

HOME MONITORING AGREEMENT



AFC
HOME MONITORING

Since 1888, AFC has worked tirelessly to build a reputation of providing dependable and professional service. With that in mind, we are happy to offer customers in Central Maine our wide selection of Comfort Agreements.

Our Home Monitoring Agreement is designed to give our customers peace of mind. Our WESROC is installed at your home and reports temperature and/or fuel level to our office via phone line. This allows AFC to ensure you have the fuel you need, when you need it and that the temperature in your home does not get dangerously low.

Account # _____ Date: _____

This agreement for the use and service of the WESROC equipment is entered into by:

Full Name: _____ herein called customer, for use at

Physical Address: _____

Mailing Address (if different from physical address): _____

Type of heating system:	Monitor:
BOILER WARM AIR	TEMPERATURE FUEL LEVEL

In the event of that we receive an alert from your WESROC home monitoring system after hours, would you like to (please check one):

- be notified immediately, regardless of time of day.
 have AFC visit the home, make necessary repairs and call to notify me during regular business hours.

In the event we receive an alert for your home and need to contact you:

Email Address: _____

1st Call - Name: _____ Phone #: _____

2nd Call - Name: _____ Phone #: _____

If you have any specific instructions, please list them here: _____

By signing this form I agree to have AFC use the WESROC reporting device installed in my home to remotely monitor my homes' temperature and/or fuel level. I have read and agree to the terms and conditions listed on the reverse of this form.

Customer Name - Printed

Customer - Signature

TERMS AND CONDITIONS PRINTED ON REVERSE

Feel Comfortable With Us.

Residential • Commercial • Heating • Plumbing • Electrical • Propane & Oil • Heat Pumps • Home Cooling • Water Treatment
(207) 623-3851 4 Northern Avenue, Augusta AFCCOMFORT.COM

TERMS AND CONDITIONS

1. Customer agrees to provide AFC with a key to the property where the WESROC equipment is located so that AFC or its designee may gain access to the premises for installation and maintenance.
2. Company agrees to provide a lockbox or similar method of safe keeping for the key that is provided by the customer.
3. Customer agrees that any heating system associated with the operation and/or use of this equipment or this agreement will only be serviced by AFC or its designee.
4. Customer agrees to enter into, continue, or renew an automatic fuel delivery agreement with AFC.
5. Customer agrees to the current fee schedule. This fee schedule shall be provided to Customer and shall be based upon AFC's current yearly charges. Such yearly charges are subject to periodic changes no earlier than one (1) year from the date of this agreement. Company agrees that it shall notify Customer, in writing, of any increases in the fee schedule at least thirty (30) days prior to any adjustment in said fee schedule.
6. Customer agrees to keep the balance(s) on any and all accounts associated with said automatic fuel delivery agreement current within sixty (60) days of any invoice or bill.
7. Customer agrees that any non-payment of any fees, bills, or account balances due to AFC sixty (60) days beyond the due date of any invoice entitles AFC to discontinue the monitoring service and may result in a service or disconnect fee being assessed to Customer's account.
8. Any late, past due, or overdue amounts under this agreement, or any unpaid invoice related to the service or maintenance described in this agreement, shall accrue a finance charge equal to 1.5% monthly, or 18% annualized. Customer agrees to pay any and all costs associated with any collection action relating to this agreement including, but not limited to, all court costs and reasonable attorneys' fees.
9. Customer agrees to notify AFC within thirty (30) days of the transfer or sale of the premises. Customer further agrees that the service fee agreed upon above shall continue to be billed to the Customer unless and until AFC is notified of Customer's intention to discontinue monitor services as outlined herein, or the new owner or resident of the premises has agreed to, and executed, a new Home Comfort Monitoring Agreement with AFC on his or her own behalf.
10. Company agrees that the Customer has the right to discontinue the service relating to this agreement. Customer must notify AFC within thirty (30) days of Customer's intention to discontinue said services. Such notice to AFC shall be in writing and shall be mailed or delivered to the AFC office at 4 Northern Avenue, Augusta, Maine 04330.
11. Customer agrees to keep all thermostats on the premises at or above a minimum temperature setting of fifty-five (55) degrees Fahrenheit at all times. Any and all visits to the premises by AFC or its designee caused by or resulting from a thermostat setting below this temperature will be considered a service call and the Customer will be charged at the normal, applicable service rate.
12. Customer understands and agrees that the equipment electronically monitors the temperature in the home listed above and communicates this information to AFC telephonically or wirelessly (depending on style of unit).
13. Customer further understands and agrees that in the event an alarm is activated, AFC will send an employee or designee to the premises to determine the cause of the activation and make any necessary repairs to equipment or the monitored heating system. If this alarm occurs after hours, AFC may or may not contact the customer in the sole discretion of the technician responding to the call. Should the technician need to call, he or she will contact the people listed on the front of this agreement form, in the order they are listed.
14. Customer agrees that any response on the part of AFC to an alarm resulting in an employee or designee traveling to the premises to determine the cause of alarm activation will be considered a service call and the Customer will be charged according to AFC's current fee schedule, including the cost of any applicable service rates and/or material charges.
15. AFC warrants that equipment and installation of equipment will be free from defects in workmanship and materials for a period of twelve (12) months from the date of installation. AFC agrees, without charge, to repair, or replace at the Company's option, equipment and/or parts associated with the installation of equipment that proves defective within the warranty period. AFC further agrees, without charge, to repair or replace at the Company's option, only those heating pipes of the above described home or building damaged due to the defects in the workmanship or materials of the equipment and its installation.
16. Customer agrees that AFC shall not be liable for any claims, losses, damages, consequential damages, or injuries resulting from any of the following: interrupted communication between the equipment and AFC as a result of disrupted phone service for any reason, intentional or negligent tampering with equipment or its installation, including but not limited to, the cutting, disconnection, and/or removal of equipment heat sensors, wires or other components the alteration or unlicensed use or upgrade of any software used by equipment; acts of God, including but not limited to lightning, floods, power outages, fire or any other condition which may prohibit access to the premises; and the freezing, bursting, weakening, or leaking of any heating or domestic plumbing that is present in, or passes through, an unheated portion of the premises.
17. AFC makes no other warranties, expressed or implied, of any kind. Customer agrees to waive any and all other liability against AFC, and hold harmless or otherwise indemnify AFC for and against any and all other claims, losses, damages, consequential or incidental damages to the building or the premises.