



COMFORT CONTROL METRO

'UNLIMITED SERVICE' GAS HEATING SERVICE AGREEMENT

The term of this agreement shall be automatically renewable but subject to a price revision on any anniversary date with written notice. Acceptance of Cash, Check or Charge by Comfort Control binds both the Customer & Comfort Control to this Service Agreement. A copy of this service agreement is also on our website.

“Comfort Control” is a trade name TM®. The name of the corporation owning the name and performing all gas heat service and warranty work is COMFORT CONTROL METRO CORP. Herein, the corporation will be referred to as “Comfort Control” or just “Comfort” as our clients usually refer to us.

Comfort Control Metro maintains its Main Office, Warehouse and Corporate address at: 2755 Webster Ave. Bronx, N.Y. 10458. Our contact numbers are:

Tele: 1-718-220-4400 1-212-397-4400 1-914-376-4400 Fax: 1-914-813-2034

Website: www.comfortcontrolmetro.com

Our Mailing Address is: Comfort Control Metro Corp. P.O. Box 226 Robert Merrill Station, 3 Quaker Ridge Road, New Rochelle, New York 10804

Comfort Control Metro Corporation’s Gas Heating Service Agreement is written in plain ENGLISH so that there will be NO MISREPRESENTATION of the services provided.

It is very specific and covers the full range of responsibility, service and conditions for ALL clients. Company policy, mission statement, business ethics are all covered in detail..

Minimum font size used is 12 pt., which is 2 points above Department of Consumer Affairs regulations (10 point) --- Large Font is used in consideration for our senior citizen customers and those with poor vision.

Black Indicating boxes on the right of the page indicate major service contract provisions that the customer should be aware of. Blue & Pink highlights specific paragraphs to protect and enlighten our clients what is due to them under this agreement.

Buyer acknowledges receiving a fully executed copy of this service contract at the time of purchase or renewal. Comfort Control Metro reserves the right to cancel this agreement prior to commencement of work.

READ THIS AGREEMENT CAREFULLY AND READ ADDITIONAL TERMS ON SUBSEQUENT PAGES

NOTICE OF CANCELLATION

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. --- See the Notice of Cancellation as required by the Department of Consumer Affairs at the back of this document.

--- **All Gas Odors Should Be Referred to your Local Utility** ---

PROVISIONS AND CONDITIONS OF THIS SERVICE AGREEMENT

Emergency Phone Numbers are provided on Page # 13 of this document.

Section 1

THE BASICS

1.1 NO CHARGE FOR SERVICE CALLS

During the term of this service agreement, Comfort Control will make FREE Service Calls (NO TRIP CHARGES) at the location specified when necessary to maintain the equipment in working order.

A 'Service Call' is defined as any adjustment of the equipment which does not require Replacement of the parts.

This Service Agreement Does **NOT** Cover LABOR Required to Install Parts or to Correct Problems Not Covered by this Agreement.

*** Charges for labor are incorporated in the 'part' price along with insurance and other costs. - SEE Page # 6 - Comfort Control retains the right not to disclose the breakdown of these costs.

1.2 ANNUAL INSPECTION AND TUNE-UP

Comfort Control without charge to the customer will make one inspection and tune-up of the equipment each year during the term of this agreement.

Clean & Tune Up Service work is only performed on a non-holiday weekday (ie. Monday through Friday) from 9 AM to 4 PM between March 15th and August 31st. The customer will be responsible for requesting and arranging an appointment for this service.

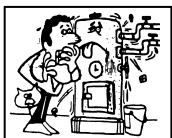
Although we do Tune Ups year-round but we do NOT make scheduled during the heating season from September 1st to March 14th *because* **EMERGENCY SERVICE is ALWAYS FIRST PRIORITY**. If an appointment is made it is always during the heating season or a period where emergency service personnel are overwhelmed such as after a storm, flood or other unusual circumstance --- **ALL TUNE UP APPOINTMENTS ARE SUBJECT TO CANCELLATION**.

Many clients, especially with new boilers tend to skip the cleaning portion of our tune-up or just do not have the time to have their boiler or furnace cleaned each year...

We recommend *at the very least*, that our clients call to make an appointment for the services listed below. Our serviceman can do this and a Control Safety Check relatively quickly to insure proper and safe operation and piece of mind. This service can be done at any time of year but it also will take second priority to any EMERGENCY SERVICE that comes in.

NOW - OUR COMFORT CONTROL TUNE UP SERVICE INCLUDES

-  Protect Your Investment in Your House
-  Cut Your Gas Bills
-  Insure the Safety of Your Family and Tenants



Carbon Monoxide Testing
Testing for Combustible Gas
Chimney Draft Test
Boiler Efficiency Analysis

PLEASE NOTE: It is the Customer's Responsibility to Call to have this Service Performed on your Heating System During the Spring and Summer Months.

1.3 EMERGENCY SERVICE

Comfort Control will provide a 24 hour Emergency Service, 365 Days a Year - including Sundays and Holidays - through the use of an Answering Service, when the offices of Comfort Control are not in, and stand-by personnel to repair the equipment covered by this agreement.

In the event of Comfort's phone lines being busy, overloaded or the phone lines are down, Comfort Control has a "Voice Mail" Message on Hold Option that will pick up and you can leave a message and the system will automatically direct the call to the mechanic on duty within 15 minutes and he will call back as soon as he is free.

Comfort Control Metro Corp recommends that if you do not hear from our mechanic within 90 minutes of you initial call to call back to make sure that your emergency really went thru the computer system.

When a Unit Can NOT Be Fixed ON THE SPOT or Needs Extensive Work...

In the event that material or pipe work is needed to repair the unit and the mechanic does not have the material on him or access to these materials to do the necessary work

1 - The mechanic will stabilize the unit and leave it so that it is SAFE and NO FURTHER DAMAGE will occur

2 - The mechanic will take measures that this repair will be done first thing in the morning or as soon as the company can get the materials

It is recommended that the customer also call our office the next morning to make sure that the proper follow-up is in place and to get a time when the men are going to be back at their building.

Because Comfort Control's Service Department is so well known for its exceptional response to emergencies, we have had customers calling in the middle of the night, deterring servicemen from real emergencies to listen to a noise, clean a glass gauge, check the heat in one radiator, etc. THESE ARE NOT EMERGENCIES.

We are taking these steps to prevent this from happening so that our mechanics can concentrate on bona-fide emergencies during the hours of curtailed operations. - Call Our Office for further Clarification.

All NON-EMERGENCY service calls will be scheduled at a time convenient to the customer and Comfort Control during normal working hours.

A situation qualifies as an "EMERGENCY" as follows:

No Hot Water during normal business hours; *in the middle of the night* 'No Hot Water' does not qualify for emergency service but it does during the day.

No Heat at night when the weather is below 40 degrees outside qualifies as an emergency. Conversely, if you find that you have NO HEAT after 9:30 PM — *if the men are already out on call, you may not be serviced until early the next morning depending upon their work load.*

Clients should know if they have heat or not before this hour. Emergency Service after this time is directed towards real emergencies that relate to health issues and damaging water leaks. Large water leaks qualify as an emergency at any time of the day or night.

Dirty glass gauges, pressure too high or you don't think something is working right — all will wait till normal working hours.

Comfort Control will make every attempt to provide prompt same day service (within 24 hours) to our customers on emergency no heat and no hot water complaints. Our mechanics always try to be there in a timely matter but under certain weather it gets tough and traffic conditions in our area can be very congested --- so please be patient we will be there and get you heat or hot water.

COMFORT CONTROL NORMAL WORKING HOURS:

COMFORT CONTROL METRO's Regular Working Hours are as follows:

Monday thru Friday 7:30 AM to 5 PM

Installation of parts are all designated to normal working hours. Tune-ups & cleans are done Monday thru Friday from 8 AM to 2 PM.

1.4 PERFORMANCE

Comfort Control will perform their work in accordance with the appropriate federal, state and city codes in a workmanlike manner that is reasonable and customary in the industry in the Greater New York Metropolitan Area. Our personnel will be covered by New York State Workman's Compensation Insurance.

COMFORT CONTROL WILL NOT DO ANY WORK THAT IS ILLEGAL OR NOT IN ACCORDANCE WITH ANY BUILDING DEPARTMENT, CITY OR MUNICIPALITY CODE OR LAW.

FURTHERMORE, COMFORT CONTROL WILL NOT DO ANY WORK THAT WILL IN ANY WAY LEAVE THE BOILER, WATER HEATER OR PIPING SYSTEM IN AN UNSAFE, DANGEROUS or HAZARDOUS CONDITION !

COMFORT CONTROL MECHANICS AND STAFF WILL NOT GO INTO ANY BUILDING OR APARTMENT FOR SERVICE IF THERE IS NO ONE THERE OF LEGAL AGE (18) AUTHORIZED TO LET US IN.

1.5 PARTS REPLACEMENT

Comfort Control Metro does not hide or cloud our pricing policy under our Unlimited Service Contract. In the first section of this service agreement, Page # 3, Section # 1.1 our service contract plainly states --- as we do again:

This Service Agreement Does NOT Cover LABOR Required to Install Parts or to Correct Problems Not Covered by this Agreement.

***** Charges for labor are incorporated in the 'part' price along with insurance and other costs. - Comfort Control retains the right not to disclose the breakdown of these costs.**

(A) Comfort Control will maintain a parts replacement stock to supply and install new parts to replace defective ones.

(B) Obligations to furnish replacement parts are subject to Comfort Control Metro's normal sources of supply.

(C) UNDER NO CIRCUMSTANCES WILL COMFORT CONTROL INSTALL:

- 1) **USED Parts – NEVER !**
- 2) **Old Parts – NEVER !**
- 3) **Remanufactured Parts – NEVER !**
- 4) **NEW Boiler Controls Supplied by the client WITHOUT a Separate Labor and Insurance Handling Charge – See Page # 5 3rd Paragraph for fee schedule! NO WARRANTY, implied or otherwise is given because we did NOT purchase the item and can NOT guarantee its operation. Furthermore when people purchase their own products, it is possible that there may be other factors that may prevent the boiler from operating normally.**

THIS IS AGAINST INSURANCE COMPANY REGULATIONS

The reason for this is simple, if, anything happens, insurance companies and lawyers on both sides of the case want protection (deep pockets) by spreading the blame or risk over more than one company. This is NOT POSSIBLE if the customer supplies their own parts.

Comfort Control will install replacement parts supplied or obtained by the customer for an installation labor charge (Time & Material) - without any warranty of such parts for any defect in such part or any problem resulting from its installation.

Minimum Labor Charges for Time and Material are as follows for the following Type Jobs:

- (A) Thermostat Replacement – Service Charge / 1 Hour Minimum Labor
- (B) Boiler Controls and Piping – 2 Hour Minimum
- (C) Poor Access Surcharge – 2 Hour Minimum
- (D) Water Heater – 3 Hour Minimum

Comfort Control also reserves the right to refuse to install said parts if our mechanics deem such installation will cause problems with the system in the future.

(D) **ALL WORK IS DONE ON A 'C.O.D.' BASIS** - This is company policy and is not directed at any one of our valued customers.

(E) Comfort Control Gladly Accepts Personal Checks, Cash, Master Charge, Visa, American Express and Discover Cards.

(F) Comfort Control's established prices and the special discounts for replacement parts are listed in their 'Base Price Book'

(G) Comfort Control uses the nationwide industry standard **FLAT PRICING...**

COMFORT CONTROL will **NOT** furnish a breakdown of costs of our **FLAT RATE PRICING POLICY**. This information is considered "intellectual property" or a "trade secret" which is a formula, practice, process, design, instrument, pattern, or compilation of information which is not generally known or reasonably ascertainable, by which a business can obtain an economic advantage over competitors or customers.

Giving the Customer a Firm Up-front Price BEFORE any Work is Done. This Price Includes ALL Parts and Labor.

With Time and Materials, the Customer Is Told What the Repair Will Cost AFTER the Work is Completed.

FLAT RATE PRICING

Giving the Customer a Firm Up-front Price BEFORE any Work is Done. This Price Includes ALL Parts and Labor. With Time and Materials, the Customer Is Told What the Repair Will Cost AFTER the Work is Completed.



THE FIRM PRICE GUARANTEE NO HIDDEN SURPRISES



Comfort' Control's image is enhanced and our reputation for honesty & integrity is solidified as a genuine professional by using a STANDARDIZED Price Book & Estimate Guide.



This translates into SECURITY & PEACE OF MIND for our clients. It regulates all our pricing & creates day to day consistency for everyone.

Customers want to be able to get a replacement or repair quote from our company today and know it will be the same tomorrow...

--- And it will be the same price that we may have charged the customer down the block! Standardized FLAT RATE pricing builds confidence with all our clients.

