



Gransasso Inc.  
 10 Walter Court  
 Commack, NY 11725  
 www.GransassoInc.com  
 Email: info@gransassoInc.com  
 Phone: 631-786-0075  
 Text: 631-388-9012  
 Fax: 631-991-3396  
 Licensed & Insured

## Service Agreement

Please fill in all information, check off services desired, sign & date.

**How did you hear about us?** \_\_\_\_\_

**First name** \_\_\_\_\_ **Middle Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**Email Address** \_\_\_\_\_ *Please Circle preferred methods of contact:*  
 (Billing via Email\*\*\* - Our primary point of contact is via email )  Call  Text  Email

**Cell Phone** \_\_\_\_\_ **Home Phone** \_\_\_\_\_

**Service Address** \_\_\_\_\_ **State** \_\_\_\_\_ **Zipcode** \_\_\_\_\_

### Billing Information

**\*\*\*Card details required for all transactions, regardless of payment method\*\*\***

If payment is overdue 30 days, we reserve the right to charge the card on file without prior notice, with a 3.5 % processing fee.

**First name** \_\_\_\_\_ **Middle Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_  
 (If different than above)

**Billing Address** \_\_\_\_\_ **State** \_\_\_\_\_ **Zipcode** \_\_\_\_\_

**Card number:** \_\_\_\_\_ **Circle: Visa MC Discover Amex**  
**Card exp.** \_\_\_\_\_ **Security code:** \_\_\_\_\_

**\*\*\*Check off payment method:**

**Autopay Monthly:** See Automatic Payment Terms agreement to sign\*

**Payment will be made by check or cash before the due date (the 20th of each month is the due date).** If any part of the balance becomes 30 days or more overdue, and/or exceeds \$1000, the full-service account balance will be charged automatically to the card on file without prior notice with 3.5% processing fee.

**Check Pool Pricing Level** (discussed prior to Service Agreement) 1  2  3  4  5  6  SPA COMBO 1   
 SPA COMBO 2  SPA COMBO 3

**\*\*\*Check off Desired Services below:**

- New Pool Installation
- Seasonal Package (Opening, 17 weeks of service, Closing, 2 winter checks)
- \*\*\*Opening - Circle date: Early-April Mid-April Late-April Early-May Mid-May Late-May Early-June Mid-June Late-June
- Power Vacuum
- Weekly Service
- Discounted Weekly Service
- Winter Checks (2x per year)
- Chemical Check
- \*\*\*Closing - Circle date: Mid-August Late-Aug Early Sept Mid-Sept Late-Sept Early-Oct Mid-Oct Late-Oct Early-Nov Mid-Nov
- Repairs: (please specify): \_\_\_\_\_
- New Installations - Circle: *Liner Heater Salt System Plumbing Filter Variable Speed Pump Loop Loc Cover*
- Other Services: (please specify): \_\_\_\_\_

**\*\*\* Please note for openings and closings we schedule in time frames. You can request after/before/certain day but it is not guaranteed. Early = (1st-10th) Mid = (11th-20th) Late = (21st-31st)**

Terms and Conditions:

This Service Agreement (this "Agreement") is made and entered into as of the undersigned date by and between Gransasso Inc. (hereinafter "Contractor") and \_\_\_\_\_ (hereinafter "Customer") .

The Customer represents that they are the owner of the premises or authorized by the owner to enter into this agreement, and the Customer is jointly and severally responsible to make all payments to the Contractor. All services account balances are due in full before the 20th of the month following service. Service may be suspended on accounts that reach a \$1000 balance and/or are 30 days or more overdue. Past due balances are subject to a 2% finance charge per month. The return check fee is \$35. All card payments are subject to a 3.5% processing fee.

-DISPUTES: The Contractor or subcontractor may place a mechanic's lien on the premises if the balance is not paid in full when due. All payments will be progress payments in accordance with the Lien Law. No payment will be held in escrow. In the event of litigation and/or collection actions, all legal fees, court expenses, collection fees, and any other reasonable expenses incurred by Contractor and/or subcontractor shall be paid by Customer.

-TERMINATION: Either party hereto may terminate this Agreement by providing written notice. Upon termination, all outstanding balances become due and are subject to late payment interest as described herein. If the Customer paid any money in advance of work, any portion thereof not used for a service shall be returned.

-Current material, chemical, part, and accessory pricing is published on the Contractor's website (www.Gransassoinc.com) and are subject to change without notice. All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. The contractor will only do the work shown in writing herein, and any additional work or changes to work require additional cost to the Customer. The contractor is not required to perform changes to the work scope herein unless contained in a written change order signed by the Contractor. Any work beyond the work scope herein requested by Customer and not in writing shall be subject to Contractor's regular rates Contractor's prices are subject to change and are based solely upon visible inspection of the property. Any unforeseen problems such as, but not limited to, unstable soil conditions, groundwater, utilities, etc., shall be first promptly remedied at the sole expense of the Customer before the Contractor is obligated to continue.

