

Hours of Coverage and General Conditions

Oil Heat	Gas of Electric Heat	A/C & Heat Pump
September 15 th – May 14 th 7:00 am to 12:00 am May 15 th – September 14 th 8:00 am to 5:00 pm	September 15 th – May 14 th 7:00 am to 12:00 am May 15 th – September 14 th 8:00 am to 5:00 pm	8:00 am to 5:00 pm A/C – May 1 st to Oct 15 th Heat Pump - January 1 st – December 31st

There will be an additional charge for services rendered at hours other than shown
Service is available 7 days a week, 365 days a year!

CUSTOMER PLEASE NOTE: All service/maintenance and cleaning programs allow for a maximum of 1½ hours of equipment cleaning time/service time. Any equipment that requires additional cleaning/service time will be billed in ¼ hour increments.

General Conditions *(please read carefully)*

- ◆ These plans are available only to J. HALLIGAN customers provided their account is kept current. There shall be no obligation upon Company to perform any service or provide parts after termination, of this agreement.
- ◆ The Company reserves the right to inspect the equipment covered under this Plan. Any repairs required to place the equipment in acceptable condition are excluded from Plan and will be charged for separately. Plan will become effective, on receipt of payment.
- ◆ The cleaning, service and inspection will be performed at our convenience, during the one-year term of this Agreement unless a specific date is requested by the customer.
- ◆ The Company and customer hereby expressly agree that the Company's entire liability and the customer's exclusive remedy under this Plan are limited to the replacement of parts as listed and any labor or material necessary to fulfill this Agreement. The company shall not be liable for any loss, damage or injury caused by defective material or parts purchased and installed by the Company or any material or parts not installed by the Company.
- ◆ Our obligation to furnish any part is subject to its availability through normal sources of supply, obsolete equipment additional charge.
- ◆ Further, the Company shall not be liable for personal injury arising from the performance of services mentioned herein unless caused solely by its negligence; nor shall the Company be liable for any loss, damage or injury caused by failure or delay in performing services when such failure or delay arising from causes beyond its control. In no event shall sequential damages to property or to contractual or commercial rights, as those terms are defined in Section 2-715 of the Pennsylvania Uniform Commercial Code.
- ◆ The Company will not assume any responsibility for any equipment serviced by anyone other than duly authorized by the Company and the customer agrees to accept responsibility for any loss, damage or injury caused by such unauthorized service.
- ◆ This plan does not include the cost of labor and/or material resulting from the acts of God (floods, lightning, fire, etc.) or electrical failure, water damage of any description, (including infiltration of underground storage tanks) labor or transportation difficulties, wars, riots, or local State or Federal Acts or requests.
- ◆ Liability – We shall not be liable for damages or loss caused by leakage from customer's oil tank or oil lines, malfunction or failure of equipment or other conditions resulting from delays or failure to render service or for damage resulting to unoccupied buildings. We shall be liable only for loss, damage or injury attributable directly and solely to our negligence. Repairs involving labor or parts not covered under this plan, will be billed at our established rates.
- ◆ Service calls resulting from blown fuses or circuit breakers, emergency switch turned off, thermostat not properly set or electrical power failure are not covered.
- ◆ Effective period is one year from receipt of, payment.

This agreement will be renewed yearly unless notified otherwise. Please contact our office should changes be required.

Customer Agrees to ...

1. Provide free access to all equipment
2. Accept the judgement of the Company as to the best means and methods to correct, repair or replace above mentioned equipment
3. Release the Company from this contract should alterations, additions, adjustments or repairs to equipment be made by others.
4. Pay for any non-covered service upon completion of work.

J. Halligan & Sons Agrees to ...

1. Provide preventive maintenance during normal working hours.
2. Provide preferential service over non-contract customers.
3. File a detailed maintenance report on all equipment.

Customer agrees that the equipment covered by this contract is now in good working order.

Damages resulting from heat failure in a vacant or unoccupied home are not covered, whether it be burner failure or lack of fuel, as vacant property should be checked daily by owner or owner's agent.

Agreement does not apply to heaters with an input of over 300,000 BTU's

Inaccessible and/or rooftop units may incur an additional charge

Since 1969
J. Halligan & Sons