Flat Rate Pricing is nothing new. Auto body repair shops, plumbers and many other professionals have been using it with great success for many years before it became widely accepted in the residential home service industry.

Clients LOVE the idea of knowing the TOTAL COST of the job BEFORE the work begins. Their budget remains intact, knowing the price is firm.

No Longer do our clients need to watch the clock or feel they should have negotiated a better price or worry about having a 'slow' mechanic that may be stretching out the job to run up the labor rate !!!



No Longer do customers have to worry about HIDDEN EXTRA COSTS or be troubled by problems that the mechanics run into during the job. The 'low ball' estimate then can turn into a high price scam as the job progresses.

THE COMFORT GUARANTEE There are **NO HIDDEN COSTS**. There will be **NO EXTRA COSTS** that most installers tag on at the time of or during the installation.

In some jurisdictions, such secrets are referred to as "confidential information" or "classified information". The precise language by which a trade secret is defined varies by NYC jurisdiction (as do the particular types of information that are subject to trade secret protection). However, there are three factors that, although subject to differing interpretations, are common to all such definitions: a trade secret is information that:

- (A) Is not generally known to the public;
- (B) Confers some sort of economic benefit on its holder (where this benefit must derive specifically from its not being generally known, not just from the value of the information itself);
- (C) Is the subject of reasonable efforts to maintain its secrecy.

By comparison, under US law, "A trade secret, as defined under 18 U.S.C. § 1839(3) (A), (B) (1996), has three parts: (1) information; (2) reasonable measures taken to protect the information; and (3) which derives independent economic value from not being publicly known."^[1]

COMFORT CONTROL METRO has met all three (3) requirements for this application of trade pricing secrecy – what separates us from our competitors.

[^] Common Issues and Challenges in Prosecuting Trade Secret and Economic Espionage Act Cases, U.S. Attorneys' Bulletin, at 7 (Nov. 2009).[1]

(H) Don't Judge Part Prices and/or Service Charges Solely by the Time Our Service Mechanic / Professional Spends in Your Home !

WHAT EVERY HOMEOWNER SHOULD KNOW IF PLUMBING OR HEATING SERVICE IS REQUIRED

At COMFORT CONTROL, we take great pride in providing the most up-to-date skill and training to our professionals, so you can have peace of mind that the work was performed well, and to your satisfaction.

When a COMFORT mechanic knocks on your door, many costs have been incurred just to get him there to do the job. It takes many important decisions and costs to get our vehicle and materials on site to complete the job to your satisfaction, including:

Insurance - Trucks, Liability, Fire, Theft, Property,	Business Expenses - Legal Counsel, Recruitment, Workmen's Compensation	Education Periodic Literature and Refresher Courses	Office Supplies, Business Printing, Postage, etc	- Taxes - Income, Property, Business	Truck Maintenance Operation - Gas, Oil, Tires, etc.
Office Help	Advertising - Yellow Pages, Radio, etc.	Vehicles	- Tools - Test Equipment	Lease Costs Warehouse & Office	Specialized Training
Employee Benefits	Stock of Replacement Parts	- Utilities - Phone, Electricity, Gas	Service Management & Administration	Office Equipment Computerization	Quality Control

At COMFORT CONTROL METRO, we take great pride in providing the most up-to-date skill and training to our professionals, so you can have peace of mind that the work was performed well.

So, when you see a COMFORT CONTROL Technician at work, please understand there is much more that goes into the costs of performing the work professionally, so you can remain our loyal and valued customer.

(I) Service Agreement (Contract) Customers are entitled to special discounts for replacement parts as compared to non-service agreement customers. This difference in cost for parts is listed in our base price book so that customers can see the difference in cost, which is substantial.

(J) Comfort Control will only install what their own mechanics and management feel through their experience is the finest quality parts for safety, reliability, warranty service and is best suited for each individual installation.

(K) WARRANTY ON PARTS / REPAIRS

Comfort Control will give a one (1) year warranty covering any parts they supply. This warranty will specify its own conditions and limitations in addition to and in accordance with the standard 90 day manufacturer's warranty.

We're proud to offer the COMFORT CONTROL Guarantee. It is our commitment to you that everything will be right, or we'll work with our associates, the manufacturers, the utilities and every part of our company to make it right, right away.

Our customers / clients expect and deserve peace-of-mind when they hire us, and the COMFORT CONTROL Guarantee, the most comprehensive and 'pro-active' guarantee in the industry, offers just that.

For any problems that come up, contact us anytime day or night, 24/7 --- We are always on duty. Your warranty is with COMFORT CONTROL METRO. You are not limited to between 9 and 5 on working days --- Our EMERGENCY SERVICE WARRANTY covers you and your family round the clock, 24 / 7, weekends and holidays too. **WHENEVER YOU NEED EMERGENCY SERVICE – COMFORT METRO IS THERE FOR YOU !**

We guarantee that with COMFORT CONTROL, "you'll never be alone" because we have complete faith in the core strength of our work and the skill and passion of the entire COMFORT TEAM. Human error happens; nobody's perfect; but in those rare cases when our mechanics make a mistake, you can count on us to fix it and fix it fast.

We trust that if you get your work done by with us, you'll share this faith in our company and its employees to enjoy both the peace-of-mind associated with the COMFORT CONTROL Guarantee.

Exclusive Dual Warranty

Unlike all other companies, Comfort Control Metro warrants the LABOR, PARTS and OPERATION on everything it installs. This is over and above the manufacturer's warranty.

When something breaks, other companies refer you to the manufacturer to get it fixed or for part replacement. With COMFORT CONTROL METRO, we guarantee everything ourselves, over and above the manufacturer's own warranty.

Forget about waiting for an out-of-state authorized manufacturer's representative and wasting long hours on the phone and days off until they finally arrive --- Comfort Control uses its own # 1 rated – NYC based – service staff to take care of any problems you may encounter --- quickly, honestly and professionally.

(L) If defective parts are no longer covered by a warranty of free replacement by Comfort Control, the customer will be charged for the established price of the replacement part. (See Section 1.5, Paragraph B)

(M) Comfort Control Parts Replacement Service is Subject to the exceptions, exclusions and limitations under Section 3 of this agreement.

(N) Comfort Control will give FREE Estimates for work not covered by this agreement. ie., upgrading the system, frozen pipes, underground leaks, defective chimneys, additional heat (See Section 3) or on any of Comfort Control' other contracting services.

THE COST OF ANY ADDITIONAL WORK WILL BE CONSISTENT WITH THE COMPANY POLICY OF DISCOUNTS FOR POLICY HOLDERS.

(O) It is understood that parts replacement does not include plumbing work.

(P) This service agreement does not cover electrical work external to the actual equipment. It does not cover wires in the wall to the thermostat, incoming power from the fuse box, etc.

(Q) There will be an extra labor charge to replace parts that are physically inaccessible or require breaking down of walls or moving obstructions to gain access to the aforementioned part (s) - See Section 3.7.

(R) It is understood that part(s) replacement for each part may not identical in every house. Hence, the replacement cost may be different for identical parts due to these extraneous factors, difficulty of installation, hazardous conditions, time and labor considerations, etc.

SECTION 2 THE OWNER'S RESPONSIBILITY

2.1 The customer agrees to notify the servicer (Comfort Control) of any unusual operating conditions in or on their equipment, such as leaks, noises, smells or improper heating.

To the extent that deterioration of equipment shall result from the customer's failure to give prompt notice to the servicer (Comfort Control). Such deterioration will be deemed to be a condition resulting from improper operation by the customer.

Hence, the servicer shall have no responsibility for any work occasioned by the improper operation, negligence or misuse of the equipment or damage resulting from any of the events set forth in Section 3.

2.2 The customer agrees that only the servicer's (Comfort Control') authorized personnel will be permitted to service the equipment.

THIS SERVICE AGREEMENT DOES NOT COVER ANY SERVICE AND LABOR THAT IS NEEDED TO REPAIR SOMEONE ELSE'S WORK ON THE HEATING SYSTEM.

COMFORT CONTROL DOES NOT REPAIR or BE EXPECTED TO REPAIR OTHER COMPANY'S OR PEOPLE'S WORK FOR FREE !!!

2.3 It is the customer's responsibility to assure that the equipment is readily accessible for service. Tenants, authorized representatives or family members (of legal age) will be present to let our serviceman in.

2.4 The customer agrees that it is their responsibility for the replacement of controls essential to the proper and efficient operation of the boiler and to perform the routine maintenance

that is expected to be performed by the owner as is directed by the instructions on the heating equipment or as follows:

- Steam:** 1. Flush Low Water Cut-Off Weekly
 2. Check & Fill Water Level Routinely
- Hot Water:** 1. Oil Pumps Twice a Year
 2. Bleed Radiators Only As Necessary
- Warm Air:** 1. Oil Motor If Necessary
 2. Change Air Filter as Necessary

2.5 The customer will pay the established price for replacement parts not under warranty as listed in Comfort Control' base price book or for charges incurred as specified in Section 3 - Limitation of Liability.

2.6 The customer agrees to permit our personnel use of his common building maintenance tools such as ladders, etc. in the routine servicing of the equipment. This also applies to the use of electricity, gas and water to properly maintain the equipment covered by this agreement.

2.7 It is expected that the customer agrees that they and any other family, people, employees, etc. on the jobsite will treat ALL our workers and staff with due respect and courtesy as they would expect from us to them. Our mechanics and office staff are not paid to be abused by anybody and are encouraged to walk off the job if they feel threatened or are subject to verbal or physical abuse...

All our personnel are extensively trained in Comfort's Rules of Customer Service to:

- Make the customers feel heard.
- Make the customers understood.
- Make the customers know that liked and are part of our family of satisfied clients.
- Make the customers feel respected.
- Make the customers feel that we went out of our way to help them
- Make the customers appreciated and respected.

Our service techs are neat and respectable and treat your home as if it were there own

In the event that if any of our mechanics feel threatened, treated in a demeaning way by the words or physical actions of the client or if the client is preventing them from doing their work in a professional and expeditious manner, Comfort Control Metro reserves the right to stop work, stabilize the system so that there are no damages or possibility thereof and leave the premises.

Final deposition if and when the work will be completed and under any guidelines will be determined by telephone conference of the Comfort Control Service Manager and the client. If an agreeable means of completing the job and insuring payment can be made, work will be continued as if nothing has transpired.

If matters can not be straightened out: If there was any deposit before doing this work, it will be forfeited by the customer for the time and material wasted in our effort to do the job properly. Conversely, Comfort Control Metro will charge the customer for lost time and material --- even in the event that the work is not or will not be completed by our mechanics. If the customer has a service contract it will be cancelled for the same reasons as above with NO REFUND due.

2.8 It is the client's responsibility to make sure that their heating system complies with present Building Department, Insurance Company, NYS and Federal Energy Conservation Control Boards regulations. to see if it ...

It is recommend that our clients call COMFORT CONTROL and make an appointment to have this evaluation of your heating system performed.

It is NOT Comfort Control's responsibility to mandate that ALL our clients have this FREE service done automatically. This service requires the services of a seasoned professional not a tune up mechanic, who is there to clean and perform all the required safety checks for proper operation, carbon monoxide, combustible gases and metal fatigue.

SECTION 3 LIMITATION OF LIABILITY

3.1 Comfort Control's sole responsibility to the customer for any defective parts their mechanics may have supplied or any defective or improper installation will be to repair or re-install and replace such defective parts without charge.

3.2 In no event will Comfort Control be liable for any consequential, accidental or special damages for any delay in performing services or any improper performance of services under this service agreement.

3.3 Comfort Control Metro Corp. shall not be liable for any consequential or incidental damages of any nature, such as customer's loss of use of its residence or the cost of replacement shelter, heat or water, claims of personal injury and/or attorney's fees.

3.4 Comfort Control Metro Corp's maximum liability under this agreement shall not exceed the annual amount paid by the customer to Comfort Control Metro.

3.5 Comfort Control shall not be responsible for any delay or failure to render the services or to make delivery of any material or services as set forth herein due to federal, state or municipal actions or regulations, strikes or other labor troubles, fires, embargoes, accidents, traffic jams, restricted areas, telephone problems, war, weather, Acts of God and/or Nature or any other causes contingent to or any circumstances beyond its control.

3.6 Acceptance of this policy does not obligate Comfort Control Metro Corp. for secondary damages caused by any of the situations and abnormal conditions outlined in this Section 3 Limitation of Liability.

3.7 Comfort Control shall not be responsible for heating failure when home or house is unoccupied or if we are unable to gain access from requested service calls.

3.8 CUSTOMER'S REFUSAL TO FIX A PROBLEM

Comfort Control shall not be held responsible or provide free service calls to a customer who refuses to accept the judgment of the service technician or management of Comfort Control as to the means and/or methods to be employed for any repair work.

