



Ballard Oil Company
5300 26th Avenue NW
Seattle, WA 98107
(206) 783-0241

Home Heating Fuel Service Contract **(Heating Oil Tank Contract)**

This agreement is between Ballard Oil Company, Inc. (the Home Heating Service Contract provider) hereinafter called the “Company,”

and Customer Name:

Date:

Service Address:

Account #:

Phone:

hereinafter called the “Customer.”

This “Home Heating Fuel Service Contract” covers the repair or replacement of your home heating oil supply system including the fuel tank and all visible associated parts (pipes, caps, lines, and fittings) subject to the following terms and conditions.

The initial term of this contract shall be from the date shown above to April 30, _____ and continuing thereafter by Customer paying in advance \$ _____ for each succeeding year’s renewal of this contract. Company reserves the right to change the fee at the beginning of any contract year upon notice to the Customer. If Customer chooses not to renew the contract, the contract will be cancelled and expire in 30 days.

Customer represents that there is a _____ gallon heating oil storage tank at the above service address that is connected by piping with their oil furnace. Customer further represents that the storage tank and piping are completely intact and free of leaks or other damage as far as Customer knows. Preexisting conditions are not covered by this contract.

Customer assures that all of the heating requirements at the above service address, even if it is a rental unit, are purchased from Ballard Oil Company, Inc.

The Company’s responsibility under this contract becomes activated upon the first oil delivery to the service address purchased from the Company during the term of the contract. During the first thirty (30) days after the first oil delivery, the Company’s liability is limited to the initial premium paid for this tank contract. The Customer may return the contract within the first thirty (30) days for a full refund less any claims paid. Then, for the next 150 days, the Company’s liability is limited to the cost of the new tank and other parts covered by this contract. The Customer shall be responsible for all other costs including labor, materials and lost oil.

Thereafter, during the remaining term of this contract, if Customer’s above described fuel supply system is thought to have developed a hole causing a leak, and the Company is notified, the Company shall check the supply system for leaks using whatever equipment is deemed appropriate. If fuel oil is leaking, the Company shall pump out the remaining fuel oil from the tank to prevent further spreading of fuel oil into the environment and repair or replace said

supply system with a supply system of similar capacity which meets the Building Code regulations of the governmental jurisdiction, and connect the new supply system to your furnace. If weather conditions require, Company shall connect Customer's furnace to a temporary oil supply while the supply system is being repaired.

Replacement of supply system includes tank and visible pipe and vent line, labor and backfilling of the earth and replacing the sod that had covered the replaced tank, but does not include the removal or replacement of structures, paving, piping, shrubbery or any other object that covered the replaced tank.

In the event there are obstacles to placing the new tank in the old location, Customer shall have the option to relocate the tank to a mutually agreeable site on the Customer's property, and the Customer shall assume responsibility for any additional costs incurred and for complying with all applicable laws regarding the abandoned tank.

If the Company finds that a similar sized tank is not readily available, the Company has the option to use the next smaller sized tank that is available. The Company shall not be responsible for supplying parts that are no longer available.

If the supply system is determined not to have a leak, then the Customer shall be responsible for the services performed by the Company in making that determination and related repairs.

This contract applies to holes in said supply system developed by chemical action, rust or erosion, but does not apply to holes, leaks or damage caused by acts of human agents such as bulldozing operations, or by acts of war such as bombing, or by "acts of God" such as earthquakes.

Customer shall be responsible, pursuant to 33 U. S. C. 1321(b)(5) and R. C. W. 4.24.314, for notification of federal, state and local agencies of government and for cleanup of fuel discharged into the environment by reason of such leak. It is the intention of the parties that this contract not expose the Company to any additional liability under any applicable law of the United States or the State of Washington or local jurisdictions.

This contract does not cover any consequential damages caused by operational or structural failure of the fuel supply system.

The Company's liability under this contract shall not exceed 100 times the annual contract fee.

Customer must notify Company at the 24-hour phone number (206) 783-0241 of leaking condition to activate Company's duties under this contract.

Customer may transfer the contract to a new owner with prior notice to the company and the new owner providing the Company with an updated, signed contract.

Company reserves the right to cancel this contract with 21-days prior notification to Customer as to the reason for cancellation such as the breach of any part of this contract or upon Customer terminating their heating oil service or failure by Customer to keep their account in good standing.

The Company will refund a prorated portion of the contract fee, less claims paid, if either party cancels the contract during the contract year.

Obligations of the Company (the Home Heating Service Contract provider) under this contract are backed by the full faith and credit of the Company.

Company hereby acknowledges receipt of \$_____ to cover the initial term of the contract.

Agreed: Customer: _____

Company: _____

BALLARD OIL COMPANY, INC.