



# Home Monitoring System & Key Safe Contract

(For office use only)

Monitor # \_\_\_\_\_ Key Tag # \_\_\_\_\_

## Kosco Owned/Leased Monitoring Equipment

Kingston Oil Supply Corp. (Kosco) will monitor the customer's heating system and provide maintenance services to the Kosco HOME MONITORING SYSTEM supplied by Kosco under the terms and conditions as stated below:

### BILL TO:

Acct. # \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_  
 Work Phone \_\_\_\_\_  
 Cell Phone/Pager \_\_\_\_\_  
 Email \_\_\_\_\_

### INSTALLATION ADDRESS:

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Same as Bill To address  
 Installation Tel # \_\_\_\_\_

### TOTAL ADDITIONAL / OPTIONAL ROOM HEAT SENSORS WANTED:

(See Paragraph 6 on reverse)

*(Please identify locations of additional sensors wanted below)*

### Home Monitor Sensor Locations:

\_\_\_\_\_  
 \_\_\_\_\_

### CONTRACT TERM:

From (Installation Date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

To: **Removal of equipment -**

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

### KEY SAFE:

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

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

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

\_\_\_\_\_ @ \$ \_\_\_\_\_  
 Qty Cost

**Initial System Installation Fee:** \$ \_\_\_\_\_

**Additional/Optional Room Heat Sensors:** \$ \_\_\_\_\_

**Annual Monitoring Fee:** \$ \_\_\_\_\_

**Key Box (purchase):** \$ \_\_\_\_\_

\* Do not send payment until invoice is received

**Tax:** \$ \_\_\_\_\_

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

**\*TOTAL:** \$ \_\_\_\_\_

CUSTOMER:  
 Print Name \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

KOSCO  
 REPRESENTATIVE:  
 Signature: \_\_\_\_\_

# Customer Agrees To The Following Contract Provisions:

1. Customer must supply Kosco with a key to the installation address listed above and a functioning telephone service connection.
2. Customer must be a Kosco automatic fuel oil customer.
3. Heating system must be serviced by Kosco.
4. Customer must notify Kosco no later than thirty (30) days prior to the sale or lease of the property. Monitoring and/or leasing fees will continue to be billed to the customer until Kosco is notified and monitoring equipment is removed or new owner/tenant is approved by Kosco.
5. Customer must notify Kosco to discontinue this service upon thirty-day (30) written notice to Kosco. Notification shall be sent to Kingston Oil Supply Corp., PO Box 760, Port Ewen, NY 12466. Customer agrees to allow Kosco access to remove home monitoring equipment from premises.

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

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

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

10. Customer understands that the Kosco HOME MONITORING SYSTEM electronically monitors the temperature in the protected zone(s) as well as the fuel oil supply (when fuel tank sensor is installed). The system communicates to Kosco via the telephone lines. The customer understands that in the event an alarm is triggered, Kosco will send its employee to the property to ascertain the problem. Customer agrees that any time spent, or repairs made at that specific time, or shortly thereafter, shall fall under applicable burner service rates and/or current material charges or under any burner service contract which customer has with Kosco.
11. Customer agrees that it will not remove or tamper with the Kosco HOME MONITORING SYSTEM while it is installed on its property. In the event that any component of the Kosco HOME MONITORING SYSTEM is damaged while the equipment is installed in the home, resulting from tampering, theft, removal, abuse, acts of God, war, fire, flood, strikes, or from any cause not reasonably within Kosco's control, Customer will be held fully responsible for the replacement cost of equipment damaged, plus labor involved and /or the cost of any repairs. Any malfunctions or damage to, or theft of, the Kosco HOME MONITORING SYSTEM must be reported immediately to Kosco by telephone: (800) 755-6726.
12. The Kosco HOME MONITORING SYSTEM consists of hardware and software manufactured and provided by On Watch Electronics, Inc. (Secure Heat™) pursuant to contracts with Kosco and is subject to the copyright laws.
13. Customer agrees that by executing this contract he/she is contracting with Kosco and agrees that he/she understands its provisions and agrees to be bound by the terms as set forth in this contract. Customer agrees that he/she has read this document and he/she understands its provisions and agrees is bound by the terms as set forth herein. This contract cannot be amended or modified except in writing duly signed by both Kosco and the customer. This contract incorporates and supersedes any and all other contracts between the parties concerning the Kosco HOME MONITORING SERVICE.
14. Customer understands that: 1) Key boxes are installed at no charge as long as the customer maintains a home monitoring contract in accordance with the terms contained here in. 2) Key boxes are the property of Kosco, unless purchased separately through Kosco. 3) If customer chooses not to have a key box installed it is understood that they will be billed a one hour minimum charge at prevailing rates plus sales tax, per call, to retrieve the key from our office.