Comfort Control reserves the right to refuse service to customer that has been told in no uncertain terms what is wrong with their unit beyond one service manager visit to give a second opinion and still does not want to what was recommended by the company. Because of the time spent on the job and going to the customer's house 2 times – as required in Section # 5.3, there will be NO REFUND on the service contract.

3.9 TENANT / OWNER PROBLEMS

Comfort Control will not become involved in a tenant/owner dispute without monetary compensation beyond two (2) service calls in relation to the problem at hand and a letter on the company stationary, bearing the appropriate licenses, stating what was found during such service visits.

Appearances in court and other documentation will be charged at the prevailing hourly rate for a servicemen to the customer at rates at the time of occurrence.

3.10 Right of Refusal to Perform Services

- (a) Comfort Control reserves the right to refuse to enter or perform any work if the company or its representative feels their well being may be jeopardized; whether by the actions of the client, friend, tenant or anyone associated with the building covered by this service agreement.
- (b) Comfort Control reserves the right to refuse to enter or perform any work if there are unsanitary conditions present where our mechanics have to work, such as but not limited to:
 - 1) Dog, cat or rat excrement (including human excrement)
 - 2) Fleas, Ticks and other such infestation
 - 3) Sewage Back Up
 - 4) Garbage piles that our mechanics must navigate around
- (d) Comfort Control reserves the right to refuse to enter or perform any work if there are any animals (dogs, snakes, zoo or farm animals) that are not properly contained as not to put our representative's health in danger

Inaccessibility

- (e) Comfort Control reserves the right to refuse to enter or perform any work if the area we must work in is blocked in --- is inaccessible --- by walls, improper installation, piping, etc.
- (f) Comfort Control reserves the right to refuse to enter or perform any work if the stairs are broken or the passageway to the boiler room is blocked and the men have to climb over boxes, bags, mattresses, furniture, tires, etc.

3.11 It is understood that the service rendered shall never involve breaking into walls or the repair and/or replacement of controls, wires or pipes concealed behind walls or ceilings or are virtually inaccessible due to its placement. **THERE WILL BE A LABOR CHARGE TO PERFORM THESE SERVICES** in accordance with the charges listed on Page 5, "Minimum Charges"

3.12 WORK DONE BY OTHER PEOPLE or ANOTHER COMPANY

This agreement does not cover service calls that are necessary because of the problems caused by any work done to the heating or hot water system by any other person or company other than Comfort Control' authorized personnel.

Accordingly, a separate labor and parts charge will be made to correct said problems.

Any changes, adjustments or repairs made by others, unless authorized by Comfort Control in writing shall be grounds for termination of this service agreement by Comfort Control and release Comfort Control of any obligation hereunder. (Also See Sect. 2, Paragraph 2.2)

3.13 GAS LEAKS / UTILITY REGULATIONS

It is understood that the servicer, Comfort Control, does not trace gas leaks under this agreement.

According to the New York State Power Authority, the FIRST RESPONDER in a gas leak situation should be your local utility. It is the responsibility of the local utility.

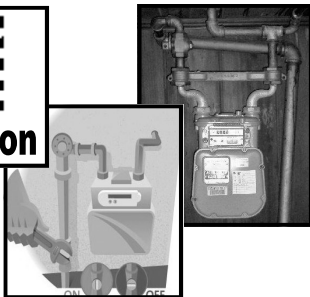
Consolidated Edison, National Grid, Orange Rockland Gas & Electric and NJ PSE&G --- all maintain an emergency gas leak detection service that will ascertain the legitimacy of such a complaint and will inform you (the customer) what is needed for its safe repair. The utility has the right to shut off all the gas going into the house and leave you without heat, hot water or stove gas...until the utility or the NYC Building Department OK's the gas to be turned back on which could take weeks depending upon the severity of the leak.

Con Ed may require a 'BLUE CARD' which entails having the gas pipe inspected by a NYC Building Department Inspector --- Don't expect this to be done overnight --- The city is just that, it moves slowly and it takes time to get permits and inspectors in it back on....

This service contract does NOT cover this in any way. However, COMFORT CONTROL will give you an estimate on repair, filing and eventual turn on.

Since this work is not covered by this service agreement, there will be a service charge of time and material. However, a "discount" will be given on the work performed by Comfort Control in consideration of this agreement.

CON ED GAS SHUT OFF - BLUE CARD



--- And What It Takes to Have the Gas Turned Back On !

When Con Ed mechanics SHUT DOWN your gas, you have a BIG PROBLEM, no matter what the mechanic in the field says to you to get out of the house.

"Just call your licensed plumber to have it turned back on" or "We'll come back to turn it back on when it is fixed" is ONE BIG LIE ! The individual Con Ed mechanics use these lines to

get out of your house without a fight or causing a scene.

No customer wants their cooking stove, gas heating unit and gas hot water heater shut off for any period of time. Situations do arise and Con Ed mechanics know this and let the customer find out on their own after they shut it off what they are up against...

Yes, this is against Con Ed Policy, but Con Ed management is NOT out in the field, these mechanics are; and they are more than willing to pass off your problem to the anonymous people on the Con Ed phones. SAFETY IS THEIR PRIMARY CONCERN and they will tell you this over and over again until the proper authorities inspect the work and this will take time !!!

Comfort Control can then be contacted concerning its repair or to perform a pressure test to locate the leak and/or obtain a blue card from the city to get the gas turned back on.

A "discount" will be given on the work performed by Comfort Control in consideration of this service agreement.

Comfort Control Metro does NOT maintain an EMERGENCY Gas Leak Service but does provide a gas pipe pressure testing service on a non-emergency basis for a separate charge.

Again, this is plumbing repair work and is not covered by this service agreement. Estimates on this repair, however, will be given for FREE.

The Con Edison / National Grid Emergency Gas Leak Telephone Numbers are:

Bronx	1-800-752-6633 or 1-800-75-CONED
Manhattan	1-212-683-8830 or 1-800-75-CONED
Queens	1-718-261-8130 or 1-800-75-CONED
Westchester	1-800-752-6633 or 1-800-75-CONED
Brooklyn, Queens and Staten Island	1-718-643-4050 or 1-800-75-CONED
National Grid Territory / Billing:	1-800-490-0045

For Gas Emergencies:

If you have a gas emergency, such as a gas leak, leave the premises immediately if the odor is strong. If the odor is faint, open a window to air out the area, if possible, before you leave.

Do not operate any electrical equipment at the location, not even a light switch. Report the leak to Con Edison by calling the emergency numbers listed above. Con Edison's emergency phone service operates 24 hours a day. --- [See Addendum # A on Page # 26](#)

3.14 CARBONIZED BOILER

The repair and cleaning of any boiler that is carbonized with either red rot or black soot is not covered by this agreement and a separate labor charge will be charged. If boiler itself is carbonized or leaking, there usually is no alternative but replacement. Carbonized boilers are not to be fooled with.

This condition is considered unusual and the corrective service that is necessary is extremely dirty and hazardous and is not covered by this service agreement. Deterioration resulting from a carbonization is deemed to be a condition resulting from improper operation by the customer.

Carbon is also like a cancer. Once it is there, unless it can be completely eradicated, it never goes away. Even a thorough scraping, cleaning and vacuuming, if one iota of carbon is left in there, it will build again quickly. This is an almost impossible task.

--- Just as with the real disease, if the doctors or mechanics don't get everything, it will spread like wildfire. What makes matters worse is that if there are people living by the boiler, they could suffer severe injuries due to carbon monoxide poisoning from this.

Comfort Control mechanics check for carbon monoxide readings with electronic monitoring devices on every service call to make sure there are no signs of carbonization on the unit that they are working on.

Tell-tale signs of a carbonization are:

1. Black Soot On Top Of The Boiler
2. Extensive Heat In The Boiler Room
3. Strong Musty Odor
4. Yellow Flame - Bright Light Emanating From beneath your Boiler
5. Flame Coming Out Of The Side Or Front Of The Unit
6. High Fuel Bills

In No Event shall Comfort Control be liable for special or consequential damages due to this condition.

Carbon Monoxide is a silent killer... These are a few warning signs of carbon monoxide poisoning:

- (1) Black & Discolored markings on the boiler and walls in the boiler room and hallways**
- (2) Musty odors in the house**
- (3) Dryness of throat and nose**
- (4) Recurring headaches**
- (5) Colds that won't go away**
- (6) Blurred vision**
- (7) Shortness of breath**
- (8) Waving flames in the combustion box on bottom of the boiler**
- (9) Visibly rusted appearance of boiler**
- (10) Burned and dried out wires on the boiler**
- (11) Rusted Out Burners**
- (12) Rusted Flue Pipe**

Carbon Monoxide results from basically UNBURNT GAS, which you just paid for. The heat from a carbonized flame is about 400° as compared to 1,200° for a proper blue and orange flame...

Because of the condition of the boiler we do not even consider scraping the unit because there is NO GUARANTEE with this procedure, we do NOT recommend it. The heat from a carbonized flame is about 400° as compared to 1,200° for a proper blue and orange flame...

Figure it out, you are losing 75% of the efficiency of your boiler right there. You know your gas bills, we don't, this is the reason it was so high !

There is a "reason" for the carbonization which can range from insufficient combustion air to bad controls. In many case this can not be determined until the boiler is 'carbon-free'. Hence, Comfort mechanics may not be able to give you the complete price until after the carbon is extracted and the boiler cleaned.

Carbon is a carcinogen and our mechanics have to take special precautions and wear special clothing and masks because of this.

This service contract does NOT cover this in any way. However, COMFORT CONTROL will give you an estimate on repair, cleaning and scraping and subsequently correct any such problem. Since this work is not covered by this service agreement, there will be a service charge of time and material. However, a "discount" will be given on the work performed by Comfort Control in consideration of this agreement.

3.15 CHIMNEY

Comfort Control is NOT a chimney cleaning or maintenance company and since it is not, cannot be held liable or responsible for any problems resulting from poor draft conditions, blockages, fallen bricks, dirt, etc. in the chimney.

In the event that there are any problems with the chimney or draft, Comfort Control will at no charge to the customer, go and inspect the problem and give an estimate for corrective work.

In situations where it is dangerous and carbon monoxide is backing up into the house, our mechanics are required to shut the unit down !!!

3.16 PLUMBING AND ELECTRICAL WORK

We, at COMFORT CONTROL METRO, have found out that because of our exceptional gas heating emergency service, people call us first for PLUMBING PROBLEMS --- because they know we will respond to lend a helping hand !!!

Since our mechanics were helping our gas heating contract clients out as a courtesy anyway, we have decided to completely eliminate our Plumbing Service Contract and have our men provide temporary help out for FREE !!!

They'll do what they can do to assist you in any way and put a stop to the whatever emergency or problem you may be having and then give you a FREE estimate on what it would cost to repair it professionally or recommend a company that can help you out from water mains to sewer pipes to drain cleaning.

You are under NO OBLIGATION to go with us or the plumbing companies we recommend, but, at least you will know the exact cost of repairs & then you can do what you'd like, call Uncle Bob, your sister's husband or a friend of a friend.

— But, you will not be at the mercy of any unscrupulous 'know it all' friend or relative that will drain your pocketbook and not do the job right — We will leave you with your problem under control, or refer you to a professional that handles what we do not do & give you the time to make the right decision (to Use COMFORT'S Professional Mechanics) without being under the gun!

It is understood that this agreement does not cover any plumbing or electrical work, i.e. faucets, water mains, lights fuses, circuit breakers, etc.

Like doctors, Comfort Control specializes in a specific aspect of the plumbing trade: all piping related to the boiler, radiators and the heating and hot water system. In turn, leaky pipes are also are specialty.

Comfort Control will be happy to send their technicians over to look at --- FREE ESTIMATE -- and subsequently correct any such problem. Since this work is not covered by this service agreement, there will be a service charge of time and material. However, a "discount" will be given on the work performed by Comfort Control in consideration of this agreement.

Comfort Control Metro also has a network of plumbers that span the spectrum of plumbing problems that we recommend. These companies are not associated with Comfort Control Metro in any way; but through our experience and that of our clients who have used them, they have a good track record and a fine reputation. Therefore, we are most pleased to provide these references.

Comfort Control Metro Corp or any of its staff do NOT receive commissions or accept any remuneration for making any referral or endorsement.

Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our recommendation or endorsement.

3.17 FROZEN PIPES

By the very nature of the term “frozen pipes”, this is considered plumbing work and as such is not covered by this service agreement. This agreement does not include work required due to negligence, misuse of equipment, or damage due to freezing, flood, fire, or acts of God.

However, a “discount” will be given on work performed in consideration of this service agreement.

3.18 LEAKY AND ROTTED PIPES

Again, by the very nature of the term “pipe”, this is considered plumbing work and as such is not covered by this agreement. However, a “discount” will be given on the work performed by Comfort Control in consideration of this service agreement.

