



GAS BURNER LABOR SERVICE AGREEMENT

DATE: _____

LOCATION COVERED: _____

MAKE OF EQUIPMENT(S): _____ # Of Units: _____

PERIOD OF AGREEMENT: _____

WORK TO BE PERFORMED: Full Burner Service Agreement includes labor services for scope listed herein. Your building will receive priority service response. Following receipts of your service request on weekdays between the hours of 7:00 a.m. and 7:00 p.m. and on weekends and holidays between the hours of 8:00 a.m. and 4:30 p.m., we will respond to your call and repair defective operation of your burner. Service calls will be answered on a 24-hour basis, however, should a service request be made other than at the aforementioned hours, a flat charge will be: Monday through Saturday _____; Sunday and Holidays _____.

Included in this agreement is all labor only to service or replace the following:

- Air Compressor
- Air Switch
- All O/T labor for covered items
- Aquastat
- Blower motor (less than 3 HP)
- Blower wheels
- Burner sight ports
- Buss bars
- Compressor motor line starters
- Couplings
- Digital metering components
- Electric draft controls
- Fan and Limit Controls
- Gas Controls
- Gas valve (ignition)
- Generator Lead
- Ignition wire
- Magnetic gas valve
- Metering pump
- Modulating pressure control
- Motorized Flue Damper
- Operating pressure control
- Pilot Burner
- Pilot Tubing
- Programmer (flame safeguard)
- Rotary fan
- Smoke alarm components
- Thermocouple
- Air Shutters
- All Burner Components
- Amplifier (flame safeguard)
- Atomizer cups
- Blower motor line starter
- Burner relays
- Burner v-belts
- Compressor air switch
- Controls (flame safeguard)
- Diffuser
- Drawer assemblies
- Electronic Spark Pack
- Flame Spreaders
- Gas pressure regulator
- Gauges
- Ignition transformer
- Linkage
- Manual reset limit control
- Metering valve
- Modulating Motor
- Nozzle
- Pigtail
- Pilot Orifice
- Pressure relief valves (burner)
- Regulator
- Scanner assembly
- Spill Switch
- Unitrol

ANNUAL CLEANING AND OVERHAUL: Vacuum clean boiler using Soot-A-Matic electric tube brush and vacuum cleaning system. If gas burner: Once during this agreement we will disassemble gas burner: clean all air passages, remove and clean gas jets, pilot and ignition assembly, check and adjust flame rod and spark igniter and checked all controls. Fire burner, and check operating limit controls for an additional \$_____ per unit.

EXPANDED SERVICE OPTION: Upon your request, we will submit for approval an amendment to this contract to expand services that can include LABOR for:

- Induce draft fans
- Feed water system
- Primary fuel oil heater
- Wiring (Major)
- Automatic temperature changeover controls for oil/gas operation
- Motors rated in excess of 3 H.P.

LIMITATION OF LIABILITY: East Coast shall not be liable for any damage or loss of any nature whatsoever caused by the defective or faulty operation of the fuel burner, regardless of the cause thereof. East Coast shall only be responsible for foreseeable damage caused by the negligent acts of its servicemen. East Coast will not violate local and/or federal regulations regarding operation of fuel burner(s).

ACTS OF GOD, ETC.: Performance of any obligation hereunder by East Coast will be excused if prevented by Acts of God, or the Public enemy, fire or other casualty, labor disputes, or, without limiting the foregoing, any circumstances beyond its reasonable control.

DEFECTIVE OPERATION EXCLUSIONS: Lack of proper maintenance resulting in the following conditions are not covered nor included in this labor agreement: carbon build-up, fire damage, water damage; low water level in boiler; blow fuses; shutdown due to boiler or burner repairs by others: negligence in operation by others; dirty oil strainers and lack of lubrication; dirty smoke alarm lenses, nozzles, or ignition assemblies. These functions are not included, and if performed, will be charged at prevailing rates. East Coast will service all aspects of the boiler room, however, the following areas are NOT COVERED in our contract. Any labor and materials expended to service same will be charged at prevailing labor rates and a 25% mark-up on materials:

- Condensation tank(s)
- Low water cut off/water feeders
- Code compliance testing
- Plugging boiler tubes
- Boiler steel or refractory
- Regasketing boiler doors
- Coil or tube replacement
- Domestic hot water system

PARTS: All parts and equipment will be charged in addition to the price of this agreement at materials plus 25% mark-up plus any/all applicable taxes.

ACCESS TO EQUIPMENT: The customer must agree to report immediately any conditions requiring service or correction and to grant free access to the location of the equipment to our company and its representative. In any and all cases of non-access, the customer will be charged at the prevailing rate of East Coast at the time of incident, usually not to exceed one (1) hour.

SERVICE BY OTHERS: If at any time during the period hereof, service is performed to the equipment by any other company or individual other than East Coast, or if the equipment is removed from the premises without East Coast's supervision and consent, then at the option of East Coast, this burner service agreement shall immediately become null and void.

CANCELLATION/ASSIGNMENT: This agreement shall not be assignable without the written consent of East Coast. Cancellation of this contract may only be accepted by certified mail with thirty (30) days notice and contract will be pro-rata adjusted as follows: 70% for November, December, January, and February; 30% for remaining eight (8) months.

ASBESTOS EXCLUSION CLAUSE: Seller's scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos, or products or materials containing asbestos or other hazardous substances. In the event the Seller encounters any such products or materials in the course of performing its work, Seller shall have the right to discontinue its work and remove its employees from the project until such products or materials, and any hazards connected therewith are abated.

TRIENNIAL RENEWAL/DEPARTMENT OF AIR RESOURCES: Any and all work pertaining to securing the Triennial Renewal Certificate from the Department of Air Resources is excluded. However, at no charge, a survey and written report/proposal for code compliance will be submitted for review and acceptance.

TERMS: This agreement will only become effective when both the signed agreement and payment are received by East Coast. Payment in full shall be remitted simultaneously together with acceptance of this agreement, and may not be changed or accepted orally in any manner whatsoever. Any change in payment terms must be indicated in writing and attached hereto.

TERMS FOR ADDITIONAL CHARGES: Other than stated above, payment is due thirty (30) days from date of invoice for all additional charges. This agreement can become void if account is delinquent beyond sixty (60) days. For any account delinquent over sixty (60) days from invoice, service will be temporarily suspended pending receipt of payment. This quotation is firm for thirty (30) days from date of presentation.

CONTRACT PRICE: _____

ACCEPTANCE: To accept this agreement, kindly sign below here indicated and return one (1) copy to our office together with your check for \$ _____ sales tax included.

Very truly yours,

John Knief

John Knief

Director of Operations

ACCEPTED BY: _____

Authorized Signature

ACCEPTANCE DATE: _____

COMPANY NAME: _____