

7802 Long Beach Blvd.
Harvey Cedars, NJ 08008



Telephone: (609) 494-3004
Fax: (609) 494-3074

Email this contract to:
gigliosvcontracts@gmail.com

NJHIC# 13VH00891400
GL Policy# I-660-8435H261

SUNPLUS & SUNCOVER FALL/SPRING SERVICE CONTRACT



Name: _____

Shore Address: _____ Shore Telephone: _____

Billing Address: _____

Home Telephone: _____ Cell Phone: _____ Email: _____

Key Location: _____ Alarm Code Garage Code

Remote and/or Switch Location: _____

Please visit www.giglioawning.com, click on Tutorials on the top navigation bar, to view a video demonstration of each service.

Please complete the appropriate information.

Preferred Dates for Fall Service

**(Water must be turned on)*

September 1-15 16-30
November 1-15 16-30

October 1-15 16-31
December 1-15

Preferred Dates for Spring Service

April 1-15 16-30
June 1-15 16-30

May 1-15 16-31

Complete Care

YES # Units

Wash frame + fabric, lubricate awning system(s), wax frame, and check to ensure working properly.

Price \$235 / \$160 each additional unit

Plus Sales Tax

**(Water must be turned on)*

**Please specify location of remote.*

**For interior switch, please leave in the neutral position.*

Comments/Additional Information: _____

****Please note: If we cannot perform the requested service, a \$25 service charge will be assessed & your Fall service will be rescheduled for Dec. 1-15.***

See reverse side for Contract Terms and Conditions, including Disclaimer of Warranties and Merchandise Return Policy.

You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either: send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or personally deliver a signed and dated written notice of cancellation to: Giglio Awning, 7802 Long Beach Blvd., Harvey Cedars, NJ 08008

ACCEPTED: _____, BUYER DATED: _____

I AGREE

Original / Giglio Awning Copy / Customer Retains

Email this contract to: gigliosvcontracts@gmail.com

CONTRACT TERMS AND CONDITIONS INCLUDING, DISCLAIMER OF WARRANTIES AND MERCHANDISE RETURN POLICY

The order on the first page hereof is subject to the following terms and conditions. By ordering or purchasing merchandise from GIGLIO AWNING LLC, "hereinafter Seller/Giglio," you agree to be bound by the following terms. You also agree that no other verbal understanding or promises are part of this contract.

