



# Gas Heating Service Plans

Emergency Service 24 Hours / 365 Days

40

400

082012

Customer's (Buyer) Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Silver Heating Parts Plan

Covers all replacement parts described in items covered list

(No Labor covered)

\$ 159.00

### Gold Heating Plan

Covers all replacement parts described in items covered list

Covers all Labor required to repair or replace items covered

\$ 199.00

### Platinum Heating Plan

Covers all replacement parts described in items covered list

Covers all Labor required to repair or replace

Items covered Includes yearly tune-up and safety inspection

\$ 259.00

### Options

Additional Heating Zones \_\_\_\_\_ x \$34.95 per zone \$ \_\_\_\_\_

Gas-Fired Hot Water Heater \$ 36.95

SUBTOTAL \$ \_\_\_\_\_

TAX (Nassau/Suffolk 8.625% & NYC 8.875%) \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

### Credit Card Type

METHOD OF PAYMENT:  Check # \_\_\_\_\_

Visa  MasterCard  Discover  Amex

I authorize SLOMINS, INC. to charge \_\_\_\_\_ credit card \$ \_\_\_\_\_ upon execution of this contract. (Name on Card)

Credit Card # \_\_\_\_\_ Exp. \_\_\_\_\_ Signature \_\_\_\_\_

**BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION. SLOMINS RESERVES THE RIGHT TO CANCEL THIS AGREEMENT PRIOR TO COMMENCEMENT OF WORK. READ THIS AGREEMENT CAREFULLY AND READ ADDITIONAL TERMS ON SUBSEQUENT PAGES.**

SLOMIN'S INC.:

(For residential customers only)

### NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BUYER/SUBSCRIBER:

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Subscriber's Email Address

\_\_\_\_\_  
Subscriber's ID Type & Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Subscriber's Name

\_\_\_\_\_  
Subscriber's Social Security Number

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**1. General Conditions:** This plan covers only those parts and repairs specified herein which result from normal heating operation during the effective period of the plan. In the event of service calls not covered under the plan, customer will be charged for all repair service and equipment at the prevailing rate. Slomin's shall not be liable for pre-existing conditions, relighting pilot, blown fuses, customer's failure to turn on main switch, or any other cause not related to normal operation of the equipment or which may affect the ability of Slomin's to fulfill its obligations under the terms of the plan. It is the customer's responsibility to assure that the equipment is readily accessible for service. This agreement does not include parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane, or other such acts of God, power interruptions, or responsibility for secondary damage or for the loss or damage resulting from delays or failure to render service due to conditions beyond Slomin's control. The plan covers residential natural gas equipment only, up to 250,000 BTU input. Commercial units and space heaters are excluded from this plan. Water heater coverage does not include tank replacement. This agreement is subject to Slomin's inspection and approval. At Slomin's option the inspection may be waived. SLOMIN'S reserves the right to reject this agreement after inspection of the heating system. The term of the plan shall be (1) year from the date of initial acceptance or yearly anniversary of such date and shall automatically be renewed for each succeeding year thereafter unless Slomin's is notified. This agreement must be cancelled by either party, in writing within 30 days of renewal billing. The contract is not pro-rated and unless written notification is received within 30 days of billing, the full contract is due and payable.

**2. If warm air furnace coverage is selected,** and it becomes necessary to replace the furnace, the customer agrees to pay \$700 plus an additional \$5 for each 1000 BTUs in excess of 85,000 BTUs. If WARM AIR BLOWER coverage is selected, the coverage only applies in case of blower failure from normal use during the heating system between October 15 to April 15

**3. Hours of Service:** Slomin's hours for Non-Emergency service calls shall be Monday through Friday, 8:00AM to 5:00PM excluding nationally recognized religious and political holidays. Emergency Service will be performed 24 hours a day, 365 days a year and shall include only instances where a no heat, no hot water or water leak complaint has been lodged with Slomin's. All other conditions shall be considered non-emergency, or routine in nature. Customer agrees to pay a \$100 surcharge for all Non-Emergency calls where customer specifically requested response outside of normal business hours defined herein. Customer agrees to pay a \$100 surcharge on any service requests under the classification of an emergency, which after inspection by Slomin's, has been determined by Slomin's in its sole discretion to have been misrepresented by the customer.

**4. Parts Covered:**

<b>AIR ELIMINATOR #67 AT BOILER</b>	<b>CIRCULATOR PUMP COMPLETE</b>	<b>MANUAL THERMOSTAT</b>	<b>SPARK ELECTRODES</b>
<b>ATMOSPHERIC MAIN BURNER</b>	<b>ELECTR. SPARK PACK</b>	<b>PILOT ASSEMBLY</b>	<b>SPILL SWITCH</b>
<b>BELTS</b>	<b>PILOT TUBING</b>	<b>STEAM BLOW-OFF VALVE</b>	<b>BLOWER MOTOR (1/3 HP)</b>
<b>PILOT SAFETIES</b>	<b>STEAM POP SAFETY</b>	<b>BOILER DRAIN VALVE</b>	<b>FAN &amp; LIMIT CONTROL</b>
<b>POWER BURNER MOTOR</b>	<b>STEAM PRESSURE TROL</b>	<b>BURNER GAS VALVE</b>	<b>GAS DIVERTER</b>
<b>PRESSURE DIFF. SWITCH</b>	<b>THERMOCOUPLE</b>	<b>BURNER MOTOR</b>	<b>GAS MANIFOLD</b>
<b>PRESSURE GAUGE</b>	<b>TRANSFORMER</b>	<b>BURNER SQUIRREL CAGE</b>	<b>GAUGE GLASS</b>
<b>BOILER PRESSURE RELIEF VALVE</b>	<b>ZONE/FLO VALVE</b>	<b>CIRCULATOR MOTOR (UP TO 1/2 HP)</b>	
<b>LIMIT AQUASTAT</b>	<b>ZONE VALVE MOTOR</b>		

