535  
508-867-6740 or Fax: 508-867-6871  
«LetterDate»

«AddrBlock»

Dear «FirstName» «LastName»:

Enclosed is our Service Contract for 2009-2010. There are a few changes in our contract for this year. You will see that we have increased the cost of the contract by \$7.05 because of a slight rise in the price of parts and Tank Guard protection for your tank. We have added a few plumbing-related repairs such as tankless coils and mixing valves to the parts not covered; otherwise the list of repairs covers most parts that might need replacing on your heating system.

We have added checking anode rods to our list of services for those customers who have a hot water tank equipped with this tank saving part. An anode rod extends down into the tank and attracts corrosives to it rather than the steel sides of your hot water tank. Over time the corrosives will eat away your anode rod and start working on your tank. We will check them free of charge for you as part of the service contract; but, if you want yours replaced, we will charge an additional \$25.00. A properly functioning anode rod can extend the life of your hot water tank well beyond the 5 to 10 year warranty.

We will also be inspecting oil lines and oil tanks (as we have been doing every year). The difference is that we will inform you if your oil line is in need of replacement because it is unprotected. As of July 2010 it will be necessary to have your oil line sleeved, run overhead, or have an oil safety valve installed. Again, this is work that is not covered by the service contract because it is a pre-existing condition. This will make it possible for you to purchase pollution coverage from your homeowner's insurance carrier.

All information about your oil tank will be kept on file and we will make it available to you or your insurance company when needed. We will also update the local Fire Marshall's records for your oil tank and oil line.

Please sign both copies of the service contract and both copies of the parts covered and not covered and return them to us at: P.O. Box 55 North Brookfield, MA 01535. We will sign both copies and send one back to you.

Sincerely,

*Robert A. LaFlamme*

Robert A. LaFlamme  
Crowley Fuel Company  
Encs.

## CROWLEY FUEL SERVICE CONTRACT 2009-2010

### General Conditions:

It is the intention of Crowley Fuel Company to provide a reasonably priced service contract to their customers who purchase their fuel oil and heating system service exclusively from Crowley Fuel Company during the term of this contract and whose payments are in good standing (*payment received within 30 days*). This contract becomes effective when it has been signed by both the customer and the president of Crowley Fuel. It may be necessary for Crowley Fuel to inspect your heating system before signing of the contract can occur. Crowley Fuel reserves the right to approve or disapprove systems for service contracts.

The cost for each service contract will be **\$237.00** (which includes **\$42.00** for the *Tank-Guard Program*) for one heating system, **\$229.00** each for 2 or more heating systems. The fee for a service contract without Tank Guard will be **\$195.00**. Oil-fired hot water tanks are covered for an additional **\$50.00**. These prices include an annual tune-up of the heating system or hot water heater and the *Tank-Guard Program*.

The term for this contract is from June 1, 2009 to May 31, 2010 and will be renewable every year if agreeable to Crowley Fuel and the customer. The contract automatically terminates if the customer stops buying oil from Crowley Fuel Company and no credit will be issued if the contract is canceled before the expiration date.

Under the service contract, labor and parts are provided free of charge to the customer for repair or replacement of the heating system parts and repairs described as being covered on the accompanying page listing parts covered. Parts and repairs not covered by the contract are also listed. Repairs or services not covered by the contract will be performed and charged to the customer at prevailing rates. Repair for pre-existing conditions identified prior to this service contract will not be covered. Environmental clean-up, cleaning services, and waste disposal services are not covered by this contract.

This service contract does not cover labor or materials to repair damage to the heating system or residence caused by the customer's neglect such as having a heating system switch in the off position, unrepaired conditions or conditions that do not comply with applicable codes, or running out of oil (Automatic Delivery customers excluded). This is not an insurance contract and so does not cover damage to the customer's property, however caused.

Crowley Fuel will provide service as soon as practical for emergency calls and during regular business hours for non-emergency calls. Crowley Fuel will not be liable for any delay or failure to provide service due to conditions beyond their control.

The customer's heating system (including oil tank and fuel line) is the property and responsibility of the customer. The customer agrees to release and hold Crowley Fuel Company harmless from all claims related to loss or damage to personal or real property except as caused by Crowley Fuel's sole negligence. The Customer agrees that Crowley Fuel shall not be liable for any incidental, special or consequential damages.

In addition, the Service Plan includes the *Tank-Guard Program* which provides a chemical solution to prevent corrosion in your tank. We recommend that an annual inspection of your fuel tank be performed. If a tank leak occurs due to corrosion after *Tank-Guard* is installed, Lincoln Laboratory will pay for the replacement of your tank in accordance with the terms of the *Tank-Guard Program Limited Warranty*. You must read the Warranty Certificate enclosed if you are signing up for *Tank-Guard* coverage.

