

**Make it a
comfortable
summer**



BURT'S
RELIABLE
We'll Take Care of It.SM

**Air Conditioning
Comfort Plan**

Prevent problems, save money, stay cool

No one wants the inconvenience or cost of a broken air conditioning system. Usually, it happens at the worst time.

If you're having problems, you can bet other people are too. It could take days or weeks to get a repair.

That's why our customers choose our air conditioning comfort plan to help them save money and stay cool.

Once you're enrolled, depend on us to:

- ▶ **get to you fast** if you have a problem
- ▶ **fix your equipment right the first time**
- ▶ **keep your system running at peak efficiency**
- ▶ **give you priority service** if you lose your air conditioning
- ▶ **save you money** with discounts and guaranteed repair pricing

Don't wait until your next problem happens before you sign up. Get covered now, and chill all summer long.



12-point Air Conditioning Tune-Up Included

A tune-up will be performed once during the service agreement term during regular working hours. Please call to schedule. The tune-up includes the following:

1. Lubricate all moving parts.
2. Check refrigerant level.
3. Check air filter. Replace with customer-supplied filter.
4. Run and test system operation.
5. Check condensate drain.
6. Clear the outside condenser cover of debris.
7. Check blower motor (and belt, if applicable).
8. Test operation and condition of compressor contacts.
9. Inspect capacitors and relays.
10. Inspect all control wiring.
11. Clean and adjust thermostat.
12. Inform customer of equipment condition, recommend system repairs and upgrades.

We encourage you to call in April to schedule your tune-up so we can give you the most convenient appointment time and uncover any problems before it gets hot. Tune-ups requested after June 1 are subject to a \$50 charge.

Contact us about our heating service plan options!



Why tune-ups are important

Our records show that four out of five system breakdowns could have been prevented with annual maintenance.

A tune-up also keeps your system running at peak efficiency, reduces your energy bills and extends the life of your equipment.

With our plan, for the same cost as a tune-up, you get:

- ▶ **Priority service:** your call gets priority over non-plan customers
- ▶ **15% off** parts, labor and diagnostic fees
- ▶ **Guaranteed repair pricing:** the price we quote before we start the job is the price you'll pay
- ▶ **One-year warranty on all repairs:** if a part needs to be replaced before the warranty expires, you pay nothing for the repair

What makes us better?

Our people! Other companies may send inexperienced, less attentive and unaffiliated subcontractors to your home for service work. Not us. All work is done by our own **certified technicians**, who receive continuous training and have the resources to solve the most complicated problems.

General Terms and Conditions

- 1. COVERAGE-PARTIES** This plan is between you (customer) and Burt's Reliable. The plan provides coverage for one central air conditioning system up to 5 tons. Coverage for additional systems may be obtained for an additional cost. All equipment must have been installed according to manufacturer's installation recommendations and must meet all national, state and local codes.
- 2. HOW TO OBTAIN SERVICE** Service can be obtained by calling 631-765-3767. This plan is in effect during regular service hours, 8 a.m. – 4 p.m., Monday through Friday. For after-hours calls, customer will incur our overtime charges with the applicable discount. It is the customer's responsibility to call and schedule an appointment for their tune-up. We encourage you to schedule your call in April, so we can give you a convenient time, and uncover any problems before it gets very warm. Tune-ups are done during regular business hours. Any tune-up requests after June 1 are subject to a \$50 additional charge.
- 3. SERVICE RESPONSE POLICY** Burt's Reliable will make every reasonable attempt to schedule air conditioning service calls as soon as possible. Burt's Reliable is not responsible for delays beyond our control (such as labor problems, severe weather conditions, natural disasters and the like). Safe access, as determined by Burt's Reliable, must be provided by the customer for service to be rendered.
- 4. EXCLUSIONS** Burt's Reliable shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any damages of any nature based upon expressed warranty, implied warranty, or other legal theory, due to the nonoperation or malfunction of the equipment, including damage to property or personal injury caused by the equipment.
- 5. YOUR RESPONSIBILITIES** Prior to calling Burt's Reliable for a service call, customer should check emergency switches and thermostats for correct positions, programming and settings. These conditions are not covered under our policies, and our standard diagnostic and service charges will apply.
- 6. COLLECTION COSTS** If we hire an attorney or collection agency to collect your outstanding balance, you agree to pay, in addition to your balance, all costs of collection as permitted by law, including, without limitation, reasonable attorneys' fees and court costs.
- 7. IRREGULAR PAYMENT AND DELAY IN ENFORCEMENT** We can accept late payments, partial payments or payments marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing any of our rights under this Agreement.
- 8. LIMITS OF LIABILITY** We will not be responsible for loss or damages due to or resulting from: your failure to schedule maintenance; acts of God; terrorism; strikes; riots, materials or labor shortages; fire; flood; accidents; governmental acts; abuse or misuse of equipment; spontaneous part failure; war; power or water interruption; or any other conditions beyond our reasonable control. TO THE MAXIMUM EXTENT PERMITTED BY LAW, we will have no liability for direct or indirect, special or consequential damages of any kind. To the extent any warranty exists, our liability for any warranty claim will be limited, as permitted by law, to the repair or replacement of defective parts or service provided under this Agreement. However, in no event will our liability to you under this Agreement exceed the purchase price of the Agreement. There shall be no liability for any reason on the part of Burt's Reliable for work done by anyone else, unless such person is authorized in writing

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General Terms and Conditions (continued)

- by us to perform such work or furnish parts. Burt's Reliable shall not be held responsible for any damage or injury caused by failure or delay in performing services when such failure or delay is due to causes beyond our control.
- 9. NO WARRANTIES UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE EXCLUDE ALL WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN.**
 - 10. CANCELLATION BY YOU** You may cancel this Agreement at any time on 30 days' written notice. You agree to remain responsible for all purchases made and/or services rendered before the 30-day period expires and for any collection costs. You understand that the cost of this Agreement is not refundable upon termination. Cancellation of this Agreement means we can demand immediate payment of your entire account balance.
 - 11. CANCELLATION BY US** We can suspend service under or terminate this Agreement with or without notice and without further responsibility if: you fail to make a payment on time or we deem your payment history unsatisfactory; you file for bankruptcy; you fail to remedy conditions identified as a hazard to life or property; you permit any person other than our authorized representatives to service your equipment; and/or you fail to comply with your obligations under this Agreement. You understand that the cost of this Agreement is not refundable upon termination. Cancellation of this Agreement means we can demand immediate payment of your entire account balance.
 - 12. TERM** The length of this Agreement is one year from the date of acceptance and will automatically be renewed unless we receive written notice of cancellation 30 days prior to the contract end date. Renewed contracts are subject to price and coverage changes.
 - 13. ASSIGNMENT** If you sell your property, you may assign this Agreement to the new owners of your property, provided that: the new owners agree in writing to assume this contract Agreement; all outstanding bills are paid in full; and Burt's Reliable receives a written notice of the contract assignment 10 days prior to closing.
 - 14. SEVERABILITY** If a court or regulatory agency of competent jurisdiction holds any provision of this Agreement to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
 - 15. AGREEMENT** The parties agree that this written Agreement along with the Service Brochure constitute the entire Agreement. Any statements not contained in this agreement or the Service Brochure are not part of this Agreement. To the extent that the terms of this Agreement and the Service Brochure are inconsistent, this Agreement shall control.

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— We'll Take Care of It.™

P.O. Box 696, Southold, NY 11971-0696
631-765-3767 • Burts.com