

## General Conditions and Exclusions

1. The term of this plan is for a one-year (1) period from May 1, 2023 to April 30, 2024. No credit will be issued if the plan is cancelled before the expiration date.
2. All discounted service rates are based off of standard 2023/2024 Drum Oil Inc. natural gas customer service rates, listed as follows:
  - Monday thru Friday 7am–5pm, Saturday 8am–Noon: \$87 service charge, \$135/hr. thereafter.
  - Weekends/Holidays: \$130 service charge, \$155/hr. thereafter.
3. 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, 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 build up 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, fire, flood, freezing, storm or weather conditions, power loss or surges, and water damage are also not included.
4. 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.
5. 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 fulfillment of this Agreement 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, INCIDENTAL, 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.
6. Payment Terms: Service Plan Fees under this Agreement shall be due when billed. Additional emergency or maintenance work not covered under this agreement is due at time of service unless prior arrangements have been made or customer is credit approved. In the event said charges are not 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.
7. Priority Service: As a Priority Customer you will receive priority next-day service. You will be able to speak to our on-call staff member to help you through your service request. Customers who are not on a service plan are not eligible for our priority service.
8. The Customer agrees to all terms and conditions listed in this brochure during the term of this Agreement and any renewals thereof. The Customer agrees that in the event there are any changes in coverage in the future, the terms and conditions of this Agreement shall continue to apply.
9. In the event that the residence is sold, the Service Plan may remain in effect and can be conveyed to a new owner for the remaining term of the Plan provided the Plan has been paid in full.
10. 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.
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.
12. Customer agrees not to move or relocate equipment without notifying the Company. In the event Customer fails to notify, Company at its option may cancel this entire Agreement without refund or refuse to service the equipment so moved or relocated. Company reserves the right to amend service rates, cancel service contract, or refuse to service equipment if, during coverage period, Customer changes natural gas provider or has equipment serviced by another company without prior approval of Drum Oil & Propane.



## NATURAL GAS & AIR CONDITIONING SERVICE PLANS



**NEXT DAY  
PRIORITY  
SERVICE  
FOR SERVICE PLAN  
CUSTOMERS!**

**SINCE 1946**  
KEEPING WESTERN NY HOMES  
COMFORTABLE ALL YEAR

Drum Oil & Propane  
8776 Rochester Road • Gasport, NY 14067  
(877) DRUM OIL • www.drumoil.com

**YES! I would like to sign up for the following: CHECK THE DESIRED PLAN(S) AND RETURN THIS PORTION OF THE FORM WITH PAYMENT**

- Please sign me up for the 2023 Natural Gas Service Plan \$237/unit
- Central Air Conditioner Service Plan \$129/unit
- Ductless Mini-Split A/C Service Plan – Hourly Labor Rate + Parts

Would you like us to make any changes to your contact information?

NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PLANS EFFECTIVE FROM 5/1/2022 TO 4/30/2023

Tax included in price.

\*When purchased with a heating plan.

# Why Drum Oil & Propane Should Service Your Natural Gas & Air Conditioning Systems

## WHAT THEY DO



### OFFER "BAIT 'N SWITCH" TYPE PRICING

It may look like a low price, but that just gets them in the door. Cheap service will lead to more frequent service calls. This means they will be coming back, and it won't be for free.

### ALWAYS TRY TO SELL YOU MORE

Their technicians will look to sell you unnecessary equipment or upgrades that are in their best interest...not yours. They will do their best to walk out of their with double or triple what you expected to pay.

### WON'T ALWAYS BE THERE

These companies are usually one- or two-man operations, so if it gets busy, they can't be everywhere at once like Drum Oil & Propane can.

## WHAT WE DO



### SERVICE THE CUSTOMER RIGHT

Our technicians will do the job right the first time and never try to sell you something you don't need.

### PRICE THE JOB RIGHT

We offer competitive pricing that gets backed by our pledge to provide quality service by our certified technicians.

### OFFER A TRUSTED BRAND

Drum Oil & Propane is a name this community has trusted since 1946.

### PROVIDE PRIORITY NEXT-DAY SERVICE TO SERVICE PLAN CUSTOMERS

We are available to our service plan customers with next-day service. You are identified as a priority service call, which places you ahead of all non-service plan emergency calls.

## Our Natural Gas Service Plan Includes:



### ANNUAL TUNE-UP & CLEANING

This will keep your gas system running efficiently, which saves on fuel usage and extends the life of your equipment.



### 25% DISCOUNTED SERVICE

If you ever need to call us for a repair down the road, you will receive a 25% discount off of the normal price of the parts and off of our standard labor rates. 25% discount applies only to system repair and does not apply to any system replacement.



### PRIORITY SERVICE (PLAN CUSTOMERS ONLY)

Rest assured if your system needs unplanned repair that we will be for you with next-day service, and you will be placed on our priority service list.



### AFTER HOURS

Emergency No-Heat calls received by our office M-F after 5:00 p.m. will be scheduled at the earliest available opening the next day. Saturday after-hours calls (after 12:00 p.m.) will be scheduled during a designated off-hours service period the next day. Calls received on Sunday will be handled at the first available opportunity Monday morning.



## MINI-SPLIT A/C SERVICE PLAN

Billed for time and materials used at time of service

Customers are responsible for the time and materials cost it takes for Drum Oil & Propane to clean and inspect the ductless mini-split unit. Drum Oil & Propane will get your system operating at peak efficiency upon completion. Times may vary based on the equipment's use, history, and complexity.

A GREAT VALUE AT: **\$237**

**(877) DRUM OIL**