**5. Professional Recommendation:** Slomin's reserves the right to suspend coverage on any equipment that Slomin's determines to be irreparable, or otherwise in need of replacement. Slomin's will make the customer aware of the suspension of coverage verbally at the time of diagnosis. Further calls required on aforementioned equipment shall be billed at Slomin's then prevailing time and material rates in addition to any applicable charges. Slomin's shall have no obligation to repair or replace any equipment that, in Slomin's sole discretion, is obsolete or irreparable.

**6. Customer's responsibility to facilitate service:** Slomin's abilities to fulfill service obligations under the terms of this contract are dependent on the customers' performance providing accurate information for diagnosis and access to equipment. Customer agrees to pay Slomin's then prevailing rate plus any applicable charges for recuperation of losses resulting from Slomin's response to service requests based on misinformation or misrepresentation as to the nature, cause, corrections, severity or other pertinent factors directly or indirectly contributing to service requests and Slomin's response thereto.

**7. Credit Authorization:** The customer authorizes any credit reporting agency to furnish credit information to Slomin's from time to time during this or any subsequent renewal term of this contract.

**8. Credit Default:** Customer agrees to pay all invoices rendered by Slomin's within ten (10) days of their date. If Customer is late in payment, Customer agrees to pay a finance charge of 1 1/2% per month on the outstanding balance until paid. Slomin's shall be entitled to recover legal fees if customer's account is placed out to collections. Slomin's is authorized to charge customer's credit card for any arrears in excess of 10 days. This contract will not be in force if contract is not paid or if customer is in arrears with regard to any monies due Slomin's Inc. including monies related to billing for installation and equipment.

**9. Liability:** Slomin's is not responsible for damages or loss caused for failure to make a delivery, or other conditions, which may arise and prevent the operation of the heating system. Slomin's shall not be held responsible for failure to make a delivery due to shortages, strikes, force majeure, or conditions beyond Slomin's control. The buyer is responsible to provide supplemental heat or take steps to prevent freeze-up in the event of heating system failure, and to monitor premises and ensure proper temperatures are maintained. Slomin's will attempt to maintain an adequate fuel level in buyer's tank when on automatic delivery based on previous usage. Since changes in usage and weather factors cannot be anticipated, Slomin's will not be responsible for damages due to fuel tank run-outs. It is buyer's responsibility to check fuel tank when the consumption has changed and to notify Slomin's. While an oil spill should not occur before, during, or after delivery with a properly designed and functioning oil tank, Slomin's does not guarantee that no spill will occur.

**10. Exculpatory Clause:** Buyer agrees that Slomin's is not an insurer and no insurance coverage is offered herein. Slomin's is not assuming liability, and, therefore shall not be liable to buyer for any loss, personal injury or property damage sustained by buyer or others as a result of oil spills, odors, fire, equipment failure, tank failure, leaks, smoke, vapors, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Slomin's negligent performance or failure to perform any obligation. Buyer releases Slomin's from any claims for contribution, indemnity or subrogation.

**11. Waiver Of Subrogation Rights:** Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation buyer's insurance carrier may otherwise have against Slomin's or Slomin's subcontractors arising out of this agreement or the relation of the parties hereto.

**12. Legal Action:** In the event of buyer's default in any provision of this contract Slomin's shall be permitted to terminate buyer's access to Slomin's online account management website. In the event Slomin's institutes legal action or arbitration to recover any amounts owed by buyer to Slomin's, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and until paid. Should Slomin's prevail in any litigation or arbitration between the parties subscriber shall pay Slomin's legal fees. Any action by subscriber against Slomin's must be commenced within one year of the accrual of the cause of action or shall be barred. The parties waive trial by jury in any action between them. Buyer submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York, County of Nassau. All actions or proceedings against Slomin's must be based on the provisions of this agreement; any other action that subscriber may have or bring against Slomin's in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. At the option of either party, be determined and resolved by arbitration administered by arbitration services, inc. under its consumer arbitration rules, which are incorporated by reference as if set forth fully herein and available at [www.arbitrators.com](http://www.arbitrators.com).

**13. Slomin's Right to Subcontract Services:** Customer agrees that Slomin's is authorized to subcontract any services to be provided by Slomin's to third parties who may be independent of Slomin's, and that Slomin's shall not be liable for any loss or damage sustained by customer by any cause whatsoever caused by the negligence of third parties and that Customer appoints Slomin's to act as the Customer's agent with respect to such third parties, except that Slomin's shall not obligate Customer to make any payments to such third parties. Customer acknowledges, that this agreement, and particularly those paragraphs relating to Slomin's disclaimer of warranties, exemption of liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, and subcontractors of Slomin's.

**14. Full Agreement/Severability:** This agreement constitutes the full understanding of the parties and may not be amended or terminated except in writing. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. Slomin's, reserves the right to cease fuel deliveries and service without notice, if unable to perform or customer is delinquent on payments. Slomin's reserves the right to reject this agreement after inspection of the heating system.

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