3.19 CHIMNEY

Comfort Control is NOT a chimney cleaning or maintenance company and since it is not, cannot be held liable or responsible for any problems resulting from poor draft conditions, blockages, fallen bricks, dirt, etc. in the chimney.

In the event that there are any problems with the chimney or draft, Comfort Control will at no charge to the customer, go and inspect the problem and give an estimate for corrective work.

In situations where it is dangerous and carbon monoxide is backing up into the house, our mechanics are required to shut the unit down !!!

3.20 In no event will Comfort Control be held liable for any consequential, incidental or special damages for any delay in performing its service or any actions deemed improper in the execution of its service.

Damages from Catastrophic Events and Improper Usage

3.21 Comfort Control Metro reserves the right of coverage to normal wear and tear of the heating unit(s). Damages that occur in the event of extreme circumstances, are abusive in nature, and/or an act of nature or God beyond control are not covered, but may be covered by home owner’s insurance.

3.22 In no event will Comfort Control be held liable for any consequential, incidental or special damages resulting from but not limited to the events listed as follows that may be covered by home owner’s insurance:

(A) Damages resulting from vandalism, fire, smoke or the use of water or other means to extinguish fire.

(B) Damages resulting from explosion, nuclear reaction or any hostile or warlike action.

(C) Damages resulting from natural phenomena, including but not limited to weather conditions, floods, deep freezes, hurricanes, windstorms, earthquakes, acts of nature and/or acts of God.

(D) Damages resulting from freeze-ups of any kind

(E) Damages resulting from negligence, labor disputes, of or repairs caused by negligence of the customer or any company in the care, maintenance and upgrading of the equipment or building.

(F) Damages resulting from alteration, improper use, abuse, tampering or failure of the customer to follow normal operating procedures outlined in this service agreement or in

the manufacturer's applicable operating instructions - improper installation is the responsibility of the installer.

Examples of the foregoing, but without limitation are:

1. Use with inadequate or defective wiring or voltage.
2. Use with inadequate or defective plumbing, water supply or water pressure.
3. Use with improper ventilation
4. Non-compliance with local or other applicable building, plumbing or electrical codes, ordinances or regulations.
5. Use with inadequate, damaged or clogged chimney.

In the event that there is a problem with the equipment or the heating or domestic hot water systems, Comfort Control will at no charge to the customer go and inspect the equipment and give an estimate for the work that is required for proper operation and do whatever is deemed necessary by their mechanics to leave the unit and/or building safe.

In such situations, Comfort Control Metro will respond to the best of the company's ability and work with the homeowner's insurers at the client's behest, to help the client in facilitating matters to restore heat and hot water back to the building.

3.23 UPGRADING THE EQUIPMENT

Comfort Control, upon request from the customer, will give an estimate at no charge for the upgrading and improvement of the equipment or the heating distribution system or the design and technological improvement of the controls.

The cost of this work will be consistent with the company policy of discounts for service agreement holders.

3.24 INSURANCE COMPANY / BUILDING DEPT --- REQUESTS & DEMANDS

Comfort Control shall not be required to furnish any items of equipment, labor or other service which are recommended by insurance companies or any government agency - including the conducting of any test required by the foregoing without charging for it.

3.25 THE YESTERDAY / TODAY CLAUSE

Comfort Control shall not be held responsible for missing parts and controls that is presently deemed necessary for sale of the building, proper operation by "today's" standards, compliance to "today's" city, state and federal safety and energy costs and regulations - and not installed or wired onto the customer's equipment.

This will be considered a design problem and both labor and parts are NOT covered by this agreement. However, a "discount" will be given on the work performed by Comfort Control in consideration of this service agreement.

3.26 DEFECTIVE DESIGN and/or OPERATION --- NEW STANDARDS

Comfort Control shall not be held liable for any damages whatsoever which are occasioned by defective designs, material, defective operation or malfunctions of equipment or for any equipment which the owner specified or which is designed by people other than Comfort Control' authorized representatives.

Defective Design also pertains to original installations of boilers, furnaces and water heaters that have been in operation for years without problem and was thought to be 'normal or safe'

in the past but do not comply with today's safety standards for boiler operation. --- See also Page # 10, Section # 3.3 ---

As Building Department Regulations and New York State and Federal Energy Conservation Guidelines and Mandates are enforced, the heating service industry approach to repairs has changed dramatically. No longer do service mechanics turn a blind eye to design flaws, inefficient operation, water leaks, corroded pipes, old controls, etc.

Our mechanics are required by our own management to do carbon monoxide testing on every service call they make. Tune Up & Cleanings pick up old boilers suffering metal fatigue and units that do not measure up to today's safety standard regardless if the units have been providing heat for an extended amount of time.

We MUST comply with new regulations set forth by insurance companies, the Building Department, the Department of Consumer Affairs, local Licensing bureaus and COMFORT CONTROL METRO CORP. management to insure the safety of our clients heating and hot water system and inform the customer of any defects, abnormalities, inefficient gas/fuel usage and compliance with present day standards.

However, some insurance companies do require many of these items to be there in order to give you insurance on your building.

When you get "caught" and eventually you may, whether on your yearly boiler inspection, spot city inspection, if anyone calls in a building or heating complaint to the city on you, Con Ed or your local Utility complaint, fire department or insurance company inspection or when you are selling the building...

You may / will be forced to have your boiler, furnace or water heater upgraded to comply with present standards.

Comfort Control does NOT want you come back at a later date and ask why you were not informed of these deficiencies before. Many clients do not want to hear it if their units are providing them heat and hot water. Many just ignore the serviceman. Many just dismiss it until a city agency forces them to deal with it.

Service companies can not force their clients to comply with today's standards. We can not put a gun to your head to correct it, but we want our clients to know that it is their responsibility just as it is in calling to have their Clean & Tune Up done to make sure that they should call COMFORT CONTROL and make an appointment to have an evaluation of your heating system to see if it complies with present regulations and safety guidelines...

We recommend it. It is NOT Comfort Control's responsibility to mandate that ALL our clients have this FREE service done automatically. This service requires the services of a seasoned professional not a tune up mechanic, who is there to clean and perform all the required safety checks for proper operation, carbon monoxide, combustible gases and metal fatigue.

3.27 Complete Replacement of Boiler, Furnace, Water Heater or Radiators

This service agreement does NOT cover the complete replacement of the boiler, furnace or water heater or any part of the labor or material involved.

Comfort Control, upon request from the customer, will give an estimate at no charge for the replacement of any unit, upgrading and improvement of the equipment or the heating distribution system or the design and technological improvement of the controls.

The cost of this work will be consistent with the company policy of discounts for service agreement holders. --- [See Addendum # B on Page # 28](#)

3.28 When Our Mechanics Touch Your Unit...

As with any old piece of equipment, when a mechanic touches the unit to test controls or drain water out, there is always the chance that the valve he opens will not shut properly or a control board sparks and burns out when testing.

This is a risk that both the customer and our mechanics **MUST** take in order to properly service or diagnose the problem you are having. It is not the mechanic's fault and the company, COMFORT CONTROL METRO CORP. will not be held responsible for any controls, shut off valves or drain valves that prove to be defective or consequent damages when the serviceman touches it.

If a plumbing shut off valve or a drain valve is about to go, actually using it to drain or shut off water and it leaks or does not work at all after the mechanic touches it means it has to be replaced !

--- not that it was the serviceman's fault that he tried a valve that should be in proper working condition and shut off and it didn't close!

This is not a "got-cha" moment but normal service procedure and the risk that both you and the mechanic **MUST** take to make sure your heating unit is in proper operating condition. If it isn't working, it is because the piece is no good --- not because the mechanic touched it to see if it works.

Similarly, when a serviceman opens an electrical box / control and it throws off sparks or pushes the relay clapper or pulls at the wires in that box or control and it blows out (sparks, fire, burn), it is because the control is no good.

Controls in good condition do not do this if cajoled, moved, prodded and tested. Our mechanics are not there to break things but to test and make sure everything works safely and properly.

We are called in to fix a problem and Comfort Control Metro does not assume any responsibility for a customer's part when we find out that it is no good.

- (1) Turning on a switch to turn on the boiler,
- (2) Pulling wires to check if they are loose,
- (3) Jumping controls to check continuity
- (4) Tightening Screws on Circuit Boards,
- (5) Turning on Draw Cocks (faucets) to drain water,
- (6) Shutting Off Water Valves

are all standard procedures. The mechanic cannot fix the boiler without touching and testing the controls.

If the serviceman finds the problem when doing this, it is not his fault that he finds it. Loose wires, loose connections, faulty circuit boards are the # 1 problem that our servicemen find when checking out a heating unit. The reason why we are there is that something is wrong!

--- And we are there because you, the customer, called us in for repair.

If the boiler or a control starts to smoke, this is what he is trying to find: **WHAT IS WRONG !**

When this occurs, it is considered a "find" that we now know what is the problem or a key link to what is actually causing the problem...

IT IS NOT THE SERVICEMAN'S FAULT THAT HE WAS THERE & FOUND THIS WHEN HE WAS CHECKING OUT THE UNIT!

Conversely, should the customer be held liable if the serviceman is shocked because of a loose wire when he touches a control? The loose wire was there when he walked in!

SECTION 4 ASSIGNMENT

This service agreement may not be assigned to any other person or corporation without written consent of the servicer. The servicer has no obligation to any person or corporation in the event the building is sold.

SECTION 5 TERMINATION of SERVICE AGREEMENT

5.1 By Client

Cancellation of this agreement by the customer must be done in writing and sent by certified mail (with return receipt for your proof of mailing) addressed to: Comfort Control Metro Corp., 2755 Webster Ave., Bronx, New York 10458-3708.

5.2 COMFORT CONTROL METRO CORP OPTION TO CANCEL

If the equipment is sold, removed from the location or replaced with other equipment, the servicer (Comfort Control) may terminate this agreement.

Comfort Control Metro Corp. reserves the right at its sole discretion to cancel any contract in the event that Comfort Control Metro Corp. determines that:

- 1) Covered equipment becomes unserviceable due to factors such as age, environment, unavailable parts, safety concerns, etc.
- 2) Unsafe working conditions
- 3) Abuse or neglect of equipment
- 4) Failure to make payments according to this agreement
- 5) Failure of customer to follow the advice of Comfort Control mechanics & staff
- 6) Any of the conditions noted in Section 3 of this agreement

Service Agreements may be cancelled by Comfort Control Metro Corp. without notice for non-payment of any bill or unsafe working conditions.

Cancellation for any other reason will be made by mail to the address listed on this agreement 10 days prior to cancellation.

5.3 CANCELLATION - REFUND

If the servicer, Comfort Control, has made one service call at the location prior to the expiration or termination of this agreement, the servicer will refund to the customer the difference between the cost of the service agreement minus what a service call would have been for the work that was performed on that call and at the time of day that call was done.

In the event that this call was made at night, when it is possible that the service call itself would cost more than the service agreement - No refund will be given.

If more than one (1) service call was made to the premises by the servicer prior to termination

-- NO REFUND WILL BE GIVEN --

If NO SERVICE CALLS were made during the time the contract was in force, the refund will be pro-rated on the basis of time - the length of this service agreement was in effect before termination - the portion of the period following termination will be refunded to minus a 18% processing and insurance fee.

SECTION 6 **RENEWAL OF SERVICE POLICY**

This service agreement and the terms hereof are renewable by the mutual consent of the customer and the servicer, Comfort Control.

At the expiration of the term of the agreement, the servicer will send a notice to the customer as a reminder to renew this agreement with the new dates of coverage.

Customer acknowledges that full payment for the initiation or renewal of this service agreement constitutes full acceptance of all terms and conditions of this agreement.

Comfort Control Metro Corp has the right to change price and terms of the agreement at the time of renewal.

SECTION 7 **OPEN BALANCE**

The terms of this service agreement will be terminated or suspended while the customer has an outstanding balance with the servicer, Comfort Control Metro Corp. and No service calls will be made during that period until such time as the arrears are paid in full, without Comfort Control Metro Corp. being liable to the Customer for credit or counterclaim.

In the event of default by purchaser, purchaser further agrees to pay attorney's fees necessary for the collection of any sums due hereunder, in the amount of twenty percent of outstanding balance, (minimum charge, Seventy-Five Dollars - \$75.00).

SECTION 8 **ACCEPTANCE OF THIS SERVICE AGREEMENT**

Customer and Comfort Control acknowledges that full payment for this service agreement constitutes full acceptance of all the terms and conditions of this service agreement, Form 'UNLIM SRV CONT 2001'.

SECTION 9 **POLICY RESTRICTIONS**

The Equipment MUST BE In Proper Working Condition Upon Inspection By Comfort Control's Authorized Personnel Before This Agreement Will Become Effective.

