



Gransasso Inc.  
10 Walter Court  
Commack NY 11725  
www.Gransassoinc.com  
Email: info@gransassoinc.com  
Phone or Text: 631-796-0082  
Fax: 631-991-3396  
Licensed & Insured

**Recurring Services Agreement - Fill in all information, check off services desired, sign, date and submit.**

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
(name as it appears on credit or debit card)

Email address \_\_\_\_\_  
(billing via email)

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

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

Service Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(if different from billing address)

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
(credit or debit card information is required regardless of payment method used)

**Check-off payment method:** How did you hear about us? \_\_\_\_\_

- Charge card above automatically.
- Payment will be made by check or cash before 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 above without prior notice.**

POOL PRICING: LEVEL 1\_\_\_ LEVEL 2\_\_\_ LEVEL 3\_\_\_ LEVEL 4\_\_\_ LEVEL 5\_\_\_

**Check-off services desired below** – See www.Gransassoinc.com for current prices.

- Seasonal Package** - Must be paid in March each year.
- Opening - Circle date:** Early April Mid-April Late April Early May Mid May Late May Early June Mid June Late June
- Power Vacuum**
- Closing - Circle date:** Early September Mid-September Late September Early October Mid October Late October
- Winter Check** - Performed twice each winter.
- Liners**
- Repairs**
- Heaters**
- Pool Plumbing**
- Filter Replacement**
- Weekly Service** - Performed late in each week between Opening and Closing dates.
- Discount Weekly Service** - Same as our Weekly Service but performed early each week.
- Chemical Check Service** – Designed for customers with auto-cleaners.
- Other Services:** Please specify: \_\_\_\_\_

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., it's employees, subcontractor or authorized agent at extra costs.

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

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

### **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 Customer is jointly and severally responsible to make all payments to Contractor. All recurring services account balances are due in full before the 20th of the month following service. Service may be suspended on accounts that reach \$1000 balance and/or are 30 days or more overdue. Past due balances are subject to a 2% finance charge per month. Return check fee is \$30.

-DISPUTES: The Contractor or subcontractor may place a mechanic's lien on the premises if balance 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 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 Contractor's website ([www.Gransassoinc.com](http://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. Contractor will only do the work shown in writing herein, and any additional work or changes to work require additional cost to Customer. Contractor is not required to perform changes to the work scope herein unless contained in a written change order signed by 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, ground water, utilities, etc., shall be first promptly remedied at the sole expense of Customer before Contractor is obligated to continue.

-WARRANTIES: 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. 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. 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. 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 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.