

Commitment to Service

Weaver Energy has been serving its customers for over fifteen years. During this time we have learned a lot about what it takes to be a successful home comfort provider. Weaver Energy knows the value you place on keeping warm during the cold winter months. We are pleased to offer you peace of mind that your family's comfort is our top priority. Our staff is professionally trained and certified and we provide superior customer service. Have central Air Conditioning or a Furnace? Ask about our service agreements for those systems as well – you'll receive a discount for each additional service agreement you purchase!



We are pleased to offer you peace of mind that your family's comfort is our top priority. Our staff is professionally trained and certified and we provide superior customer service. Have central Air Conditioning or a Furnace? Ask about our service agreements for those systems as well – you'll receive a discount for each additional service agreement you purchase!

Service Plan Value

Service plans ensure that you will receive professional preventive maintenance for your home comfort system. An annual Tune-up, which is included in this plan, will increase your systems efficiency and allow you to save on hot water costs. Our plans have been designed to be economical and a good value. The purpose of the plans is to keep your system working at peak efficiency and to keep critical parts maintained. To minimize the risk of expensive repairs, take advantage of one of our service plans. You can view all our service agreements online at www.weaverenergy.com.



Hot Water Heater – \$130.00 or \$10.83/month

Our Hot Water Heater Plan includes your annual tune-up and parts and labor discounts associated with maintaining your hot water system at peak efficiency.

🔧 Maintenance & Tune Up

Professional preventive maintenance is strongly recommended annually for all hot water systems. Maintaining and adjusting your hot water system will help save on operating costs and add years of life expectancy to this expensive equipment. This service tests and adjusts your water heater for maximum efficiency by checking all safety and operating controls. We will test for carbon monoxide, draft settings, stack temperature, and efficiency. The data collected is reviewed and compared to historical data for your heating system.

🔧 Parts & Labor Coverage

This plan covers one (1) Oil-Fired or Gas-Fired Hot Water Heater. If your oil-fired system requires service outside of your tune-up, all of the labor and parts required will be sold to you at a 15% discount.

🚚 Emergency Service

Available 24 hours a day 7 days a week. If your heating or hot water system needs repair after normal business hours just give our office a call and we will take care of the rest.
*Some conditions apply, see general conditions and exclusions

Clip & Mail

Hot Water Heater - \$130.00 or \$10.83/month

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Daytime Phone: _____

Email Address: _____

Signature: _____ Date: _____

~~~~~

FOR OFFICE USE ONLY:

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

## General Conditions & Exclusions

Weaver Energy hereafter referred to as the company:

1. The term of the Plan is for a one (1) year period and will re-new automatically every 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.

3. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customers neglect such as 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 venting system 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.

4. Company will provide service as soon as practical under normal conditions. Company will not be held liable for any delay or failure to provide service due to condition 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, storm, floods or other severe weather conditions, or government laws or regulations.

5. This agreement covers the following parts during the annual tune-up (if applicable): burner nozzle, fuel filter, pump strainer, and thermocouple.

6. The customer agrees not to assign or transfer this agreement without the prior written consent of the company and no modifications, additions, or changes may be made to this agreement except in writing, signed by both parties. This instrument contains the entire agreement between the parties hereto.

7. Any changes, adjustments or repairs made by others, unless authorized or approved by the company in writing, shall terminate its obligation hereunder.

8. The company reserves the right to, at any time, in its sole and absolute discretion, to replace any part or equipment that it finds to be economically unsound for further servicing or repair, and to substitute a new part or piece of equipment in its place.

9. The Plan includes an annual tune-up and cleaning. A complete Tune-up will be performed once during the term of the Service Plan, during regular working hours as scheduled by our service department. A tune-up that requires more than 2 hours of labor may be subject to an additional labor charge at prevailing rates. A separate trip charge will be assessed for cleaning and service calls performed on locations greater than 20 miles from Lititz, PA.

10. This agreement covers only reasonable and ordinary use of the equipment in question. Any repair or replacement that is caused by the customer's failure to use reasonableness in either the operation of the equipment or failure by the customer to promptly report any malfunction in the equipment promptly is not included in this agreement and shall be paid for by the customer in accordance with the company's normal rate schedule.

11. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

12. Company will provide service as soon as practical and during regular business hours under normal conditions.

13. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

14. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for particular use. Without limitations, the company shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that the company shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein.

15. 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.

16. The full agreement price shall be due and payable immediately upon execution of this agreement. The customer also agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental changes now or hereafter imposed by existing or future laws with respect to the transfer, use ownership or possession of the equipment which the agreement relates.

17. This service agreement may be terminated by either party upon 30 days written notice. No refund will be issued in the event of cancellation by the customer.

## General Conditions & Exclusions

Weaver Energy hereafter referred to as the company:

1. The term of the Plan is for a one (1) year period and will re-new automatically every 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.

3. The Service Plan does not cover labor or materials to repair damage to the heating system or residence caused by the customers neglect such as 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 venting system 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.

4. Company will provide service as soon as practical under normal conditions. Company will not be held liable for any delay or failure to provide service due to condition 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, storm, floods or other severe weather conditions, or government laws or regulations.

5. This agreement covers the following parts during the annual tune-up (if applicable): burner nozzle, fuel filter, pump strainer, and thermocouple.

6. The customer agrees not to assign or transfer this agreement without the prior written consent of the company and no modifications, additions, or changes may be made to this agreement except in writing, signed by both parties. This instrument contains the entire agreement between the parties hereto.

7. Any changes, adjustments or repairs made by others, unless authorized or approved by the company in writing, shall terminate its obligation hereunder.

8. The company reserves the right to, at any time, in its sole and absolute discretion, to replace any part or equipment that it finds to be economically unsound for further servicing or repair, and to substitute a new part or piece of equipment in its place.

9. The Plan includes an annual tune-up and cleaning. A complete Tune-up will be performed once during the term of the Service Plan, during regular working hours as scheduled by our service department. A tune-up that requires more than 2 hours of labor may be subject to an additional labor charge at prevailing rates. A separate trip charge will be assessed for cleaning and service calls performed on locations greater than 20 miles from Lititz, PA.

10. This agreement covers only reasonable and ordinary use of the equipment in question. Any repair or replacement that is caused by the customer's failure to use reasonableness in either the operation of the equipment or failure by the customer to promptly report any malfunction in the equipment promptly is not included in this agreement and shall be paid for by the customer in accordance with the company's normal rate schedule.

11. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

12. Company will provide service as soon as practical and during regular business hours under normal conditions.

13. The company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty or other legal theory due to the non-operation or malfunction of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of the company.

14. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for particular use. Without limitations, the company shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that the company shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein.

15. 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.

16. The full agreement price shall be due and payable immediately upon execution of this agreement. The customer also agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental changes now or hereafter imposed by existing or future laws with respect to the transfer, use ownership or possession of the equipment which the agreement relates.

17. This service agreement may be terminated by either party upon 30 days written notice. No refund will be issued in the event of cancellation by the customer.