



Home Monitoring System & Key Safe Contract

(For office use only)

Monitor # _____ Key Tag # _____

KoscoHeritage Owned/Leased Monitoring Equipment

KoscoHeritage will monitor the customer's heating system and provide maintenance services to the KoscoHeritage HOME MONITORING SYSTEM supplied by KoscoHeritage under the terms and conditions as stated below:

BILL TO:

Acct. # _____
Name _____
Address _____
City _____ State _____ Zip _____

Home Phone _____
Work Phone _____
Cell Phone/Pager _____
Email _____

INSTALLATION ADDRESS:

Address _____
City _____ State _____ Zip _____

Same as Bill To address
Installation Tel # _____

TOTAL ADDITIONAL / OPTIONAL ROOM HEAT SENSORS WANTED:

(See Paragraph 6 on reverse)

(Please identify locations of additional sensors wanted below)

Home Monitor Sensor Locations:

CONTRACT TERM:

From (Installation Date): _____ / _____ / _____

To: **Removal of equipment -**

If less than 2 years from installation, a fee of \$200 will be applied.

KEY SAFE:

In an effort to provide you with improved, uninterrupted service during a heating system failure, we recommend the installation of a key box at your home.

Yes, please install a Key Box at no charge as long as I maintain my home monitoring contract according to the terms of this contract. *[Note: If you cancel your home monitoring contract with KoscoHeritage, the key box will be removed or can be purchased for \$59.95 + tax.]*

No, I do not want a Key Box installed. I understand that I will be billed a minimum charge of one hour at prevailing rates (plus sales tax), per call, to retrieve the key from your office.

_____ @ \$ _____
Qty Cost

Initial System Installation Fee: \$ _____

Additional/Optional Room Heat Sensors: \$ _____

Annual Monitoring Fee: \$ _____

Key Box (purchase): \$ _____

** Do not send payment until invoice is received*

This plan will renew annually unless canceled in writing

Signature denotes acceptance of Purchase and Service Agreement

I agree to the terms and conditions of this contract in its entirety:

CUSTOMER:
Print Name _____
Signature: _____
Date: _____

KOSCOHERITAGE
REPRESENTATIVE:
Signature: _____

Tax: \$ _____

***TOTAL: \$ _____**

Customer Agrees To The Following Contract Provisions:

1. Customer must supply KoscoHeritage with a key to the installation address listed above and a functioning telephone service connection.
2. Customer must be a KoscoHeritage automatic fuel oil customer.
3. Heating system must be serviced by KoscoHeritage
4. Customer must notify KoscoHeritage no later than thirty (30) days prior to the sale or lease of the property. Monitoring and/or leasing fees will continue to be billed to the customer until KoscoHeritage is notified and monitoring equipment is removed or new owner/tenant is approved by KoscoHeritage.
5. Customer must notify KoscoHeritage to discontinue this service upon thirty-day (30) written notice to KoscoHeritage. Notification shall be sent to KoscoHeritage: 625 Sawkill Rd Kingston, NY 12401. Customer agrees to allow KoscoHeritage access to remove home monitoring equipment from premises.

Customer agrees to pay and is advised that if the KoscoHeritage HOME MONITOR is discontinued within two (2) years of the installation date, an early termination fee of two hundred dollars (\$200.00) plus tax will be assessed. Customer is also advised and agrees to pay for KoscoHeritage HOME MONITOR equipment, including key box, not picked up and returned to KoscoHeritage at prevailing rates. If new owner assumes KoscoHeritage HOME MONITOR contract (new owner must fill out new contract), then the early termination fee and KoscoHeritage HOME MONITOR equipment charges will not be assessed.