Once this Policy is in Effect, Renewal of this Policy will be Automatic in Accordance with the Terms Listed. This Agreement is Not in Effect Until Payment is Made in Full.

If any provision contained in this agreement is deemed to be unenforceable or invalid, it will not affect or void the remainder of the Comfort Control metro Corp. Service Agreement.

This service agreement can only be modified by written agreement signed by both the client and a representative of Comfort Control Metro Corp.

The laws of New York State shall govern the terms and conditions of this agreement. Any action brought against Comfort Control Metro Corp under this agreement shall begin in the appropriate court in Bronx County of New York City.

SECTION 10 “Legalese” --- The Lawyer’s Statement of Liability

As with any legal document, lawyers become involved. Comfort Control Metro Corp has taken great strides to explain in what is considered ‘Plain English’ in the first 9 sections of this agreement along with significant information concerning boiler, furnace and water heater maintenance along with specific information on our company and its Strict Code of Ethics, its Professional Model of Operation, Mission Statement and COMPANY POLICY.

Now it is the lawyer’s turn to be more specific than we may have been up to this point --- to protect not only our rights but the client’s as well.

10.1 General Conditions

This plan covers repairs specified herein which result from normal heating operation during the effective period of the plan. In the event of service calls not covered under the plan, customer will be charged for all repair service and equipment at the prevailing rate.

Comfort Control Metro shall not be liable for pre-existing conditions, blown fuses, customer’s failure to turn on main switch, or any other cause not related to normal operation of the equipment or which may affect the ability of Comfort Control Metro to fulfill its obligations under the terms of the plan.

It is the customer’s responsibility to assure that the equipment is readily accessible for service. This agreement does not include parts or labor required as a result of abnormal conditions such as water damage, fire, flood, freezing, hurricane, or other such acts of God, power interruptions, or responsibility for secondary damage or for the loss or damage resulting from delays or failure to render service due to conditions beyond Comfort Control Metro control.

The plan covers residential natural gas equipment only, up to 300,000 BTU input. Commercial units and space heaters are excluded from this plan. Water heater coverage does not include tank replacement. This agreement is subject to Comfort Control Metro inspection and approval. At Comfort Control Metro written discretion the inspection may be waived.

COMFORT CONTROL METRO reserves the right to reject this agreement after inspection of the heating system.

The term of the plan shall be (1) year from the date of initial acceptance or yearly anniversary of such date and shall automatically be renewed for each succeeding year thereafter unless Comfort Control Metro is notified.

This agreement must be cancelled by either party, in writing within 30 days of renewal billing. The contract is not pro-rated and unless written notification is received within 30 days of billing, the full contract is due and payable. --- See terms on Page # 21 Section 5.3

10.2 Professional Recommendation

Comfort Control Metro reserves the right to suspend coverage on any equipment that Comfort mechanics determines to be irreparable, or otherwise in need of replacement. Comfort Control Metro mechanics or office will make the customer aware of the suspension of coverage verbally at the time of diagnosis. Further calls required on aforementioned equipment shall be billed at Comfort Control Metro’s then prevailing time and material rates in addition to any applicable charges. Comfort Control Metro shall have no obligation to repair or replace any equipment that, in Comfort Control Metro’s sole discretion, is obsolete or irreparable.

10.3 Customer's Responsibility to Facilitate Service

Comfort Control Metro abilities to fulfill service obligations under the terms of this contract are dependent on the customers' performance providing accurate information for diagnosis and access to equipment.

Customer agrees to pay Comfort Control Metro then prevailing rate plus any applicable charges for recuperation of losses resulting from Comfort Control Metro response to service requests based on misinformation or misrepresentation as to the nature, cause, corrections, severity or other pertinent factors directly or indirectly contributing to service requests and Comfort Control Metro response thereto.

10.4 Exculpatory Clause

Buyer agrees that Comfort Control Metro is not an insurer and no insurance coverage is offered herein. Comfort Control Metro is not assuming liability, and, therefore shall not be liable to buyer for any loss, personal injury or property damage sustained by buyer or others as a result of odors, fire, equipment failure, tank failure, leaks, smoke, vapors, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Comfort Control Metro negligent performance or failure to perform any obligation. Buyer releases Comfort Control Metro from any claims for contribution, indemnity or subrogation.

10.5 Credit Authorization

The customer authorizes any credit reporting agency to furnish credit information to Comfort Control Metro from time to time during this or any subsequent renewal term of this contract.

10.6 Credit Default

Customer agrees to pay all invoices rendered by Comfort Control Metro within ten (10) days of their date. If Customer is late in payment, Customer agrees to pay a finance charge of 1½% per month on the outstanding balance until paid. Comfort Control Metro shall be entitled to recover legal fees if customers account is placed out to collections.

10.7 Liability

Comfort Control Metro is not responsible for damages or loss caused for failure to make a delivery, or other conditions, which may arise and prevent the operation of the heating system. Comfort Control Metro shall not be held responsible for failure to make a delivery due to shortages, strikes, force majeure, or conditions beyond Comfort Control Metro's control. The buyer is responsible to provide supplemental heat or take steps to prevent freeze-up in the event of heating system failure, and to monitor premises and ensure proper temperatures are maintained.

10.8 Waiver Of Subrogation Rights

Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation buyer's insurance carrier may otherwise have against Comfort Control Metro or Comfort Control Metro subcontractors arising out of this agreement or the relation of the parties hereto.

10.9 Legal Action

In the event of buyer's default in any provision of this contract Comfort Control Metro shall be permitted to terminate buyer's access to Comfort Control Metro online account management website.

In the event Comfort Control Metro institutes legal action or arbitration to recover any amounts owed by buyer to Comfort Control Metro, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and until paid. Should Comfort Control Metro prevail in any litigation or arbitration between the parties subscriber shall pay Comfort Control Metro legal fees.

Any action by subscriber against Comfort Control Metro must be commenced within one year of the accrual of the cause of action or shall be barred. The parties waive trial by jury in any action between them. Buyer submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York, County of the Bronx.

All actions or proceedings against Comfort Control Metro must be based on the provisions of this agreement; any other action that subscriber may have or bring against Comfort Control Metro in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party.

10.10 Full Agreement / Severability

This agreement constitutes the full understanding of the parties and may not be amended or terminated except in writing. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. Comfort Control Metro, reserves the right to cease service without notice, if unable to perform or customer is delinquent on payments. Comfort Control Metro reserves the right to reject this agreement after inspection of the heating system.

Insurance Certificates & Licenses are furnished upon request.

This contract form serves as the basis of all other Comfort Control Metro Corp's service agreements...

If you have purchased a Commercial Service Agreement or a Multiple Unit Service Agreement, An Addendum will be attached after these pages and the type of contract will be noted on a separate service ticket or on a letter with the Comfort Control Metro letterhead on it.

There are 12 Addendums (A, B, C, D, E, F, G, H, I, J, K & L) attached and are part of this service agreement and gas heating unit manual.

**LICENCES & INSURANCE
FURNISHED UPON REQUEST**

COMFORT CONTROL
GAS HEATING & PLUMBING
2755 Webster Ave.
Bronx, New York 10458-3708



NOBODY SERVES YOU BETTER
- COMFORT CONTROL -

New York City Licensed Master Plumber # 1608
Westchester County Master Plumber Lic. # 968.
All Plumbing Work performed by COMFORT PLUMBING SERVICES INC. in NYC & Westchester County

Bronx, Brooklyn & Queens 718-220-4400
New York City 212-397-4400

Westchester County 914-376-4400
Fax: 914-813-2034

Addendum 'A'

GAS LEAK - IMPORTANT SAFETY INFORMATION

Addendum 'A'

A gas leak in or around the home can be quite dangerous. Therefore, natural gas safety is something everyone should know about.

To help ensure that you can feel safe enjoying the convenience of natural gas, acquaint yourself with the signs of a gas leak.

To detect any possible gas leaks, keep an eye out for the subtle signs of gas in your surroundings. Never ignore even the slightest indication of natural gas in or around your home.

Know The 3 R's of Natural Gas Safety: Recognize, React & Report

Natural Gas Emergencies include:

- A strong odor of natural gas inside or outside your home
- A natural gas appliance that will not shut off
- Suspicion of a carbon monoxide leak



What to Do During a Natural Gas Emergency

If you are facing any of these situations, Don't wait!

If you suspect a gas leak in or around your home stay calm and be safe. If you can safely do so, quickly shut off the gas.

If you cannot safely reach the gas shut off valves simply evacuate to a safe distance. Once you are at a safe location, call your gas company for a leak inspection. In other words, take the following action immediately:

- MOVE to a safe environment.
- CALL 911 and your local natural gas utility (not Comfort Control) at once to report the natural gas emergency.
- DO NOT smoke or operate electrical switches or appliances of any kind. Do not operate anything that may produce a spark that might ignite the natural gas!

How to Recognize a Natural Gas Leak

Natural gas is a combustible mixture of hydrocarbon gases and in its pure form it is colorless, shapeless, and odorless. The characteristic "rotten egg" odor we are used to is actually an odorant added by the utility company called mercaptan and is added as an aid in detecting leaks.



Leaking natural gas may present hazards including:

- Fire
- Explosion
- Asphyxiation (Because natural gas displaces oxygen in confined spaces)

Some signs of a natural gas leak inside your home include the following:



- Distinctive "rotten egg" odor
- Hissing or blowing sound.



Some signs of a natural gas leak outside your home include the following:

- Dying Plants – plant life near a gas leak will become sickly and eventually die.
- Plants that die for no apparent reason could be a sign of a gas leak
- Dead or discolored vegetation in an area that has otherwise healthy plants;
- Dirt or dust blowing out of a hole in the ground;
- Bubbles in standing water.



Combustibility of Natural Gas

Natural gas by itself cannot burn and must be mixed with air to ignite. But in order to ignite it must also have an ignition source like a pilot light, match or lighter, or in some cases, an electric arc from a light switch, motor or old doorbell.

What to Do if Natural Gas Has Ignited

Interestingly, burning natural gas will not explode. If you have a situation where natural gas does ignite, it is recommended to let it burn. Do not attempt to put out the flame as this may fill the home or room with natural gas, creating a more dangerous situation.

What to Do if You Smell Natural Gas Inside the Home

Small Leak: *If you suspect a small natural gas leak proceed as follows:*

- Open all doors and windows.
- If it is possible, check to see if appliance burners are fully off and any pilot lights are lit.
- Call the utility company and follow their directions.

Large Leak: *If the gas odor is pronounced and strong and you suspect a possible significant natural gas leak proceed as follows:*

- Do not try to find the source of the natural gas leak.
- Do not try to shut off any gas valves or appliances.
- Do not operate any electrical or mechanical devices (including phones or computers).
- Do not start any vehicles or use a garage door opener.
- Leave the home removing all occupants.
- Call the utility company and follow their directions.
- Do not re-enter the home or return to the area until the utility company employee says it is safe.

COMFORT CONTROL

GAS HEATING & PLUMBING

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Westchester County Master Plumber Lic. # 968.**

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Website: www.comfortcontrolmetro.com

Addendum 'B'

Addendum 'B'

The following bears Repeating and Re-enforcing: Comfort Control Metro's "UNLIMITED SERVICE CONTRACT" does NOT cover in any way:

- 1) Replacement of the Entire Boiler --- Yes, We do this work and will give a FREE ESTIMATE on it and do an engineering study to make sure what is the right size, model and type boiler you need.
- 2) Replacement of the Entire Water Heater --- Yes, We do this work and will give a FREE ESTIMATE and do the work immediately on an emergency basis
- 3) Replacement of the Entire Furnace --- Yes, We do this work and will give a FREE ESTIMATE on it and do an engineering study to make sure what is the right size, model and type furnace you need.
- 4) Replacement of Radiators --- Yes, We do this work and will give a FREE ESTIMATE
- 5) Any Plumbing Work --- Yes, we do have a plumbing division and we will give a FREE ESTIMATE on the repair or replacements that our plumbing department does do. This is the age of specialization: WE DO NOT DO DRAIN CLEANING.
- 6) Any Electrical Work --- Yes, we do have an electrical division that pertains ONLY to the electrical peculiar to the boiler. However, we will give a FREE ESTIMATE on the repair or replacements of broken wires if it is work that our men perform. This is the age of specialization: WE DO NOT BREAK INTO WALLS TO RUN WIRES.
- 7) This Service Agreement Does NOT Cover LABOR Required to Install Parts or to Correct Problems Not Covered by this Agreement – as stated at the very beginning of our contract Section 1.1 on Page # 2

We make **NO REPRESENTATION**, written or verbal --- by our advertisements, by our mechanics in the field or our customer representatives on the phone that our service contract covers the above items.