This service contract can be transferred to new homeowners who purchase oil from Crowley Fuel Company in the event that the residence serviced by the plan is sold.

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### CROWLEY FUEL COMPANY SERVICE CONTRACT 2009-2010 AGREEMENT

I have read the conditions for the Crowley Fuel Co. Service Contract, the *Tank-Guard* Warranty Certificate and the Parts Covered and Not Covered and agree to them. I have enclosed my payment for \$\_\_\_\_\_ for the coverage of service until May 31, 2010.

I do not wish to enroll my tank in the *Tank-Guard Program*. I am aware that I will be responsible for all financial obligations associated with changing my tank if it leaks or should need to be replaced. Because of this I am deducting **\$42.00** and have enclosed my payment for \$\_\_\_\_ for the coverage of service until May 31, 2010.

\_\_\_\_\_  
Customer Signature («FirstName» «LastName»)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert A. LaFlamme, Crowley Fuel Co. President

\_\_\_\_\_  
Date Sent: «LetterDate»

**SIGN 2 COPIES OF SERVICE CONTRACT & MAIL 2 COPIES BACK WITH PAYMENT AS WELL AS 1 COPY OF SIGNED PARTS COVERED LIST. WE WILL RETURN A SIGNED COPY TO YOU FOR YOUR RECORDS.**

# CROWLEY FUEL COMPANY SERVICE CONTRACT 2009-2010

## PARTS & LABOR COVERED

This contract includes a complete tune-up, inspection, and heating system evaluation that replaces the following parts: nozzle, oil filter cartridge, oil pump strainer, and fiberglass air filter (when applicable).

The replacement of the following parts is covered by this service contract:

Air Filters (Standard fiberglass)	Oil burner parts:
Aquastat	Air Tube
Blower motor	Blower wheel
Boiler drain valve	Cad cell
Cartridge circulator	Coupling
Chimney Connector Pipe	Drawer Assembly
Circulator bearing assembly	Electrodes
Circulator coupling	Head or end cone
Circulator flange gaskets	Ignitor
Circulator motor	Motor
Extrol tank	Nozzle
Fan belt	Nozzle line
Fan-limit control	Nozzle line heater
Firomatic switch	Oil pump
Firomatic valve	Oil pump strainer
Oil filter cartridge	Oil valve
Oil Tank*( <i>only if Tank-Guard is selected &amp; paid for</i> )	
Oil tank whistle	Steam gauge glass
Pressure relief valve	Thermostat (HoneywellT87 or equivalent)
Pressurtrol	Toggle switch
Primary Control	Zone valve power head

\*The *Tank-Guard Program* is designed to protect, monitor, and warranty your aboveground fuel oil tank. The protection comes from a chemical solution specifically designed to stop your tank from corroding. Should any tank that meets the criteria in the warranty certificate leak, the Tank-Guard Program will replace that oil tank.

## PARTS & LABOR NOT COVERED

Air Conditioning	Ductwork	Multi-zone relay	Power venter parts
Air filters (pleated, stainless steel, etc.)	Forced hot water boilers	Oil burner (complete)	Radiators
Anode rods	Frozen pipes	Oil line	Steam boiler & piping
Baseboard cover & element	Frozen or air-bound oil line	Oil line de-aerator	Steam vents
Bleed air from oil line	Furnaces	Oil tanks*	Tankless coil
Blower unit	Hot water tanks	Plumbing or Pipe Repair	Tankless coil gasket
Combustion chambers	Mixing or tempering valves	Power venter (complete)	Thermostat Calibration

Unsafe or unsanitary conditions such as those caused by improperly stored chemicals or sewage overflows.

**\*Unless your oil tank is eligible and covered by the Tank Guard Program.** Underground tanks, plastic-lined oil tanks, and tanks that fail the initial inspection cannot be covered by Tank Guard's warranty program. Tanks that are covered will receive an annual inspection and be referred to Tank Guard if any leaks are detected. To minimize pollution damage, it is the responsibility of the customer to alert Crowley Fuel if any leaks are detected either by sight or by smell. Beginning in July 2010, all oil lines in contact with cement or the floor must be sleeved.

**I have read the above information listing which parts & labor are covered and which are not and have read the Tank-Guard Annual Limited Warranty Certificate.**

\_\_\_\_\_ (please sign & return 1 copy of parts covered list with 2 copies of the signed Service Contract).