6. Customer agrees to the current fee schedule. The fee schedule shall be based upon current yearly charges by KoscoHeritage for this service to its automatic fuel oil delivery customers. The parties to this contract agree that the fee charged shall always be in accordance with the current existing fee schedule of KoscoHeritage but that the fee shall be subject to periodic changes.
7. Customer is advised that the "Initial System Installation Fee" and the "Basic" Annual Monitoring Fee INCLUDES the installation of one (1) main zone heat sensor only. The customer is advised that the recommended optional protection for additional heating zones, areas susceptible to freezing, or areas located a distance from the main zone sensor should be considered. It is understood that installation of additional zone heat sensors is not included in the first year "Basic" Annual Monitoring Fee. The customer agrees to pay an initial installation fee for each additional room heat sensor installed. The customer is advised that additional room heat sensor wiring may be exposed along baseboards and walls from sensor to main control box. Please identify on the front page of this contract the total number of additional heat sensors you wish to have installed.
8. Customer agrees that their failure to perform under this contract, or, if payment of the monitoring fee is not made within sixty (60) days of invoice date for this service, KoscoHeritage is entitled to discontinue the monitoring service and retrieve its monitoring equipment. KoscoHeritage will notify customer ten (10) days prior to such action. Furthermore customer agrees to pay all of KoscoHeritage's legal fees and court costs if collection actions are necessary.
9. KoscoHeritage shall not be responsible for liability to the customer's property outside of the specific performance capabilities of the KoscoHeritage HOME MONITORING SYSTEM. KoscoHeritage shall not be held liable in the event of circumstances beyond its control to include but not limited to interrupted telephone or electrical service, failure to pay monitoring fee

as specified in paragraph above. Account must be kept in "good standing." Intentional or negligent system tampering by parties other than authorized KoscoHeritage agents. Such tampering of equipment includes, but is not limited to, battery removal, disconnecting of sensors, or cutting of monitoring system wiring. KoscoHeritage shall not be responsible for any act of God, such as lightning, floods, fire, wars, or conditions that are prohibitive to the access of the customer's property or any other event or cause which is beyond KoscoHeritage's reasonable control. Under no circumstances shall KoscoHeritage be held liable for any other kind of damages, including without limitation, loss of profits, indirect and consequential damages.

10. Customer understands that the KoscoHeritage HOME MONITORING SYSTEM electronically monitors the temperature in the protected zone(s) as well as the fuel oil supply (when fuel tank sensor is installed). The system communicates to KoscoHeritage via the telephone lines. The customer understands that in the event an alarm is triggered, KoscoHeritage will send its employee to the property to ascertain the problem. Customer agrees that any time spent, or repairs made at that specific time, or shortly thereafter, shall fall under applicable burner service rates and/or current material charges or under any burner service contract which customer has with KoscoHeritage.
11. Customer agrees that it will not remove or tamper with the KoscoHeritage HOME MONITORING SYSTEM while it is installed on its property. In the event that any component of the KoscoHeritage HOME MONITORING SYSTEM is damaged while the equipment is installed in the home, resulting from tampering, theft, removal, abuse, acts of God, war, fire, flood, strikes, or from any cause not reasonably within KoscoHeritage's control, Customer will be held fully responsible for the replacement cost of equipment damaged, plus labor involved and /or the cost of any repairs. Any malfunctions or damage to, or theft of, the KoscoHeritage HOME MONITORING SYSTEM must be reported immediately to KoscoHeritage by telephone: (800) 755-6726.
12. The KoscoHeritage HOME MONITORING SYSTEM consists of hardware and software manufactured and provided by OnWatch (Secure Heat™) pursuant to contracts with KoscoHeritage and is subject to the copyright laws.
13. Customer agrees that by executing this contract he/she is contracting with KoscoHeritage and agrees that he/she understands its provisions and agrees to be bound by the terms as set forth in this contract. Customer agrees that he/she has read this document and he/she understands its provisions and agrees is bound by the terms as set forth herein. This contract cannot be amended or modified except in writing duly signed by both KoscoHeritage and the customer. This contract incorporates and supersedes any and all other contracts between the parties concerning the KoscoHeritage HOME MONITORING SERVICE.
14. Customer understands that: 1) Key boxes are installed at no charge as long as the customer maintains a home monitoring contract in accordance with the terms contained here in. 2) Key boxes are the property of KoscoHeritage, unless purchased separately through KoscoHeritage. 3) If customer chooses not to have a key box installed it is understood that they will be billed a one hour minimum charge at prevailing rates plus sales tax, per call, to retrieve the key from our office.
15. Non-Emergency calls due to telephone disconnect, systems/thermostats being turned off, etc., without prior written notification to KoscoHeritage, are subject to a (1) one hour labor charge at prevailing rates. Thermostats MUST be kept at a minimum of 53° degrees.