Company policy and rigid regulation on the part of our staff specifically enforce that no misrepresentation of the above items is ever made or even implicated and we are using this forum to emphasize our steadfast adherence to this policy.

This is **NOT** an insurance policy and it is not to be construed as such. This is a service and maintenance policy. Section 10.4 also clearly states 'Buyer agrees that Comfort Control Metro is not an insurer and no insurance coverage is offered herein.'

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Addendum 'C'

Insurance Regulations – Water Heater

Addendum 'C'

[Insurance Regulations Now Mandate Us to Inform You of the following:](#)

The average lifespan of a water heater is 8 to 10 years - a figure used by most utilities, the American Gas Association and many water heater makers.

If there is a problem with your water heater and our serviceman sees any sort of metal fatigue, Comfort Control Metro company policy now is to alert the client to make sure that they are aware of it and to prepare for it financially.

They may not breach the subject with you at the time of their inspection / finding but will check with the service manager to confirm his findings and a letter will go out to the customer informing them of the possible problem.

Our biggest concern – and yours - is what gets damaged when the tank starts to leak badly (Niagara Falls). Don't forget there is no automatic shut off --- unless you realize that you have No Hot Water or actually see or hear the leak --- the water leaks until you manually turn the water off...

--- Otherwise, it continues to leak water damaging everything in its path and possibly flooding your basement until someone does shut the water to it off.

Instructions on how to shut off the tank until our mechanics get there --- in case the 'Niagara Falls' scenario happens and you have a flood are on the next page.

Don't get us wrong about this; we tell customers to think about going to a dentist and the dentist tells you that there is a tooth in your mouth that is really not hurting you but is decayed and has to come out soon before some real damage occurs. A few years later, the tooth is still there and still not giving you any problems.

We see the signs, but all indications are that your unit is about to leak but it is still operational.

Please, if you get such a notice...

We are *NOT* saying that you 'HAVE TO' get your unit replaced; but it is in your best interest that you know this about your unit – if you haven't realized it yourself already - rather than hear it from the Fire Department or Con Ed or even another company under less pleasant circumstances when you have a flood...

--- And wonder why we did not make you aware of it beforehand.

Since the average life expectancy of a water heater is approximately 6 to 10 years, water heaters are now considered a "perishable" in our industry and we have crews out in the field every day whose sole job is to replace them. Although no one wants to say it --- like everything else in the world today --- they are made to break!

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EMERGENCY PROCEDURES



TO SHUT DOWN YOUR WATER HEATER

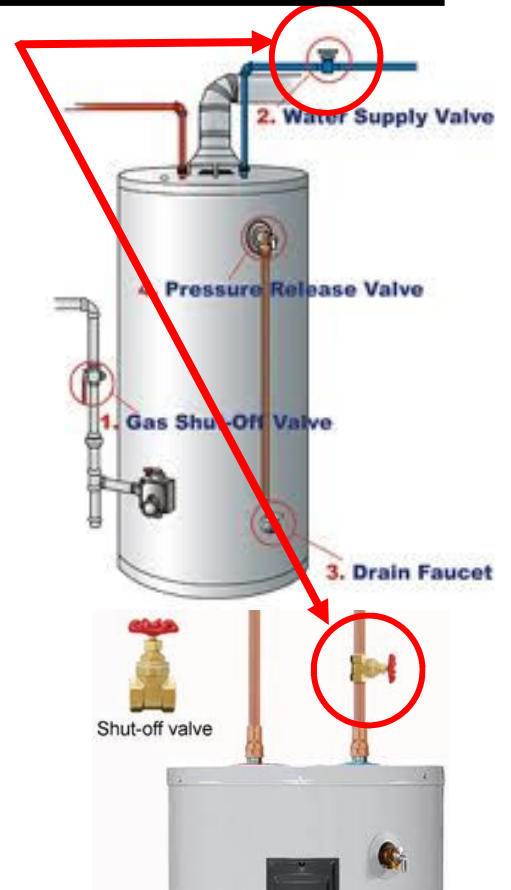
When this Tank Starts to Leak
Follow these Instructions:

DON'T PANIC

#1 - **To Shut Off the Water to the Water Heater**, You MUST SHUT OFF the COLD WATER Going into the Tank. Turn off 'the Valve on the Top Right Hand Pipe coming out of the tank / Turn Clockwise to shut.

#2 - Open hot water side of a faucet on the lowest level of the house to relieve water pressure. Water should either stop running or come out in a trickle. If there is substantial pressure & tank continues to leak badly, you should shut off water main to the house.

#3 - **DON'T WORRY**, if water hits the pilot the gas will automatically shut off. But to be absolutely safe, turn knob on the only control on the bottom of the tank to OFF position.



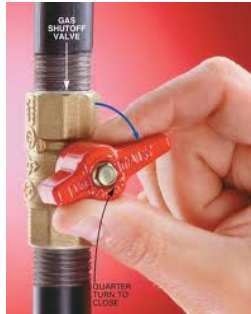
WATER ON



WATER OFF



GAS OFF



TURN CONTROL KNOB



OLD STYLE - TURN CLOCKWISE TO SHUT WATER OFF



TILL WATER STOPS



TO OFF POSITION

CALL COMFORT ASAP TO MAKE SURE IT IS SAFE & IF IT REALLY IS LEAKING

COMFORT CONTROL 718-220-4400 212-397-4400 914-376-4400

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Addendum 'D'

Insurance Regulations – Boiler

Addendum 'D'

[Insurance Regulations Now Mandate Us to Inform You of the following:](#)

Heating is our business. Our men bend over backwards to repair your heating system without putting in parts to save you money. They get NO commissions and are not allowed to sell new units. Their function is to service and repair – NOT TO SELL...

When our mechanic sees that your heating unit is showing signs that it is about to go...

It is our obligation to make you aware of it and have you see both sides of the coin when making the decision for replacement...

Company policy now is to alert the client to make sure that they are aware of it and to prepare for it financially.

Our biggest concern - and yours - is what gets damaged when it goes. If it completely breaks down during the cold weather, there is a big concern of freezing pipes, inconvenience and getting stuck with a boiler replacement, which costs from \$4,900.00 (small 100,000 BTU) upwards to \$8,500.00 depending upon the size of the boiler needed.

Don't get us wrong about this; I tell customers to think about going to a dentist and the dentist tells you that there is a tooth in your mouth that is really not hurting you but is decayed and has to come out soon before some real damage occurs. A few years later, the tooth is still there and still not giving you any problems.

We may see the signs, and all indications are that your unit is about to go, BUT that does not mean you have to replace it now --- just be financially prepared for it when it does happen.

The average lifespan of a heating unit is 20 to 25 years - a figure used by most utilities, the American Gas Association and many boiler makers. If your heating unit is well past the high end of its life expectancy; based on these figures, your unit has served you well & is ready to be replaced !!! You would not have a car this old; why then a heating unit?

We are NOT saying that you 'HAVE TO' get your unit replaced; but it is in your best interest that you know this about your unit – if you haven't realized it yourself already - rather than hear it from the Fire Department or Con Ed or even another company under less pleasant circumstances when it dies...

--- And wonder why we did not make you aware of it beforehand.

If you get such a report, please note that in view of our technician's report, you should be aware of the following:

- #1 – Do **NOT** invest / waste any major sums of money on repairs to your heating system!
- #2 – Start saving up for a new unit, so when it cracks, it does not catch you off guard.
- #3 – You may want to replace it before it becomes a money pit.

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Website: www.comfortcontrolmetro.com

Addendum 'E'

Chemicals – To Seal Leaks

Addendum 'E'

Chemicals Are NOT The Answer To A Cracked Boiler or Water Heater

Heating is our business. You know that our men bend over backwards to repair your heating system without putting in parts to save you money; BUT, there are some fixes that are “dubious” where our hands are tied and as a licensed legitimate company, we can not do because of the liability and safety issue. This is one of them.

Chemicals that promise a quick but temporary solution are dangerous because not “if” but “when” the leak starts again and causes damage...

--- The company is then liable. Hence, we are prohibited from doing it. You can do whatever you want on your own and get an unlicensed person to do it but the repercussions of such an action become totally your responsibility.



Putting in these chemicals imply that we are giving you a ‘fix’ to a problem that is neither permanent or reliable. The results can not be guaranteed. Our participation in putting in such a chemical gives our indirect endorsement that this chemical will work...

Stop Leak --- Boiler Solder --- Boiler Liquid

Comfort Control does NOT recommend and our mechanics are prohibited to add these chemicals to the system to conform with insurance and building department regulations...

- # 1 - Most residential boilers are cast iron and you can not weld cast iron.
- # 2 – If you have an old steel boiler, the cost of welding is in most cases is actually more expensive than replacing the entire boiler! Under NO CIRCUMSTANCES is this recommended for any older residential heating unit. Welding a 1/8” to 1/4” cast steel boiler vessel in one place weakens it in the adjacent area – any welder will tell you that. A few months down the line it will start leaking in another place --- THIS REMEDY IS NOT COST EFFECTIVE and in our opinion: a waste of money.
- # 3 - You can not put chemicals into a steam boiler because it will clog up the vents on the radiators and the return lines. Besides being against insurance regulations, the

auxiliary damage the chemical does to the piping, valves and vents makes it more expensive down the line when the boiler is replaced and dealing with the individual radiators not heating up properly, quickly or all the way.

4 – You can not put chemicals into a forced hot water boiler because the viscosity will kill the circulator pump and clog all the bleeders on the radiators. On top of this, the amount of liquid you need to put in for the volume of water your boiler holds is ridiculous and not cost effective – Reading the instructions on any brand of sealant tells you that it is not recommended for hot water boilers.

5 – Hot Water Heaters – This is the water you wash and clean your dishes and clothes with --- You DO NOT CONTAMINATE this water with chemicals for obvious reasons! Furthermore, water heaters are glass lined for health and safety reasons and these chemicals only work on cast iron.



There is NO Permanent Remedy. If the Boiler Sections are leaking, There is NO Alternative but Complete Boiler Replacement.

As with a car, if the transmission goes, the rest of the car usually goes in short order. Due to the high cost of labor, installing just the sections cost over 60% of the cost of a new unit. --- See Addendum “B”

The Rule of Thumb with any appliance is that if it cost more than 1/3rd the price of a new appliance --- Don't fix it, Replace the whole darn thing.

Cracked boilers are not to be fooled with. It can be a potentially fatal condition for you...

Water and gas do NOT mix. When water hits the flame, carbon monoxide is created. --- See Section 3.14 on page # 13 for an extensive review on carbon monoxide and its symptoms.

All utilities and the Building Department have one view on a cracked boiler:

Do Not Operate Your Boiler.

A Cracked Boiler is Unfixable, PERIOD.

Insurance Regulations force us to make you aware of the following...

Water and Natural Gas do NOT mix. Water hits the flames and extinguishes it but the gas will still come out for at least 45 to 90 seconds on a boiler that is in good condition. --- Old boilers can take up to three (3) minutes. This creates an explosive condition where the gas can ignite in the chimney from the water heater flame or in the boiler room itself.

It is not our intention to scare you but once the words 'carbon monoxide' and hazardous are used; it is incumbent upon the licensed plumber to explain to the customer what the warning signs are...

This is a very dangerous situation. A boiler starts to carbonize when water or steam hits the open flames. It then emits carbon monoxide fumes.

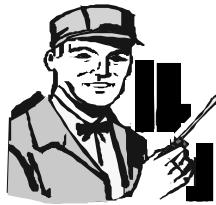
It is your prerogative that you can do anything you want to keep it going but the fact of the matter is that it is very dangerous and hazardous to you and everyone else in the building.

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Addendum 'F'

Chemicals – To Clean the Boiler

Addendum 'F'

Chemicals are NOT The Answer To Clean The Water in Your Boiler

Heating is our business. Whether it is a dirty glass gauge that is a chronic problem or you are flushing mud out of your boiler on a regular basis...

Chemicals are NOT THE ANSWER.

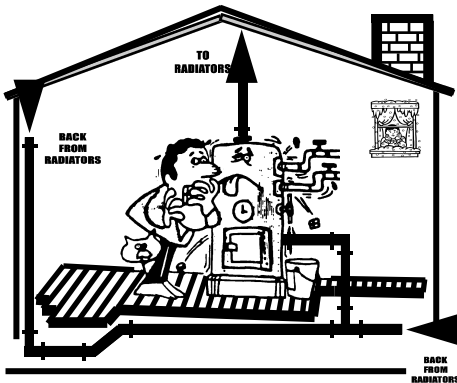
Sometimes when you take away the rust, scale and mud from a piping system, there probably is a hole underneath it and you will precipitate a problem that you may not want to deal with right now.

If there is mud, there may be an underground leak that has not come to light just yet How did the mud get there? Rust and scale can come from old radiators that are rusting out but MUD?. Water may leak out but dirt and mud may be getting sucked in.

