

P.O Box 2241 Saint John, NB Canada E2L 3V1

### 1. THIS MAINTENANCE PLAN

## **INCLUDES**

In Consideration of the Customers paying Park Fuels Ltd. (Hereinafter referred to as "The Company") the annual Maintenance Plan rate in effect for each Domestic Oil-Burning Unit, the Company agrees with the Customer:

A. To replace and install any of the following parts listed below which may become defective through normal use.

**Note:** replacement with new or rebuilt parts is at the Company's discretion.

To provide Annual Conditioning (during scheduled, regular Company operating hours) when requested by the residential customer to include necessary cleaning/inspecting of the furnace, flue pipe and oil burner. The oil burner will be adjusted to ensure safe and proper performance.

- B. The Customer will ensure reasonable access to The Company's service technician to perform the work required for the Annual Maintenance. Note: regular Company operating hours should be considered to be between 08:00 AM and 4:30 PM, Monday Friday.
- C. To provide emergency service as requested which is defined under this Plan as the labour required to correct burner failure.
- Fan control
- Fan belt
- Fan pulley
- Fan (allowance \$60 installed)
- Fan motor (allowance \$75)
- Oil pump
- Oil pump motor connector
- Oil burner motor (1/4 HP max.)
- Burner fan
- Burner air shutter
- Primary control
- Primary control sub-base

- Blast tube
- Nozzle
- Nozzle holder
- Oil line filter refill
- Burner filter refill
- Electrode assembly
- Electrode porcelain
- CADCell
- Draft regulator
- Capacitor
- Universal mounting flange
- Flange gasket

- Cross casting
- Regulator assembly
- Hydraulic jack
- Capillary tube
- Burner coil
- Vent and Fill caps
- Standard low-voltage heating thermostat (single residency, one per year)
- Oil burner transformer
- End cone



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#### 1. THIS MAINTENANCE PLAN

### **DOES NOT INCLUDE**

- A. Parts that may require repair or replacement due to the negligence of the Customer; or any other cause beyond the control of the Company.
- B. Repair or Replacement of any parts due to flooding or water damage.
- C. Repair or replacement of parts, in whole or in part, or any change required in the heat distribution (duct/piping) system, furnace heat exchanger, zone controls, circulating pumps & circulating pump motors or any other parts forming part of the HOT WATER heating distribution system.
- D. Changes, replacements, upgrading or repairs as may be required by any Municipal, Provincial, Federal or insurance carrier bylaws/statutes/codes or regulations.
- E. Any heating equipment over 200,000 B.T.U. capacity.
- F. Service to and/or replacement of:
- All reset controllers (i.e.) Tekmars
- Air filters
- Complete filter assembly
- Electronic air cleaners
- Programmable thermostats
- Domestic HOT WATER heating
- Coils in boilers
- Air conditioning
- Draft inducer
- Any type of humidifier
- Smoke pipes
- Blown fuses / resetting breakers
- Furnace main power switch
- Thermostats (multiple residential)
- Frozen fuel lines

- Domestic water heater appliance(s)
- Relocation of thermostats
- Low pressure burners parts any type
- Oil tanks and lines
- Restarting furnace after power failure
- "Restart" after oil Run-out when Customer does not adhere to "automatic delivery system" of the company
- "Restart" after oil Run-out when Customer is on "CALL" delivery status

