

FUEL OIL DEALER: CONTACT: _____ PHONE NO.: _____ ISSUED TO: _____ ADDRESS OF SYSTEM: _____ SERVICE AGREEMENT RETROACTIVE DATE: _____	SERVICE AGREEMENT #: _____ TANK TYPE: _____ TANK SIZE: _____ TERM OF CONTRACT: _____ FROM: _____ TO: _____ <p style="font-size: small; text-align: center;">The term of this accidental release service agreement shall not be longer than one (1) year.</p>
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Words and phrases that appear in bold face italic type have special meaning. Refer to DEFINITIONS (Section IV).
 The terms **us**, **we** or **our** used in this **accidental release service agreement** mean the fuel oil dealer issuing this **accidental release service agreement**. The terms **you** or **your** mean the customer to whom **we** issue this **accidental release service agreement**, and any person or organization to whom **you** assign this **accidental release service agreement**. If **our** customer is an individual, **you** includes all members of his or her household in permanent residence at the time an **accidental release** is first discovered by **you**. If **our** customer is an organization, **you** or **your** includes all officers, shareholders, members, partners and employees in their capacity as such, at the time an **accidental release** is first discovered by any of them.

I. FIRST PARTY ON SITE ACCIDENTAL RELEASE PROTECTION

- A. **We** will pay to **cleanup** fuel oil on **your** property, which has been **accidentally released** from **your fuel oil system** as a result of a defect in **your fuel oil system** on **your** property. For this protection to apply, **you** must first discover and report the **accidental release** to **us** during the term of this **accidental release service agreement**.
- B. **We** will also repair or replace **your fuel oil system**, if fuel oil has been **accidentally released** from **your fuel oil system**. For this protection to apply, **you** must first discover and report the **accidental release** to **us** during the term of this **accidental release service agreement**.
- C. **Our** payment obligations under this **service agreement** are limited solely to the amounts of protection set forth in Section II below.
- D. The term of this **accidental release service agreement** is the term of contract stated above, or the period from the date this **accidental release service agreement** is issued until one (1) year thereafter, whichever period is shorter, unless terminated earlier (see section VIII); this **accidental release service agreement** shall be deemed to be issued by **us** after **you** submit an annual fee to **us** and **we** accept **your** enrollment by issuing to **you** an **accidental release service agreement**.

II. AMOUNT WE WILL PAY

- A. The maximum amount **we** will pay for **cleanup costs** resulting from the same **accidental release**, or continuous or related **accidental release(s)**, is \$100,000 even if the same, continuous or related **accidental release(s)** takes place during **our** subsequent renewal period of this **accidental release service agreement** regardless of the amount of same, continuous, or related **accidental release(s)** that may have or have occurred.
 This protection includes reasonable post-cleanup site restoration activities consisting of grass reseeding.
- B. In addition to the amount described in paragraph A. of this Section, the maximum amount **we** will pay for the **repair or replacement** of **your fuel oil system** from the same **accidental release**, continuous or related **accidental release(s)** is \$1,400 for an Aboveground/Basement tank or \$2,000 for an Underground tank. This amount includes labor charges involved to reconnect new tanks and new parts, such as pipes, nozzles, gauges or lines, as required.
You will be responsible for the deductible amount shown below, which shall apply to each **accidental release**, or continuous or related **accidental release(s)** and must be paid prior to cleanup. **We** shall have no obligation whatsoever to pay this deductible. This deductible amount does not reduce the maximum amount **we** will pay for this protection as described in Paragraphs A. and B. of this Section above.
 Deductible Amount: \$2,500 **Voluntary Tank Removal, Abandonment or Replacement**
- C. No other obligation to pay sums or to perform acts or services is covered under this **service agreement**.
- D. **You** will be responsible for all costs associated with obtaining access to the **fuel oil system** including the removal of any and all obstructions, and/or replacing any property moved, removed, or destroyed, in order to remove, **cleanup** or replace contaminated property.