With an automatic feeder on the boiler, you may not notice it until it actually opens up and the boiler can not hold any water what-so-ever!

Replacing underground pipes can be a pretty expensive proposition....

---- and no one wants to have a job like this done when the weather is freezing outside.



UNDERGROUND PIPES - ARE THEY LEAKING ?

Piping under the floor (underground pipes) are subject to the corrosion and chemical reaction with the surrounding dirt and cement.

Cement is a very acidic corrosive and the abrasive movement of the pipes against the cement also wears the pipe thin to the point of leaking!

You Do NOT See a Leak Under the Ground. Water does not spurt up or wet the floor above it—but is absorbed by the dirt and seeps downward.

Over the years, the moisture in the ground weakens and rusts out this piping. If your old boiler looks worn and torn and very rusted up --- this may be the reason for it.

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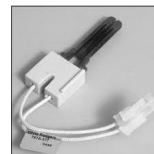
Addendum 'G'

LIGHTING YOUR BOILER PILOT

Addendum 'G'

1 – Your boiler may NOT have a PILOT LIGHT ! --- If your boiler has electronic ignition, a spark igniter that ticks and lights the pilot as you hear on your stove before the unit comes on or a glow coil in a furnace which shows a bright light before the gas ignites: YOU DO NOT HAVE A PILOT LIGHT AND IT CAN'T BE LIT !

You must call our mechanics to see what is wrong. Trying to light it will only break other safety controls. If you see the following controls on side of the boiler or by the burners where you expect the pilot to be, you do not have a PILOT !



We strongly recommend that you NEVER light your own pilot – even more so, if you are unfamiliar with doing it...Leave it up to the professionals. It can be dangerous and you can get seriously burnt and possibly cause an explosion.

Comfort Control's Emergency Service is the fastest in the industry – LET US DO IT !

It is very rare these days for a modern gas boiler pilot light to turn itself out. Older combo boilers, which can be found in older houses can sometimes have a pilot light which flickers out, but these are easily restarted.

More modern pilot light flames are much more difficult to light, and you may be exposing yourself to risk if you attempt to light it. In addition, attempting to alter the state of a pilot light flame can void your warranty or boiler call-out insurance, so it is always better to phone Comfort Control if these more modern lighters go out.

How to Light Your Gas Boiler Pilot Light!

In case you aren't aware, the little blue flame that constantly stays lit under your gas boiler is known as a "pilot light." It gets its name from the days before matches were invented. Farmers or homeowners would keep a small flame burning so that they could quickly light a fire if necessary. This small flame was known as a pilot.

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The Pilot Light

In modern gas boilers, a small amount of gas is allowed to exit a small nozzle and is kept alight. Then, when heat is required, the pilot light will ignite the gas sent to the burners. It is imperative that the pilot light stay lit as gas will escape in any event.

Dangers

Though there is only a small amount of gas escaping, it can build up over time. This buildup of gas can lead to an explosion or to suffocation. If your pilot goes out, you will most probably notice the sulfur smell of mercaptan, a product deliberately added to the normally odorless natural gas for just this purpose. **If You Smell GAS – DON'T LIGHT ANYTHING, SHUT THE ELECTRICAL SWITCH OFF AND CALL IN COMFORT CONTROL IMMEDIATELY !**

Lighting the Pilot

Step 1 - Checking the Gas

The first question that you need to answer when relighting a pilot light is "Can I smell gas?" If there is a slight smell of gas in the air and your pilot light has gone out, this suggests a leak in the pipes leading to your boiler. The smell of gas does not need to be overwhelming to cause alarm, but if there is even the chance that you have a gas leak, call your gas supplier, open the windows nearest the boiler, and leave the house.

Step 2 – Safety First

Shut Off Electric Switch on Boiler So It Can Not Come On when your hands and face are on the floor lighting the pilot.

...and – as added prevention: Set the thermostat in your house to the lowest setting.

Step 3 – Safety First – You are NOT a Professional, so utmost care MUST be taken.

First turn off the gas and allow the space to air out. Then, open some windows and wait 5-10 minutes. Once this is accomplished, the area will be safe to work in and you can proceed.

If you attempt to light the boiler while there is still gas in the pilot light pocket, you face the risk of an explosion. Once you have got rid of the gas, use your cigarette lighter, a fireplace long wooden match or a barbeque lighter to light the pilot.

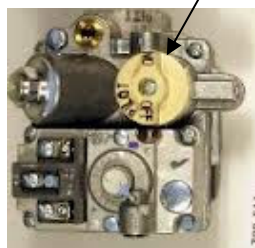
Don't use matches, or other heating implements. **NEVER use a Wax Candle or Paper.** If you have any doubts about this process you should call in a Comfort Professional.

Sample Instructions

Manual Boiler Pilot Light Ignition

Turn Knob On-Pilot-Off

Press Red Button



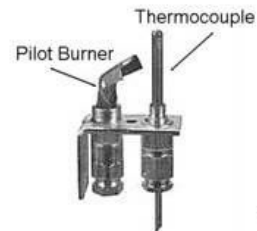
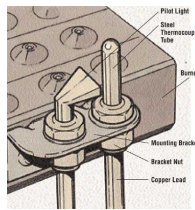
1 - Again, if you smell any gas, allow the smell to dissipate for 15 minutes. Open windows to facilitate venting

2 - Turn the gas control knob on top of the gas valve to the "off" position

3 - Remove the access panel to gain access to the pilot light. In most cases, this panel is located adjacent to the gas control knob box. It may be attached with finger screws that are turned out, or it may be held on with gravity clips so that the panel can be lifted off.

4 - Peer into the access hole and look for the pilot burner; use a flashlight to make a positive identification. The pilot light burner will look much like an upturned piece of metal tubing -- the pilot light burns at the tip of this tubing.

Follow the pilot tubing coming out of the gas valve or the copper wire coming out of the gas valve to the burners – where it ends: the pilot light is right above it.



5 - Turn the gas control knob to the "pilot" position, then press down on the knob as far as it goes down- it should almost hit the top surface. Pressing down on the knob will release gas into the pilot light orifice.

If there is a red button, turn the knob to the pilot position and press down on the red button.

6 - Insert a lit fireplace match or a butane candle lighter into the access hole and light the pilot light. Keep holding down the control knob or red button as you do this.

When the flame from the match or candle lighter reaches the pilot light, a blue flame will suddenly appear. When you see the blue flame, remove the match or the candle lighter. The blue flame will remain lit.

7 - Keep the pilot light button pressed down for another 30 to 45 seconds. You need to heat up the thermal element / thermocouple so that it can start generating ½ volts DC to keep the pilot lit without you holding the knob down.

This action will be complete when you let go of the knob and the pilot stays lit. That small amount of electricity will be enough to actuate the electromagnetic valve inside of the gas valve and let it operate.

Release the button after the designated time and the pilot light should remain burning. If it goes out, repeat the lighting procedure, but hold down the pilot light button for a full minute. If the pilot light still goes out after this time, CALL IN A COMFORT PROFESSIONAL, the thermocouple must be replaced.

8 - Turn the knob to the "On" position. Replace the covers you took off. Turn the electrical switch on and the thermostat to the desired temperature setting to get the boiler back on.

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Addendum 'H'

LIGHTING YOUR WATER HEATER

Addendum 'H'

PILOT LIGHT

We strongly recommend that you NEVER light your own pilot – even more so, if you are unfamiliar with doing it...Leave it up to the professionals. It can be dangerous and you can get seriously burnt and possibly cause an explosion.

Comfort Control's Emergency Service is the fastest in the industry – LET US DO IT !

Dangers

Though there is only a small amount of gas escaping, it can build up over time. This buildup of gas can lead to an explosion or to suffocation. If your pilot goes out, you will most probably notice the sulfur smell of mercaptan, a product deliberately added to the normally odorless natural gas for just this purpose. **If You Smell GAS – DON'T LIGHT ANYTHING, SHUT THE ELECTRICAL SWITCH OFF AND CALL IN COMFORT CONTROL IMMEDIATELY !**

Lighting the Pilot

Step 1 - Checking the Gas

The first question that you need to answer when relighting a pilot light is "Can I smell gas?" If there is a slight smell of gas in the air and your pilot light has gone out, this suggests a leak in the pipes leading to your boiler. The smell of gas does not need to be overwhelming to cause alarm, but if there is even the chance that you have a gas leak, call your gas supplier, open the windows nearest the boiler, and leave the house.

Step 2 – Safety First

Shut Off Electric Switch on Boiler So It Can Not Come On when your hands and face are on the floor lighting the pilot.

...and – as added prevention: Set the thermostat in your house to the lowest setting.

Step 3 – Safety First – You are NOT a Professional, so utmost care MUST be taken.

First turn off the gas and allow the space to air out. Then, open some windows and wait 5-10 minutes. Once this is accomplished, the area will be safe to work in and you can proceed.

If you attempt to light the boiler while there is still gas in the pilot light pocket, you face the risk of an explosion. Once you have got rid of the gas, use your cigarette lighter, a fireplace long wooden match or a barbeque lighter to light the pilot.

Don't use matches, or other heating implements. NEVER use a Wax Candle or Paper. If you have any doubts about this process you should call in a Comfort Professional.

There is only 1 control on a water heater so that is where all the work is going to be done.

All Water Heaters have lighting instructions on it as you can see on the picture by his head. Follow these instructions.

Step # 1: Lower the temperature control dial to the lowest setting.

Step # 2: Turn knob that controls the gas into the off position.

Step # 3: Wait at least five minutes to allow any gas within the system to disperse. Try leaving the room and coming back so you are not desensitized to the gas smell. Do not proceed until you cannot smell any gas. **If this takes longer than 10 minutes, call a Comfort Professional, you may have a leak.**

If your gas water heater manual has instructions, be sure to follow them.



There are 3 types of Controls and Lighting Procedures:

1 – Old Style Unitrol – Need to Manually Light the Pilot



(A) Turn the gas control knob on top of the gas valve to the "off" position

(B) - Remove the access panel to gain access to the pilot light. In most cases, this panel is located adjacent to the gas control knob box. It may be attached with finger screws that are turned out, or it may be held on with gravity clips so that the panel can be lifted off.

(C) - Peer into the access hole and look for the pilot burner; use a flashlight to make a positive identification. The pilot light burner will look much like an upturned piece of metal tubing -- the pilot light burns at the tip of this tubing.

Follow the pilot tubing coming out of the gas valve or the copper wire coming out of the gas valve to the burners – where it ends: the pilot light is right above it.

(D) - If your set-up looks like the top left picture: turn the gas control knob to the "pilot" position and press down. Press down on the knob as far as it goes down. Pressing down on the knob will release gas into the pilot light orifice.

If your set-up looks like the top right picture: turn the bigger knob on the top of the control valve to the left until the half moon notch lines up with red pilot primer button to its left, the pilot gas knob can now be pressed down so that the pilot can be lit. You will not be able to light the heater until the two correctly align.

If there is a red button, turn the knob to the pilot position and press down on the red button and it will release the gas so the pilot can be lit.



(E) - Insert a lit fireplace match or a butane candle lighter into the access hole and light the pilot light. Keep holding down the control knob or red button as you do this.

When the flame from the match or candle lighter reaches the pilot light, a blue flame will suddenly appear. When you see the blue flame, remove the match or the candle lighter. The blue flame will remain lit.

(F) - Keep the pilot light button pressed down for another 30 to 45 seconds. You need to heat up the thermal element / thermocouple so that it can start generating ½ volts DC to keep the pilot lit without you holding the knob down.

This action will be complete when you let go of the knob and the pilot stays lit. That small amount of electricity will be enough to actuate the electromagnetic valve inside of the gas valve and let it operate.

Release the button after the designated time and the pilot light should remain burning. If it goes out, repeat the lighting procedure, but hold down the pilot light button for a full minute. If the pilot light still goes out after this time, CALL IN A COMFORT PROFESSIONAL, the thermocouple must be replaced.

2 – Piezo Style Unit – Push Button to Light Pilot



(A) Just as above: Turn the knob on top of the gas valve to pilot and press down firmly

(B) Rapidly on the small red piezo igniter striker button to the right of the black knob. You should hear a click. Let the striker button return to its starting position and press it again. Repeat the action 10 to 15 times several times.



(C) Look through the glass porthole on the inner burn door. You should see a small blue flame burning in the upper center of the water heater. You may need to lie down on the floor to position your body to best view the pilot flame. Continue holding the pilot button down for an additional 30 to 45 seconds and then release the button, allows the thermo coupling to heat from the flame and general enough electricity to hold open the safety valve inside the main gas control.

3 – New Style Unit



Lighting this type pilot, you follow the same instructions as above but the Temperature - On - Off & Pilot Knob is on the side of the unit NOT the top !