**Note:** all Restarts, covered by The Plan, or not, must be carried out by a licensed LeRoy's Heating technician



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## OIL STORAGE TANKS AND SUPPLY LINES TO THE FURNACE

- Oil Storage Tanks and Supply Lines to the furnace, the age and condition, are the Customer's responsibility and liability,
- The Customer agrees to ensure appropriate and adequate liability insurance coverage is in place for the storage tank and supply lines to the furnace,
- The Customer agrees their storage tank and supply lines to the furnace will meet prevailing installation Codes, guidelines, conditions and responsibilities as set-out by the manufacturer, relevant government agencies and,
- Will meet guidelines, conditions and responsibilities as set-out by their insurer,
- Manufacturer and/or Provincial government agencies and/or Insurance Company guidelines generally accept the service life of an oil storage tank as; Double or Single-wall Fibre Glass 30-years, Standard 12 gauge Steel Indoors 15-years / Outdoors 10-years,
- The service life of an individual tank may vary depending on the condition of the tank at any point-in-time. The condition of an individual tank may deteriorate more quickly due to installation and location.
- Park Fuels Ltd. maintains the right, at all times, to decline oil delivery as dictated by age and/or condition,
- Oil storage tanks will be inspected annually as part of this Maintenance Plan and periodically by the oil delivery agent. However, it is also The Customer's responsibility to be aware of any problems which may develop and report these immediately to Park Fuels Ltd. Any leaks or spills should be reported immediately to Park Fuels Ltd., the provincial Environment Department of the Government of New Brunswick and the insurers.

Codes, guidelines, conditions and responsibilities of The Customer for their storage tank may be obtained from the manufacturer, Environment Department of the Government of New Brunswick, the Insurance Bureau of Canada and their insurance carrier.

Certain oil heating equipment may not qualify for coverage under the Plan.



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## 3.

The Company is to be allowed to inspect the equipment and storage tank, within 30-days of receiving your application. Park Fuels Ltd. may, within 30-days of receiving your application, notify you that you are not eligible for the Plan and refund any monies you may have paid. In this event, the Plan will be deemed to have never been in effect.

This is an age and exterior inspection only and does not cover interior deterioration or guarantee against any future failure.

#### 4.

This Plan will be deemed to be in-force when paid-in-full at the prevailing annual fee. Normal payment terms for customer accounts are payable net 30-days from invoice. Any customer account in arrears over 60-days will void the coverage of this Maintenance Plan.

#### 5.

The Company's liability is limited to its actual default or negligence; but, the Company's liability shall not extend to damage: by fire, flood, war, terrorism, labour disruptions, Acts of God or government authority. Damage caused by leaking oil storage tanks or lines, by furnace failure while a house is vacant, impassable roads or any other causes; whether or not of like nature, beyond the Company's reasonable control.

In any event, the Company shall not be liable for any secondary or subsequent damage resulting from failure to perform its obligations under this agreement.

#### 6.

The Company, ONLY, shall determine whether or not a part should be replaced for the proper, safe and efficient operation of the heating equipment and also whether a new or rebuilt part shall be used.

**Note:** replacement with new or rebuilt parts is at the Company's discretion.

#### 7.

The Company's obligation under this agreement shall immediately terminate if at any time any fuel other than Park Fuels Ltd.'s heating oil is used in the equipment. Premiums paid to Park Fuels Ltd. will not be refunded.

#### 8.

The term of this Plan shall be for a period of 1-year from the date on which the Company accepts your application (notwithstanding the 30-day inspection period) and subject to termination as set-out in the next paragraph and will continue from-year-to-year thereafter.



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9.

Qualifications: On approved credit (Park Fuels Ltd. credit application to be completed): the Customer agrees:

- Park Fuels Ltd. will be their sole supplier of heating oil and equipment service,
- A minimum heating oil consumption of 1000 litres per annum is required,
- To "automatic" delivery,
- All conditions outlined in this agreement will be met for this Plan to be deemed to be in-force.

The company may change the annual premium or conditions; effective at any anniversary without prior notice.

Either party may cancel this agreement with appropriate 30-day notice in advance of the cancellation date.

This Plan cancels and supersedes all previous Agreements.

This Plan, when accepted by the Company, and combined with the Customer's signature shall form a binding agreement between the parties. Early termination by Customer will result in the invoicing of all Customer's furnace maintenance and repair costs to the Customer's account for settlement.

#### 10.

The Company or its employee agent may refuse service under this Plan, or at any time, should the customer's property be deemed hazardous in any manner. It is the customer's responsibility to ensure reasonable accessibility to the area where work is to be carried-out.



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STREET #
APT
PROV
CUSTOMER'S SIGNATURE

# **Useful Contact #'s:**

Emergency 911

Police 648-3333
Fire Department 658-2910

Enbridge Natural Gas 1-800 994-2762 Environment 1-800 565-1633

Poison Control 648-6222