



Seasons Of Long Island, Inc.  
 P.O. Box 909 Smithtown, NY 11787  
 www.SeasonsOfLI.com  
 Email: Info@SeasonsOfLI.com  
 Phone or Text: 631-724-5621  
 Fax: 631-724-5623  
 Licensed & Insured

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

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

Email address \_\_\_\_\_  
*(required, we don't constant contact, our billing is via email only)*

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:**

- Charge card above automatically.
- Payment will be made by the due date. **If any part of the balance becomes 30 days or more overdue, and/or exceeds \$1000, the full account balance will be charged automatically to the card above without prior notice. Also if overdue, the payment method going forward will convert to charge card automatically.**

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

- Seasonal Package** - *Must be paid in February each year to receive discount.*
- Summerize** - **Circle date:**

Early April	Mid April	Late April	Early May	Mid May	Late May	Early June	Mid June	Late June
1 <sup>st</sup> -10 <sup>th</sup>	11 <sup>th</sup> -20 <sup>th</sup>	21 <sup>st</sup> -30 <sup>th</sup>	1 <sup>st</sup> -10 <sup>th</sup>	11 <sup>th</sup> -20 <sup>th</sup>	21 <sup>st</sup> -30 <sup>th</sup>	1 <sup>st</sup> -10 <sup>th</sup>	11 <sup>th</sup> -20 <sup>th</sup>	21 <sup>st</sup> -30 <sup>th</sup>
- Power Vacuum**
- Weekly Service** - Continual service that consists of 2 or more visits to your pool each week between Summerize and Winterize.
- Winterize** - **Circle date:**

Early September	Mid September	Late September	Early October	Mid October	Late October
1 <sup>st</sup> -10 <sup>th</sup>	11 <sup>th</sup> -20 <sup>th</sup>	21 <sup>st</sup> -30 <sup>th</sup>	1 <sup>st</sup> -10 <sup>th</sup>	11 <sup>th</sup> -20 <sup>th</sup>	21 <sup>st</sup> -30 <sup>th</sup>
- Winter Check** - Performed twice each winter.

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 Contractor at extra costs.

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

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

### **Terms and Conditions:**

-The person signing this agreement represents that they are the owner of the premises or authorized by the owner to enter into this agreement, and are personally 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.

-The Contractor or subcontractor may place a mechanic's lien on the premises if 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. Should litigation or collection action result, all legal fees, court expenses, and any other reasonable expenses incurred by Contractor and/or subcontractor will be paid by the Customer.

-THE CUSTOMER OR CONTRACTOR MAY CANCEL THIS CONTRACT (VIA WRITTEN NOTICE) ANYTIME. If canceled, any advance money paid by the Customer, that has not been used for a service, would be returned.

-Current material, chemical, part, and accessory pricing is published on Contractor's website ([www.SeasonsOfLI.com](http://www.SeasonsOfLI.com)) and are subject to change without notice. All material is 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 hereon, 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, unless Customer requests changes and they are performed without a written change order. In the latter case, the cost shall be at Contractor's usual rates. Contractor's prices are subject to change and are based solely upon visible inspection of the property, and 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.

-There are 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 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.

-The Customer agrees to defend, hold harmless and indemnify Contractor, from and against all claims, liabilities to any third parties 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, unless such damage or loss is a result of the gross negligence of Contractor. The Contractor will not be liable for any consequential damages of any nature caused to the property of the Customer 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. This includes but is not limited to: diving injuries, slide injuries, drowning, slip and fall injuries. The Contractor will 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 summerize 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 to this contract 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 stricken herefrom 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.