The spark igniter button is the button directly below this knob – Follow Instructions (B) & (C) --- With this control the light blinks green when the pilot is on telling you to release the knob and you can turn it to the temperature you want to turn it back on.



If the light does not start blinking after 90 seconds the pilot is not on and re-do ignition procedures. **If repeated tries do not work: Call in a Comfort Professional.**

Cold Weather Requirements

- for Multiple Dwellings -

New York City

The City Housing Maintenance Code and State Multiple Dwelling Law requires building owners to provide heat and hot water to all tenants.

HOT WATER

Building owners are required to provide hot water 365 days per year at a constant minimum temperature of 120 degrees Fahrenheit.

HEAT

Between October 1st and May 31st, a period designated as "Heat Season," building owners are also required to provide tenants with heat under the following conditions:

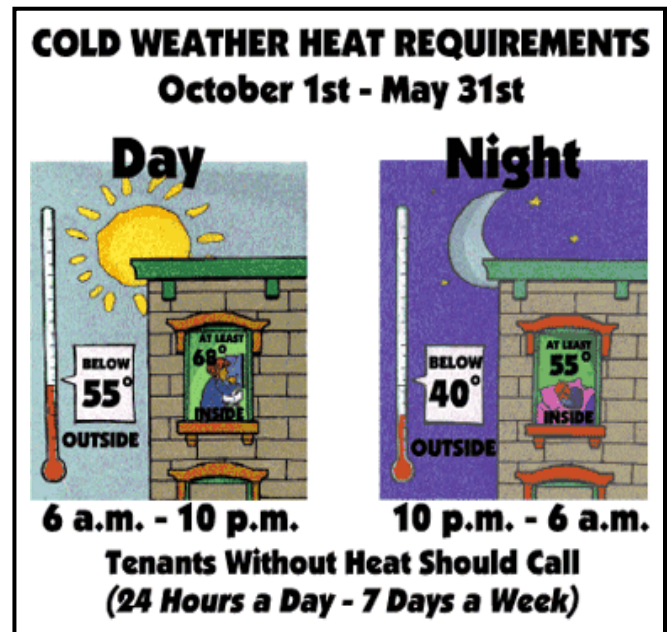
- (1) **DAY:** Between the hours of 6:00 AM and 10:00 PM, *if the outside temperature falls below 55 degrees*, the inside temperature is required to be at least 68 degrees Fahrenheit
- (2) **NIGHT:** Between the hours of 10:00 PM and 6:00 AM, *if the temperature outside falls below 40 degrees*, the inside temperature is required to be at least 55 degrees Fahrenheit.
- (3) **NO TIMERS FOR COMPLETE SHUT DOWN:** During the period from October first through May thirty-first, all central heating systems required under this article shall be maintained free of any device which shall cause or which is capable of causing an otherwise operable central heating system to become incapable of providing the minimum requirements of heat or hot water.

In cases where private owners fail to restore heat and hot water, or when HPD is unable to reach owners, HPD can issue summons and fines to the building owner(s) and HPD's Housing Litigation Division (HLD) may sue the building owner in Housing Court for further damages. HLD regularly reviews all heat and hot water violations.

Westchester, Rockland & Nassau Counties

All these Counties follow the NYC Guidelines, with one (1) notable exception: **NIGHT** Settings: from 10 p.m. to 6 a.m., *if the outside temperature falls below 55 degrees*, an apartment must be heated to 60 degrees Fahrenheit.

Comfort Control Mechanics can NOT and will NOT set thermostats or any other heating temperature control devices **LOWER** than the N.Y.S., N.Y.C., Westchester, Nassau and Rockland County Guidelines outlined above. **It is ILLEGAL**, therefore we can not do it. **We have to comply with these regulations.**



This Law Does NOT Apply to Single Family Residences

COMFORT CONTROL

GAS HEATING & PLUMBING

2755 Webster Ave.

Bronx, New York 10458-3708



COMFORT CONTROL METRO CORP.

**NOBODY SERVES YOU BETTER
- COMFORT CONTROL -**

New York City Licensed Master Plumber # 1608

Westchester County Lic. # 968, Putnam County Lic. # 541

All Plumbing Work performed by COMFORT PLUMBING SERVICES INC. in NYC & in Westchester County

Bronx, Brooklyn & Queens 718-220-4400
New York City 212-397-4400

Westchester County 914-376-4400
Fax: 718-220-4401

Website: www.comfortcontrolmetro.com

Addendum 'J'

Response to Housing Complaint Bureau Heat Complaint Line

Addendum 'J'

Letters Needed for Court Dates for Above or Tenant Owner Disputes Appearances for Court Dates

Comfort Control's Service Contract is a MAINTENANCE SERVICE AGREEMENT and does NOT include these specific and unusual requests for documents, verification, materials, court appearances, etc. needed to respond to the above problems involving a myriad of city agencies or for the housing or civil court system.

However, we do provide these services with charges as follows as of 01/01/2005:

- (A) Letters needed to substantiate visits by our servicemen and documenting, explaining and verifying results – notarized by the service manager, with our plumbing license noted on the script as required by court.

\$175.00 plus tax

- (B) Personal Appearance by One of Our Staff in Court

\$145.00 per hour

Addendum 'K'

Compliance

Addendum 'K'

In some instances, any additional controls, venting, fresh air requirements, repair of leaks, fire-proofing and other procedures that may be mandated by any city, state, federal, insurance or banking inspectors are NOT covered by this contract but will be performed at an additional cost as specified on page # 18, Section 3.24 to 3.26

Repairs, design modifications and other controls or procedures mandated by the courts are NOT covered by this contract but will be performed at an additional cost as specified on page # 18, Section 3.24 to 3.26 - An estimate to perform such alterations will be given at no additional cost as specified by this addendum and by our service agreement.

Violations by any agency such as the Building Department, Fire Department, Heat Complaint Bureau, etc. are also NOT covered by this heating maintenance contract.

However, an estimate to correct such violations will be given at no additional cost and a "discount" will be given on the work performed by Comfort Control in consideration of this service agreement.

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Addendum 'L'

Comfort Control Policy

Addendum 'L'

Emergency Service during Weather Related Emergencies

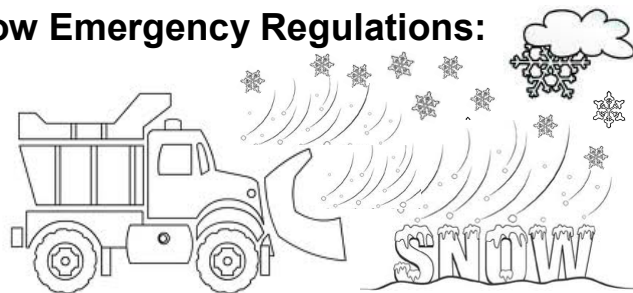
Comfort Control Metro and its emergency staff **MUST** adhere to the traffic regulations set forth by New York City and Westchester County as to getting our vehicles out on the road to perform emergency service.

1 – No Heating and/or having No Hot Water situation is NOT an considered an emergency recognized by the City of New York when a snow or traffic emergency is called. --- Only health related emergencies are recognized.

2 – If the NYC Public Schools are closed by the mayor, we are also closed.

Excerpt from NYC.gov Website governing Snow Emergency Regulations:

It is important to know how to behave in a NYC snow emergency. Here is some valuable information from the DOT website. Please be safe, follow the rules and avoid a NYC parking ticket.



Snow Emergency Traffic Regulations

New York City Traffic Rules, Selection 4-12(K) - [Snow Emergency \(DOTWebsite\)](#)

(1) Standing and Parking

When the Transportation Commissioner declares a state of snow emergency, no person shall stand or park a vehicle upon a street designated by signs as a snow street, or upon any part of the right of way, including the prohibited shoulder adjacent to the roadways, entrances and exits of the expressways and parkways set forth in Section 4-07 (i) of these regulations except in such areas and for such purposes as shall be designated by the Transportation Commissioner, until the Transportation Commissioner declares the prohibition of such standing or parking terminated.

(2) Operating Vehicles Prohibited

When the Transportation Commissioner declares a state of snow emergency, no person shall operate a vehicle upon a street designated by signs as [snow street](#) or upon any part of the right of way, including the berm or shoulder adjacent to the roadways, entrances and exits of the expressway and parkways set forth in Section 4-07 (i) of these regulations ... until the Commissioner declares the state of snow emergency terminated.

**The public is urged to avoid all unnecessary driving during the duration of the storm and until further directed, and to use public transportation wherever possible.*

Any vehicle found to be blocking roadways or impeding the ability to plow streets shall be subject to towing at the owner's expense.

**Effective immediately, alternate side parking, payment at parking meters and garbage collections are suspended citywide until further notice.*

**The Emergency Management, Fire, Police, Sanitation, and Transportation Commissioners will be taking all appropriate and necessary steps to preserve public safety and to render all required and available assistance to protect the security, well-being and health of the residents of the City.*

During a Snow Emergency, the city asks the public to avoid unnecessary driving and warning that vehicles blocking the ability to plow streets will be towed at the expense of owners but the driver of said vehicle is subject to an obstruction of traffic violation, which is a 5 point fine on his license and a \$500 fine.

This means that our vehicles will have no place to park.

Further complicating the situation is that operating our fleet during a snow emergency, the driver --- not the company --- is liable for the fine and points to his or her license if pulled over by the police department enforcing this code or if the truck or van is impounded from a parked spot.

Insurance regulations prohibit our employees from using their private vehicles for business purposes.

The above regulations strictly regulating commercial vehicles effectively shut down our emergency service until it is lifted.

The same is true for driving during extreme weather conditions such as ice storms, torrential rain storms and hurricanes.

Please note that these conditions and regulations are short term and we resume our emergency service as soon as it is physically possible to have our trucks back on the roads.

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Addendum 'M'

Senior Citizen Discounts

Addendum 'M'



It is the policy of COMFORT CONTROL METRO to give SENIOR CITIZENS and ALL VETERANS AND ACTIVE MILITARY PERSONNEL a 10% discount on all items except the complete replacement of boilers and furnaces --- Special Discounts are given on these high priced items.

The age which qualifies for senior citizen status is 60 years and older are eligible --- 5 years less than the US designation of 65 of being senior.

The focus of this addendum is to provide senior citizens and those concerned about their welfare, as Comfort Control Metro is, another avenue where they can save money in retirement.

Comfort Control Metro is NOT funded by any outside organization in this discount for senior citizens and veterans and active military and does not claim a tax credit for doing so.

We do NOT ask for any proof of age or service. It is of no concern to us. We operate on the honor system and found over our 45 years in business that 99% of our clients are honest.

In 1988, President Ronald Reagan led the way with "National Senior Citizens Day" to honor and celebrate our senior citizens for the many contributions they made and continue to make to our society and recommended the 'Senior Citizen Discount'.

Senior discounts play important roles. They help seniors stay on budget, serve as a "thank you" for their contributions to and support of our communities, and help businesses stay open. Everyone wins.

Addendum 'N'

Military Discounts

Addendum 'N'



Similarly, we do not wait till Veteran's Day to honor ALL veterans and active members of our military with the same discount as senior citizens.

Comfort Control Metro Corp truly appreciates the sacrifices that military service exacts from the soldiers and their families and will do whatever we can to support our troops both at home and on assignment.

We take PRIDE, that COMFORT CONTROL is the ONLY gas heating company in the NYC and its suburbs that provide "Senior and Military Discounts" on our service contracts, parts, labor and services.

Notice of Cancellation

The owner has an unconditional right to cancel the agreement, without penalty or obligation until midnight of the third business day following the signing of the proposal (under the Three Day Business Rescission Rule as required by the Federal Truth in Lending Act and by the New York City and Westchester County Department of Consumer Affairs).

Cancellation must be done in writing. You can do this in mail, in person, or telegram. The Notice of Cancellation, if mailed, is effective when deposited in the mail, properly addressed with postage prepaid.

Cancellation Notice

Upon Cancellation, Any Payments or Deposits Made Under this Agreement Will be Returned Within 10 Business Days following the Receipt of this Cancellation Notice by the Contractor.

I would like to exercise my right to cancel the agreement I signed with Comfort Control on _____ / _____ / 20__

for work to be done at the following address:

And request that my deposit in the amount of \$_____.00 be returned.

I certify that I am the owner of the above property/building and that I was the person that entered into the agreement with said contractor and now want to cancel this agreement.

Date: _____

Signed: _____

Print Name: _____

In order to effect cancellation of the signed agreement with the contractor, Comfort Control, the Customer Must Send this Notice by Certified Mail, return receipt requested to:

Comfort Control Metro Corp.

2755 Webster Ave.
Bronx, New York 10458-3708

Furthermore, the customer should exercise professional courtesy and call the company and speak to the person who they dealt with to cancel the order by phone also - as further assurance that the order is cancelled.