-WARRANTIES: The contractor makes no warranties of any kind, including any express warranties of merchantability or fitness for a particular purpose, except materials suppliers' written warranty, if any. Start and completion dates are estimates only and unless otherwise specified, time is not of the essence in this Agreement. The contractor is not responsible for delays caused by hidden defects or obstacles, weather, Acts of God, strikes, unavailability of labor or materials, or delays caused by the Customer or other contractors.

-INDEMNIFICATION: Customer agrees to indemnify, defend and hold Contractor harmless from and against all claims, causes of actions, damages, liabilities, costs, and expenses (reasonable attorney fees) relating to any third party for injury, death, or damage to person, property, trespass, and all other damage or loss arriving out of any service and/or product provided by Contractor. The Contractor shall not be liable for any consequential damages of any nature caused to the property by any failure or malfunction of any and all product(s) and/or service(s) provided. If the Contractor empties a pool for servicing, the possibility exists for wall shifts, cracks, collapses, and/or shell pop-ups. The Customer will assume the financial liability of such risk. The Customer is responsible for keeping their pool and/or spa properly maintained between visits. This includes but is not limited to: keeping the water at the appropriate level, pumping off cover water, replacing broken water bags, keeping covers secure, emptying baskets, chemical balancing, freeze protection, and inspecting systems for proper operation. The customer is also responsible for keeping fencing, pools, spas, electrical, and any associated equipment up to National, State, and local codes. The contractor will not be held liable for any pool and/or spa accidents, including but not limited to: diving injuries, slide injuries, drowning, slip and fall injuries. The Contractor shall not be held liable for damage caused by any of the following: vandalism, lightning, power surges, rain, snow, ice, wind, flooding, drainage problems, fire, freeze, chemical, rodents, animals, insects, or any other damage not caused by Contractor. When Contractor reconnects a diving board during the opening process, they are not certifying its safety. The contractor's professional advice is that residential pools should not be equipped with diving boards.

WARNING - Customer is instructed to dive at their own risk.

-Both parties agree that in the event of the failure or malfunction of any and all products and/or services provided, the sole and exclusive remedy available to the Customer shall be the refund of the cost of the product(s) and/or service(s) provided under this agreement or the repair or replacement of the said product(s) and/or service(s).

-In the event any part of this Agreement is deemed by any court of competent jurisdiction to be illegal or otherwise unenforceable, such part hereof shall be deemed void and the remainder hereof shall remain in full force and effect.

-Any and all disputes that arise between the parties shall be settled by arbitration in accordance with state law where the Contractor is located. The arbitrator's award shall be final and binding on all parties, and judgment may be entered by a court of competent jurisdiction in the county of the Contractor where all arbitration proceedings shall be conducted through the dispute resolution center or its successor.n center or its successor.

I have read the Terms and Conditions and Price Lists, accepting the specifications and conditions stated. I realize any service I check off and/or request will be scheduled on an endless recurring basis until I change or cancel said service(s). Any materials needed (chemicals, parts, etc.) will be supplied by Gransasso Inc., its employees, subcontractor, or authorized agent at extra costs.

**Signature of Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Automatic Payment Terms Agreement

This Automatic Payment Terms agreement ("Agreement") is entered into between GranSasso Inc. hereinafter referred to as the "Service Provider," and the customer, hereinafter referred to as the "Client."

### **1. Auto Pay Terms:**

The Client hereby agrees to enroll in automatic payments for the services provided by the Service Provider for the current season. Payments will be processed as services are completed and billed, rather than on a monthly basis.

### **2. Payment Methods and Processing Fees:**

a. The Client acknowledges that if they choose to have a card for automatic payments, a processing fee of 3.5% will be added to each transaction.

b. Alternatively, the Client may opt for Automated Clearing House (ACH) payments with no additional processing fees.

### **3. Payment Authorization:**

By enrolling in automatic payments, the Client authorizes the Service Provider to charge the designated payment method for the total amount due for services completed during the season.

### **4. Billing Statements:**

The Service Provider will provide the Client with an itemized billing statement detailing the services rendered and the corresponding charges for each billing cycle.

### **5. Payment Disputes:**

In the event of a billing dispute, the Client agrees to notify the Service Provider within 15 days of receiving the billing statement. Failure to dispute charges within this timeframe will be considered an acceptance of the charges.

### **6. Termination of Auto Pay:**

The Client reserves the right to terminate automatic payments at any time by providing written notice to the Service Provider.

### **7. Changes to Payment Terms:**

The Service Provider reserves the right to modify these payment terms upon written notice to the Client.

### **8. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of New York State, United States of America.

### **9. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

By signing below, the Client acknowledges that they have read, understood, and agree to abide by the terms and conditions set forth in this Agreement.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Print Name: \_\_\_\_\_

Service Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_