III. WHAT YOU MUST DO IN THE EVENT OF AN ACCIDENTAL RELEASE

- A. In order for protection under this **service agreement** to apply:
 - 1. **You** must notify **us** as soon as practical after **you** become aware of an **accidental release**. However, in no event can **you** notify **us** of the **accidental release** more than twenty-four (24) hours after **you** become aware of it. Notice must include:
 - (a) How, when and where the **accidental release** took place.
 - 2. Except for emergency action taken to stop or contain the release, **you** must notify **us** prior to and obtain **our** consent for any expenditure for **cleanup costs**, **repair costs**, or **replacement costs** as a result of any **accidental release**. **You** must allow **us** or **our** representative to

- inspect the **fuel oil system** at any reasonable time and **you** may be required to pay a service fee. No **service agreement** holders will, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense, without **our** consent.
- 3. **You** agree to provide **us**, or **our** representative, access to the area of fuel oil contamination on **your** property and to cooperate with **us** in the testing for or monitoring of, neutralizing of and removal of fuel oil from land on **your** property.
- 4. **You** agree to pay **us** the required service fee and/or deductible upon receipt of the invoice.
- 5. **You** agree to cooperate with **us** to the fullest extent possible in the **cleanup** and tank **repair or replacement**.
- 6. **You** agree that all **tank removals and/or cleanups** shall be performed by contractors qualified by The ProGuard Program.
- 7. **You** agree to install a new **fuel oil system** prior to the removal of your existing **fuel oil system**.

IV. VOLUNTARY TANK REMOVAL, ABANDONMENT, REPLACEMENT

- A. **Voluntary tank removal, abandonment or replacement** means the removal of a fuel oil tank associated with a **fuel oil system** from service with either the intent of inspecting the fuel oil tank, replacing the fuel oil tank with a new inground or aboveground tank, or disengaging the **fuel oil system** from service provided the removal, replacement or abandonment is made without **your** knowledge of a defect in or **accidental release** from the **fuel oil system**. This protection is only available to you after the service agreement has been in effect for a minimum of twelve (12) months.
- B. **You** must notify **us** and **ProGuard** of **your** intent to perform a **voluntary tank removal, abandonment or replacement** at least seventy-two (72) hours prior to the performance of the **voluntary tank removal, abandonment or replacement**. All verbal notifications require follow-up in writing prior to the **voluntary tank removal, abandonment or replacement** of the **fuel oil system**.
- C. **You** agree to pay, prior to commencing your **voluntary tank removal, abandonment or replacement** our service fee of \$500 for costs associated with monitoring the **voluntary tank removal, abandonment or replacement**. Should a release be confirmed, this \$500 service fee will be applied to the deductible amount. Failure to pay **our** service fee prior to the **voluntary tank removal, abandonment or replacement** will void protection under this **accidental release service agreement**.
- D. **You** agree to install a new **fuel oil system** prior to the removal of your existing **fuel oil system**.
- E. **You** agree that all **voluntary tank removals and/or cleanups** shall be performed by contractors qualified by The ProGuard Program.
- F. In the event that protection under this **accidental release service agreement** arises from a **voluntary tank removal, abandonment or replacement**, **you** will promptly pay the voluntary tank removal, abandonment or replacement deductible amount to **our** designee or **us**.
- G. This **service agreement** does not cover any cleanup and/or cleanup costs arising from an **accidental release** which was discovered at the time of the **voluntary tank removal, abandonment or replacement** of your **fuel oil system**. This exclusion shall only apply within the first twelve (12) months of protection or if you fail to pay the ProGuard service fee prior to your **voluntary tank removal, abandonment or replacement**.
- H. This **service agreement** does not cover any costs to exhume or excavate or dispose of a **fuel oil system** from service as a result of a **voluntary tank removal** which was done with the intent of inspecting the **fuel oil tank**, replacing the **fuel oil tank** with a new inground or aboveground tank or disengaging the **fuel oil system** from service.

V. DEFINITIONS

Words in bold face italic type in this **accidental release service agreement** have the following meaning:

- A. **Accidental release** means a release of the fuel oil from **your fuel oil system** which is neither expected nor intended from the standpoint of a reasonable person, and exceeds permissible levels under applicable law or agency directive;
- B. **Cleanup** means to remove, treat, or monitor contaminated soils which exceed permissible levels under applicable law or agency directive, including disposal of the defective **fuel oil system** where necessary