

## Gas Service Plans from our sister company, Hart Home Comfort



### Basic Comfort Plan

- Annual Tune-Up and Inspection
- Priority Service from Expert Technicians
- 15% discount on service work
- Only \$299+tax per year

**Only \$299+tax  
Per Year**

### Gas Hot Water Heater Plan

- Annual Tune-Up and Inspection
- Priority Service from Expert Technicians
- 15% discount on parts and labor
- Only \$69+tax per year

**Only \$69+tax  
Per Year**

1. The term of the Plan is for a one (1) year period and will re-new automatically each year unless terminated by either the customer or 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 and / or as prescribed by the Plan and services purchased.
3. 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.
4. Customer agrees to release and hold Company harmless from all and liability for any delay or failure to render the service or to make delivery of any merchandise as set forth herein due to federal, state or municipal actions or regulations; strikes or any other labor troubles; fires; embargoes, accidents, war, or any other cause contingent to, or circumstances beyond the control of, Company and/or that make the fulfilment of this Plan impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein. COMPANY SHALL BE RELEASED FROM LIABILITY AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY CUSTOMER. Company shall be released from liability for any injury, loss or damages whatsoever that are occasioned, in whole or in part, by defective design; faulty; incomplete or erroneous plans or specifications; defective materials or parts; defective operation or malfunction of any equipment. Company takes no responsibility for any instructions, directions, operating guidelines or warranties contained in any book, booklet, guide, manual or warranty from any manufacturer or dealer.
5. Payment Terms: Maintenance Plans Fees under this Plan shall be due when billed. Additional emergency or maintenance work not covered under this Plan is due at the time of service. In the event said charges are not so paid, when due, Customer agrees to pay service charge of 1-1/2 % per month, which is an 18% Annual Percentage Rate, and which will be charged on the average daily balance on any account past due over thirty (30) days.
6. Service Hours: As a Priority Service customer you will have emergency service 24/7, non-emergency work must be scheduled from 8am-5pm, Monday- Friday. Emergency service includes no heat, major water leak, smoke, and odor calls.
7. In the event that the residence is sold, the Maintenance Plans may remain in effect and can be conveyed to a new owner for the remaining term of the Plan provided the balance has been paid in full.
8. Company shall not be required to furnish any items of equipment, labor or other services, including, but not limited to, the performance of any tests, which are recommended or required or that may be required at some future date by any insurance company, any governmental agencies or authorities, and/or pursuant to any statutes, regulations or other laws.
9. Amendment and Cancellation. The Customer agrees to all terms and conditions listed in this brochure during the term of this Plan and any renewals thereof. We may amend or change the terms of this Plan 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 safety purposes, we can implement such change without prior notice. We may suspend or cancel this Plan at any time. Your termination of this Plan will not affect any of our rights or your obligations arising under this Plan prior to termination.
10. Customer agrees not to move or relocate equipment without notifying the Company. In the event Customer fails to notify, Company at its option, Company at its option may cancel this entire Plan without refund or refuse to service the equipment so moved or relocated.