

CROWLEY FUEL SERVICE CONTRACT 2010-2011

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 (*no debt older than 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 **\$239.75** (which includes **\$44.75** for the *Tank-Guard Program*) for one heating system, **\$231.75** 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, 2010 to May 31, 2011 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.

CROWLEY FUEL COMPANY SERVICE CONTRACT 2010-2011 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 and Tank Guard until May 31, 2011.

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. I have enclosed my payment for \$ ____ for the coverage of service until May 31, 2011.

Customer Signature: _____
Crowley Fuel Account Number.: 2501 Date:

Robert A. LaFlamme, Crowley Fuel Co. President

Date Sent: 6/2/10

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.