



**ENERGY CO-OP
OF VERMONT**

Use less. Save more.



Co-op Guardian Plan

The Co-op Guardian Plan is now available for just \$265* for a full year's coverage.

The Co-op Guardian Plan includes:

- Complete system tune-up. Regular tune-ups extend equipment life, help prevent break-downs and keep warranties in effect. We go through your entire heating system, replace your nozzle and oil filter. (*spin-on filters not included)
- Efficiency test. We run this test to make sure your heating equipment is running at peak efficiency. We adjust your burner for the best performance and conduct a full safety check. You'll save up to 10% on your heating fuel costs.
- 25% off after-hour emergency calls, 24 hours a day, 7 days a week
- 25% off all repairs. This includes all parts and labor for the entire year covered by the Co-op Guardian Plan.
- A one year warranty on all our parts and a free annual assessment of your heating system.

To sign up, read the terms and conditions, fill out and sign the form on the next page. If you have any questions, please call us at 802-860-4090.

Co-op Guardian Plan - Terms and Conditions

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.

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.

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 The Co-op will not service equipment that is obsolete, inaccessible, in poor condition or poorly installed.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.

Workmanship: The standard of workmanship hereunder shall be that which is reasonable and customary in the industry.

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.
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.

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, lightning, 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.

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.

I hereby have read and understand the conditions of the Co-op Guardian Plan. I further understand that the plan will renew automatically on a yearly basis and the annual fee (subject to change) will be applied to my account.

Address _____

City/State/Zip _____

Phone _____ **Email** _____

Signed _____ **Date** _____