

TERMS AND CONDITIONS

This Service Plan is available to existing oil heating service customers who purchase their all heating and cooling system services from Long Energy. (referenced as and referred to as "Company" throughout these terms and conditions). By purchasing this Plan you agree to the terms and conditions set forth herein by Long Energy.

1. The term of the Plan is for a one (1) year period and will renew automatically every year unless terminated by the customer. The Plan automatically terminates if the customer no longer purchases all of its heating system service from the Company. No credit will be issued if the Plan is canceled before the expiration date.
2. Repairs or services not covered by the Plan will be performed and charged to the customer at prevailing rates. Tune-up must be done during contract year.
3. The Company agrees to render unlimited service calls to chosen plans to the customer during normal business hours (8:00am-4:30pm). Any service call performed during non-business hours will be performed only in an emergency. Any call deemed not an emergency by the supplier will be charged the prevailing rate.
4. The Company will pay up to \$1,000 toward the replacement of your tank, once tested and qualified for the TankSure® Program, if a tank leak occurs subsequent to this test due to internal corrosion, if a tank leak occurs due to a manufacturer's defect, or if a non-leaking tank is identified for proactive replacement. While we cannot guarantee that a leak will not occur or your tank will not fail after testing, we are providing these new services with the hope that by testing and monitoring, we are offering a long-term proactive tank replacement program for our customers. Accidental damage is not covered by the TankSure® Program. The TankSure® Program does not cover environmental cleanup, property damage, waste disposal services, or other damages or losses caused by a tank leak or system failure even if the tank has been tested and qualified ultrasonically and is enrolled in the TankSure® Program. TankSure® Coverage is not valid if voluntary tank replacement by homeowner occurs.
5. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customer's neglect, including, but not limited to, failure to have sufficient fuel oil in the tank, insufficient water for boiler, blown fuses or other failure of electrical system, improper thermostat settings or faulty thermostat, having heating system switches in the "OFF" position, debris buildup in the air or venting systems, and other causes related to the improper operation or maintenance of the heating system by the customer. Damage, repairs, or replacement of parts or components caused by Acts of God; labor disturbances or strikes; unavailability of mechanics or parts; failure or interruption of customer's electricity; inaccessibility of the heating system; storms, floods, or other severe weather conditions; or government laws or regulations.
6. The Company will provide service as soon as practical, during regular business hours under normal conditions or on an emergency basis, if necessary. The Company will not be liable for any damages arising from a delay or failure to provide service due to conditions beyond its control such as Acts of God, labor disturbances or strikes, unavailability of mechanics or parts, failure or interruption of customer's electricity, inaccessibility of the heating system, storms, floods or other severe weather conditions, or government laws or regulations.
7. Customer agrees to release and hold Company harmless from all claims related to losses, costs, or damage to personal or real property caused by fire, explosion, flood, freezing, power loss or surges, oil leakage, and premises left unattended. Customer agrees that Company shall not be liable for any incidental, special, or consequential damages incurred by customer or by third parties, including environmental cleanup costs.
8. The Company will not be responsible for any equipment frozen including but not limited to water pipes, baseboard, radiators, and fuel oil lines.
9. The customer agrees the Company has no liability for soil contamination or any other environmental hazard or violation of whatever nature, to hold harmless and indemnify the Company from any liability therefore and from any actions, proceedings, or expenses related thereto. Any excavation and resurfacing costs for all underground tanks and buried oil lines will be charged to the customer.
10. In the event that the residence is sold, the Service Plan may remain in effect provided that the new owner continues to purchase heating system service from the Company.
11. Amendment and Cancellation. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is for security purposes, we can implement such change without prior notice. We may suspend or cancel this Agreement at any time. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.



PREFERRED CUSTOMER

ENERGY SAVINGS PLAN



Where "Service" Counts

WWW.LONGENERGY.COM

Serving the Capital Region including Columbia, Albany,
Schenectady, Saratoga, Schoharie, Rensselaer, and
Montgomery Counties

ENERGY SAVINGS PLAN



25% DISCOUNT ON PARTS AND LABOR

Customers will receive a 25% discount on parts and labor.



ANNUAL TUNE-UP

The annual tune-up will keep your oil fired heating system running efficiently which saves on fuel usage and extends the life of your equipment.



CLEANER INDOOR AIR

New air filters each year can make a big difference in the amount of dust and particulates blowing through a hot air system.



SAFETY INSPECTION

Our technicians will conduct a safety inspection of the heating system based on the manufacturer's recommendations and industry best practice.



THE TANKSURE® PROGRAM

Receive a \$1,000 tank replacement payment for qualifying tanks and a \$200 payment immediately for non-qualifying tanks. *Upgrade to \$2,000 tank warranty for \$59.*



\$200 HEATING OR COOLING SYSTEM INSTALLATION CREDIT

Long Energy will provide \$200 to a heating or cooling system installation if completed by Long Energy. Applies only to installations that exceed \$2,000 in total cost.



PRIORITY SERVICE

Rest assured if your system needs unplanned repair that we will be there for you 24/7 **with priority service.**



10% DISCOUNT ON ALL OTHER SERVICES

Long Energy Service customers receive 10% off all additional services.



Please Detach, Sign And Return This Portion To:

**LONG ENERGY
PO BOX 9006
ALBANY, NY 12209**

Coverage not valid unless inspected by service technician

Name _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

Home Phone _____ Business Phone _____

Signature _____ Date _____

Please enroll me in the following Plan:

Energy Savings Plan \$224.50 ^{+TAX}

If paying by Credit Card:

Please charge my credit card on file

Please contact me for credit card information

A Long Energy representative will call you for credit card confirmation upon receiving this reply card. Payment must be received within 30 days of invoice for contract to become effective. I have read and agree to the terms and conditions of this contract.

CLIP & MAIL

A GREAT VALUE AT:

\$224.50 ^{+TAX}

**WWW.LONGENERGY.COM
MAIN OFFICE: (518) 465-6647**