



The Co-op Guardian Plan for Heating Systems

The following Terms and Conditions constitute the Agreement pursuant to which the Energy Co-op of Vermont (the Co-op) member named below ("the Member") agrees to purchase the Co-op Guardian Plan ("Plan") for the one year period ("Term") beginning on the date shown beside the Member's signature below.

Name: _____ Member Number: _____

Signature" _____ Plan Start Date: _____

Terms

When you enroll in the Co-op Guardian Plan we provide the following:

1. **One annual tune up of your heating equipment**, scheduled during normal business hours, to include:
 - Inspect and clean the heat exchanger, inspect condition of combustion chamber.
 - Clean and check venting system, check distribution fan and clean (if necessary).
 - Service the burner: clean and adjust electrodes, inspect fan, end cone, air tube, replace nozzle.
 - Clean air filter(s) and clean or replace oil filter cartridge.
 - Check oil pump strainer and clean or replace, lubricate all motors and bearing assemblies.
 - Test ignition system components, safety check all operation controls, wiring and thermostats.
 - Adjust control for proper flue draft and fine tune the heating system to its peak efficiency.
2. **Efficiency test.** To make sure your heating equipment is running at peak efficiency.
3. **24 hour a day, seven days a week service coverage.**
4. **Heating equipment assessment.** Our service technicians report any problems we find and recommend repairs and upgrades when necessary.
5. **25% off all repairs.** This includes all parts and labor (including after hours at prevailing rates) for one year from the Plan Start Date.
6. **10% off heating equipment replacements.** For new furnaces, boilers, water heaters, chimney liners and oil tanks installed within one year from the Plan Start Date.
7. **One year warranty on all our parts.** If any of the parts we install fail within one year, we will replace them for no charge.
8. **Free energy efficiency scorecard.** You tell us the size of your home, and how it's heated – and we'll tell you if you have opportunities to save energy.

Please fill out the form below, remove at the perforation, and return to the Energy Co-op in the envelope provided.

CONDITIONS, OVER >

[] Yes, please sign me up for the Co-op Guardian Plan, annual payment \$ _____

Name: _____ Member Number: _____

Signature _____ Plan Start Date: _____

Payment Options:

Check Enclosed [] Bill Me [] Charge my Credit/Debit Card []

Card Type (circle one): MC Visa Discover

Card Number: _____ Exp Date: _____

ENERGY CO-OP OF VERMONT USE:

Approved for the year ending: _____ Approved and Inspected By: _____

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The Co-op Guardian Plan

Conditions

- 1. Term of this agreement:** This Agreement shall continue for one year from the Plan Start Date and shall automatically renew for successive one year periods thereafter following the annual tune up, unless cancelled by either party at the time of notice in writing mailed to the other party. The Member is responsible for calling the Co-op to schedule their annual tune-up within 30 days of the end date. This Agreement may be terminated upon 15 days prior written notice if Member fails to pay the applicable Guardian Plan price when due. This Agreement will terminate without refund at the Energy Co-op's option if the Member's heating equipment is serviced by any party other than the Co-op.
- 2. Heating system coverage:** This agreement provides coverage for one piece of heating equipment (furnace, boiler, or water heater) only, with a two gallons per hour limit where applicable, provided that the equipment has been inspected and approved for coverage by a Co-op service technician. The Co-op will not service equipment that is obsolete, inaccessible, in poor condition or poorly installed. The Co-op makes these determinations in its sole and unrestricted discretion.
- 3. Workmanship:** The standard of workmanship hereunder shall be that which is reasonable and customary in the industry.
- 4. Warranties:** The Energy Co-op makes no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, except as expressly set forth herein.
- 5. Refusal of service:** The Co-op reserves the right to refuse service ("Red Tag") for any unit that it determines is unsafe, obsolete or otherwise violates this section. The Co-op may turn off a Red Tagged unit. It is the Member or equipment owner's responsibility to keep a Red Tagged unit turned off until all necessary repairs or replacements are made. The Member or equipment owner shall indemnify and hold harmless the Co-op for any lawsuit, claim, loss or costs related to Red Tagged equipment.
- 6. Automatic fuel deliveries:** During the term of this agreement, Co-op Guardian Plan members are required to be on automatic delivery and to buy all their oil or kerosene from the Co-op.
- 7. Co-op membership:** The Co-op Guardian Plan is available only to Co-op members who are in good standing, have current account balances and have paid their annual membership dues.
- 8. Liability:** The Co-op shall not be liable for failure or delay to provide the service called for under this Agreement if such failure or delay results from: strike or other labor disturbance, fire, flood, lightening, act of God, supply shortages, unattended homes, blown fuses, defective air filters, thrown circuit breakers, outdoor tanks, concealed parts or equipment, governmental laws or other regulations, supplier's inability to supply parts, or failure of Member's supply of electricity or water. The Co-op shall not be liable for product losses, oil run outs or lack of product, failures of oil units or parts, related piping, appliances, tank or line leaks, environmental or other property contamination or loss, claims, damages, losses, costs or injuries to persons or property, operation or non-operation of equipment, unless directly resulting from the sole negligence of the Co-op. The Member's sole remedy is a refund of fees paid to the Co-op. The Co-op shall not be liable and the Member shall not seek consequential, special, incidental, indirect or punitive damages for any reason.
- 9. Member responsibilities:** The Co-op shall not be liable under this Plan for the Member's failure to use ordinary care in the operation of heating equipment, including but not limited to: the Member's failure to keep adequate water in boiler (if applicable), oil or kerosene in tank, replace air filters, or to turn on the main switch, or any other cause related to normal operation of heating equipment or which may affect the Co-op's ability to fulfill its obligations under the terms of this Plan.
- 10. Transferability:** This Plan may be transferred to new occupants at the service address specified on the reverse side of this page, with prior Co-op approval. Payments made under this Plan are not refundable.