1. **GIGLIO'S WARRANTIES:** GIGLIO AWNING LLC warrants solely its labor for a period of One (1) year from the completion date. All work to be completed in a neat, substantial and workmanlike manner according to standard industry practices. If full payment is not made to GIGLIO AWNING LLC, all warranties are null and void. All warranty claims must be made in writing within 30 days after completion of work under this contract and presented to GIGLIO AWNING LLC. Giglio Awning warrants only its labor. It does not warrant any parts or merchandise supplied with its service under this contract.
2. **MANUFACTURER'S WARRANTIES:** The only warranties applying to the purchased merchandise are those offered by the manufacturer, if any. GIGLIO sells all merchandise "AS IS" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. GIGLIO neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise. Any liability of GIGLIO with respect to defects or malfunctions of the goods purchased including, without limitation, those which pertain to performance or safety, whether by way of "strict liability" based upon GIGLIO'S negligence, or otherwise, are expressly excluded and BUYER hereby assumes any such risks. BUYER shall not be entitled to recover from GIGLIO any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income or other incidental damages. The manufacturer's warranty, if any, is not affected by this Disclaimer of Warranties by GIGLIO. *Giglio is not responsible for the cost of removing or reinstalling any defective merchandise or the cost of shipment of any defective merchandise to the manufacturer for repair, replacement, etc.
3. Giglio shall not be liable to the customer for nonperformance of work under this service contract due to the failure of the customer to provide access for work to be performed by Giglio under this contract; the inability of Giglio to locate switches, winter boot(s), etc. required for the performance of work under this service contract; or a condition of the customer's equipment, including fabric, awning system, frame, motors, gears, arms, installation bar and brackets, mounting bolts, etc., which makes it impossible for Giglio to complete its work under this contract.
4. Giglio shall not be liable to the customer under this contract for damage to the customer's awning system or any part thereof occasioned by the age or condition of the customer's awning system including, but not limited to, rips or tears to the awning fabric due to deterioration by exposure to the elements, age, etc. Giglio shall use industry standards and methods of care for the service work it performs on the customer's awning system, but shall not be liable for discoloration, bleaching, spotting, tearing, etc. of the awning fabric.
5. GIGLIO shall not be liable for any delay or failure to deliver any and every item of an order when the delay or failure is caused by manufacturer's or shipping delays, labor troubles, strikes, lockouts, material shortages, fire, flood, storm, accident, any act of God, or any other cause beyond the control of GIGLIO.
6. **Where the BUYER has not paid the entire price at the time of the making of this order, BUYER shall pay the entire balance due to GIGLIO upon performance of the services indicated herein and the delivery of the purchased merchandise to BUYER.**
7. GIGLIO reserves the right to cancel any order, or portion thereof, prior to delivery, due to availability of merchandise. In such event, to the extent that any deposit monies exceed the uncanceled portion of such order, such deposit money shall be returned to BUYER promptly.
8. In event that GIGLIO must retain legal counsel to enforce or defend its rights under this contract, BUYER shall pay GIGLIO reasonable attorney's fees and court costs, which attorneys fees shall, in no case, be less than 20 percent of the amount in issue between the parties.
9. BUYER will pay a late charge of 1-1/2 percent per month on balance of any order after performance of requested services and delivery of merchandise if full payment is not received upon delivery, and BUYER shall pay attorneys fees if GIGLIO retains an attorney for collection of same. In such case, BUYER shall also pay all reasonable court costs and costs of litigation.
10. The statement of work to be performed as agreed to by GIGLIO AWNING LLC was based on a visual inspection of readily accessible areas of the BUYER's property. If at any time during the performance of its work, GIGLIO AWNING LLC encounters unknown conditions that materially affect the required work and/or the timing of services, BUYER agrees to enter into a reasonable changes to the statement of work, the amount of payment to GIGLIO AWNING LLC and/or timing of completion of services to address of the additional required work due to the unknown conditions. Unknown conditions include, but are not limited to, wiring, rewiring, conduits, termite damage, water damage, the location of pipes, conduits, studs, etc., and code violations, the presence of which cannot be determined until work has started.
11. BUYER understands and agrees that BUYER may be required to perform certain minimal acts after GIGLIO AWNING LLC has completed its work to ensure that satisfactory performance of the goods and materials sold by GIGLIO such as, but not limited to, rinsing or cleaning to minimize accumulation and degradation caused by salt and sand. Manufacturers provide written instruction to BUYER on suggested or required post performance maintenance by BUYER. The BUYER agrees to secure personal effects prior to the commencement of the work by GIGLIO to prevent damage to BUYER's property including, but not limited to, the removal of pictures from walls, relocation of furniture, the removal and installation of window treatments, etc. BUYER agrees that GIGLIO AWNING LLC is not liable for damage resulting from reasonable actions in its performance of the contract.
12. **CHANGE ORDER REQUIRED: Any alteration, deviation or change in the work to be performed shall be reduced to a writing entitled "Change Order", and signed by BUYER and GIGLIO in order to be effective. Whether the changes involve extra costs or not, they will only be executed upon such written order. Such writing shall specify the change or changes, any adjustments in price therefore, and shall be executed with the same formalities as this agreement, thereby becoming a part hereof.**
13. In the event of the dispute rising between the BUYER and GIGLIO, the BUYER shall submit such dispute to the American Arbitration Association for determination in Ocean County, New Jersey, and the BUYER agrees to abide by, and be bound by, the decision and award of the arbitrators. Notwithstanding the foregoing, GIGLIO reserves the right to pursue any legal or equitable action to which GIGLIO is entitled.
14. The failure of GIGLIO to enforce any of GIGLIO'S rights under this contract shall not be a waiver of any of GIGLIO'S rights under this contract.
The front and back of this order comprise the entire agreement concerning this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized.
15. The Division of Consumer Affairs toll free number (In NJ only) 1.800.242.5846.