

# Terms and Conditions

This Service Plan is available to automatic delivery customers who purchase their fuel oil and all heating systems services from JJ Donovan & Sons during the term of the Service Plan and whose payments are in accordance with our payment and credit terms. The Service Plan becomes effective after our inspection and approval of your heating system and tank.

1. The term of the Plan is for a one (1) year period and after re-inspection will renew automatically every year unless terminated by either the customer or Company. The Plan automatically terminates if the customer no longer purchases all of its heating oil 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.

3. The Company will pay up to \$1,000 towards the replacement of your tank, once tested and qualified for ultrasonic oil tank inspection if a tank leak occurs subsequent to this test due to internal corrosion, a tank leak occurs due to a manufacturer's defect, or 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 ultrasonic oil tank inspection. Ultrasonic oil tank inspection does not cover environmental clean up, 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 ultrasonic oil tank inspection.

4. 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, fire, flood, freezing, storm or weather conditions, power loss or surges, water damage, and fuel flow problems due to outside fuel storage are not covered by the Plan.

5. 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.

6. The Service Plan only covers heating system parts and components specified in the Plan. Examples of components not covered by the Plan include boiler and furnace and related piping; underground oil storage tanks; aboveground storage tanks (unless enrolled in TankSure® Program); tanks with preexisting leaks, patches, or unstable conditions; air conditioning systems; humidifiers; heat pumps; heat exchangers; hot water heating systems; and air and venting systems. The Plan does not cover environmental clean up, 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 ultrasonically and is enrolled in the TankSure® Program.

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 clean costs.

8. In the event that the residence is sold, the Service Plan may remain in effect provided that the new owner continues to purchase fuel oil and heating system service from the Company.

9. 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.

## JJ Donovan & Sons

### Energy Conservation Plans



35 Swan Street • Medford, MA 02155  
781-395-7300 or 800-663-8529  
[www.donovanoil.com](http://www.donovanoil.com)

# Exceptional Service

**JJ DONOVAN & SONS, INC.** has been providing dependable fuel delivery and service at competitive prices since 1923. We offer reliable automatic delivery of your fuel, as well as quality service and installation of heating and hot water equipment. Our fully licensed and insured in-house service staff prides itself on dependable and knowledgeable service. We offer payment options including Budget Plans, Cash, Checks, MasterCard, Visa, and American Express.

Now in our fourth generation of serving our customers with pride and the commitment that only a family run business can provide, we welcome the opportunity to serve your family's heating and hot water needs.

Sincerely,  
The Donovan Family

**Serving Since 1923: Somerville, Medford, Arlington, Belmont, Watertown, Malden, Melrose, Stoneham, Reading, North Reading, Wilmington, Lexington, Wakefield, Tewksbury, Burlington, Woburn, Lynnfield, Andover, North Andover & Winchester.**

## PRODUCTS & SERVICES

- **Professional Equipment Installations**
- **24-Hour Emergency Service**
- **Automatic Delivery Service**
- **Prompt Pay Discount**
- **Budget Plans**
- **Efficiency Evaluations**
- **Online Bill Payment**

# JJ Donovan & Sons



## CONSERVATION TUNE-UP

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



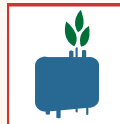
## SAFETY INSPECTION

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



## EMERGENCY SERVICE

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



## ULTRASONIC INSPECTION AND TANK REPLACEMENT WARRANTY

Ultrasonic tank inspection enables us to evaluate the integrity of your aboveground oil tank.

### Includes:

\$1,000 Tank Replacement Payment for qualifying tanks



## 50% DISCOUNT ON PARTS AND LABOR

Parts and filters normally included with the tune-up are free with the Plan. Other parts and labor will be discounted at 50%. (This does not apply to system replacement.)

**PLAN PRICE:**  
**\$279.00**