



149-13 14th Ave. ■ Whitestone, NY 11357

Tel: 718-746-1212 ■ Fax: 718-747-5130

18-31 42nd Street ■ Astoria, NY 11105

Tel: 718-204-1166 ■ Fax: 718-932-3399

www.bigapplefireplace.com

## Safety Plus Start-Up Program Enrollment Form

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

☐ **Unit 1:** Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

### Safety Plus Start-Up Program

36 month program

#### Safety Plus Start-Up Program Includes:

☐ **3 Scheduled Fireplace Appliance "Start-Up" Service Calls** (Parts not included)

☐ Check appliance for gas leaks

☐ Test all electrical components for proper operation

☐ Check pilot assembly

☐ Check burner

☐ Check gas valve

☐ Check pilot & burner orifices for blockage

☐ Refresh Ember Bed

☐ Clean front glass if applicable

**PLUS – 1 Emergency Service Call included with 36 month contract**

☐ **Additional Fireplace Appliances covered for only \$299 per unit for 36 month program**

☐ **Unit 2:** Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

☐ **Unit 3:** Make: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

**Payment Method:** Purchase Price \$ \_\_\_\_\_ Sales Tax \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

☐ **Cash** ☐ **Check** (Payable to Big Apple Fireplace, Inc.) ☐ **Credit Card** ☐ Visa ☐ Mastercard ☐ Discover ☐ AmEx

Name on Card \_\_\_\_\_ Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

Please sign & return this form with payment. Signature \_\_\_\_\_

#### Safety Plus Start-Up Program Scheduled Service Call Record

##### 1st Scheduled Service Call:

Date \_\_\_\_\_

Performed By: \_\_\_\_\_

Cust. Signature \_\_\_\_\_

Comments: \_\_\_\_\_

##### 2nd Scheduled Service Call:

Date \_\_\_\_\_

Performed By: \_\_\_\_\_

Cust. Signature \_\_\_\_\_

Comments: \_\_\_\_\_

##### 3rd Scheduled Service Call:

Date \_\_\_\_\_

Performed By: \_\_\_\_\_

Cust. Signature \_\_\_\_\_

Comments: \_\_\_\_\_

**1 Emergency Call Performed:** Date: \_\_\_\_\_ Reason: \_\_\_\_\_

Comments: \_\_\_\_\_ Customer Signature: \_\_\_\_\_

## BIG APPLE FIREPLACE INC.

### Safety Plus Start-Up Service Program Terms and Conditions

1. **Coverage – *Safety Plus Start-Up Program*** is between you, the customer, and Big Apple Fireplace, Inc. located at 18-31 42nd Street, Astoria, NY 11105. A *Safety Plus Start-Up Program* agreement provides service for one or more fireplace appliances as selected on the initial enrollment form and listed on the service program.

The *Safety Plus Start-Up Program* provides one scheduled annual visit for three consecutive years for preventive maintenance and safety check on covered equipment between August 1st and October 31st. Coverage can be obtained for an additional fireplace appliance by selecting the appropriate *Safety Plus Start-Up Program* option on the enrollment form.

2. **When Coverage Begins** – Coverage begins after receipt and acceptance of payment accompanied by a signed *Safety Plus Start-Up Program* Agreement form and after first scheduled service has been performed.
3. **How to Obtain Service** – Service can be scheduled by calling 718-204-1166 during normal business hours. All non-emergency calls will be scheduled for a time convenient to the customer and Big Apple Fireplace, Inc. Preventive maintenance and safety checks on fireplace equipment are scheduled between August 1st and October 31st. Emergency service calls can be scheduled by calling 718-204-1166. Emergency service will be scheduling during Big Apple Fireplace, Inc.'s normal business hours, Monday thru Saturday between 9am and 3 pm.
4. **Service Response Policy** – Big Apple Fireplace, Inc. will make every reasonable attempt possible to schedule emergency calls within 3 business days. Big Apple Fireplace, Inc. is not responsible for delays beyond our control (such as labor problems, severe weather conditions, natural disasters and the like).
5. **Customer Option To Cancel** – A customer may cancel a *Safety Plus Start-Up Program* within 30 days of Big Apple Fireplace, Inc. receiving *Safety Plus Start-Up Program* form. Cancellation must be made in writing and mailed to Big Apple Fireplace, Inc. 18-31 42nd Street, Astoria, NY 11105. A *Safety Plus Start-Up Program* agreement may not be cancelled if any service (scheduled or emergency) has been provided prior to receipt of a cancellation receipt. If the terms for cancellation have been met, the agreement shall be void and a refund for the *Safety Plus Start-Up Program* Agreement equaling the amount received by Big Apple Fireplace, Inc. will be made within 14 days of our receipt of the cancellation request. A 10% penalty per month shall be added to a refund that is not made within 30 days of the service agreement to Big Apple Fireplace, Inc.
6. **Provider Option To Cancel** – Big Apple Fireplace, Inc., located at 18-31 42nd Street, Astoria, NY 11105 has the right, at its sole discretion to cancel any contract in the event that Big Apple Fireplace, Inc. determines the covered equipment becomes unserviceable due to factors such as age, environment, unavailable parts, unsafe working conditions, abuse or neglect of equipment, or failure to make payments according to the *Safety Plus Start-Up Program* Agreement. *Safety Plus Start-Up Program* Agreements may be cancelled by Big Apple Fireplace, Inc. without notice for non-payment of the *Safety Plus Start-Up Program* Agreement, failure of the customer to follow the professional advice of Big Apple Fireplace, Inc. or unsafe working conditions. Cancellation for any other reason will be made by mail to the address listed on the *Safety Plus Start-Up Program* Agreement 15 days prior to cancellation.
7. **Financial Commitment** – The obligations of Big Apple Fireplace, Inc. under this service contract are backed by the full faith and credit of Big Apple Fireplace, Inc.
8. **Limited Liability** – Big Apple Fireplace, Inc. 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, claims of personal injury and/or attorney fees. Big Apple Fireplace, Inc.'s maximum liability under this agreement shall not exceed the contract amount paid by the customer to Big Apple Fireplace, Inc.
9. **Circumstances Beyond Our Control** – Big Apple Fireplace, Inc. is not responsible for any delays on account of or due to labor problems, severe weather conditions, natural disasters, acts of war, acts of government, or any other circumstance beyond our reasonable control.
10. **Parts** – Parts are not covered under the *Safety Plus Start-Up Program* Agreement unless warrantied by the manufacturer and will be the responsibility of the customer for reimbursement for such parts unless other arrangements are made between the customer and Big Apple Fireplace, Inc.
11. **Services Not Covered** – Big Apple Fireplace, Inc. is not responsible for low gas pressure at the fireplace appliance which would affect the proper operation of the appliance. Customer is responsible for proper gas pressure at fireplace appliance as specified by the fireplace appliance manufacturer. Gas leak repairs are limited to the fireplace appliance only and not to the gas supply service or lines. Big Apple Fireplace, Inc. is not responsible for any blockage or soot build up in venting or chimneys. Vent and chimney repairs and cleaning is the sole responsibility of the customer. Big Apple Fireplace, Inc. will not be responsible for any venting issues that would prevent the proper operation of fireplace appliance. Customer is responsible for proper electrical supply to appliance as per manufacturer's specified requirements. Big Apple Fireplace, Inc. is not responsible for electrical supply source to appliance.
12. **Liability** – Big Apple Fireplace, Inc. shall not be liable or responsible for any fireplace appliance that has not been installed as per manufacturer's specs and State and Local Town codes.