#### John Dill

From: Sent:

To: Subject: cs@ansspc.com

Wednesday, November 28, 2018 8:29 PM

jdillretired@aol.com

Thank you for your application!

ANSWERING SPECIALISTS

Your Applic

### Thank you for your application!

Below is a copy of the information our team has received. If you have any questions, or wish to make any changes, please don't hesitate to contact Customer Support at (866) 503-7025.

We'll be in touch soon with information about your new services.

# **About Your Company**

Contact Name: John M Dill

Contact Email Address: jdillretired@aol.com

Name: Townhomes of Bayshore Condominuim Owners

Association, Inc.

Services you provide: 146 Home Owners Company Phone Number: (302) 670-2813 Business Hours: No Office (Self-Manage)

Services provided 24/7

### **Company Address**

Address Line 1: PMB # 24, 24832 John J. Williams

Highway, Unit 1

City: Millsboro State/Province: DE Zip/Postal Code:

19966

#### **Billing Address**

Name: Townhomes of Bayshore Condominuim Owners Association, Inc.Address Line 1: PMB # 24, 24832 John J.

Williams Highway, Unit 1

City: Millsboro State/Province: DE Zip/Postal Code:

19966

## **Answering Service**

**\$74.95 / Mo.** 79¢ / Call • 100 FREE Calls / Mo. Included

#### **Settings**

Service Start Date: 11/30/2018
Preferred Greeting Phrase:
This is the Townhomes of Bayshore Condominium
Owners Association, How can we help you

Normal Setup Time (Allow three business days - more time may be necessary for complicated and extensive programming.)

#### **Phone Numbers**

Local Number. City for your local phone number:
Millsboro (Included in call package - no extra charge)

#### **Other Initial Fees**

Initial Setup Fee \$35 (One Time)

Annual Maintenance Fee \$36 (Charged each April for existing accounts - new accounts pro-rated at \$3/mo.)

## Message Delivery

I will use Automated Message D elivery via Email, Text or Fax.

Automated Message Delivery
Names, Contact Numbers, and E-mail addresses that
messages are to be delivered to (there maybe more than
one method per name):

Name: John M

Dill Email: jdillretired@aol.com Text: (302) 670-

2813 Text Carrier: Verizon

#### **Emergency Messages**

(These are calls outside of normal business hours or if the caller states this is an emergency.) In case of emergency, relay calls to:
Name: John M Dill Phone: (302) 670-2813
How the calls should be handled, the escalation procedure, on-call schedule, etc.: A service emergency Call 10 minutes between calls. If unable to contact in 30 minutes, please call:

Name: Karen L. Dill Phone number: (302) 423-7162

Ok to leave message on voicemail

# Scheduling & Order Taking

No scheduling services selected No ordering services selected

### Voicemail Services

No service selected

### vFax Service

No service selected

## Payment Info

Customer agrees that initial invoice including setup fees and first months charges will be charged this credit card.

Name on card: John M Dill

CC Bill Street Address: 25863 Sandpiper Court

CC Bill City: Millsboro
CC Bill State/Province: DE
CC Bill Zip/Postal Code: 19966

Credit Card Number (last four digits only): 1008

Exp Date: 1020

Charge credit card monthly: Yes

# Service Agreement

This AGREEMENT is made and entered into by and between ANSWERING SPECIALISTS, Inc. hereinafter known as ASI and you hereinafter known as CLIENT, whereby ASI agrees to provide services to CLIENT as follows:

#### Terms and Conditions:

1. Service shall commence on the date specified by CLIENT or as soon as possible thereafter. The term of this agreement shall be month to month on a calendar year basis. CLIENT may terminate this agreement at the expiration of the term thereof by simply providing a written notice to ASI. Any amounts due at time of cancellation will be immediately invoiced and processed for payment at time of cancellation. There will be no proration or refunds of any monthly or annual fees or for partial months of service usage. Non usage of the services contracted for under this agreement will not be construed as a cancellation by the CLIENT. CLIENT acknowledges that services contracted for are due and payable without regards to usage. Non usage or low usage of the services contracted for does not reduce the amounts due for contracted services. ASI Terms are Net-10. Interest of 1.5% per month will be charged on all past

due balances. Additionally a 10% fee will be accessed for late payments.

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- 2. Monthly charges are based on the current price list and the service options selected by the CLIENT. Services initially indicated during the setup process are subject to change by request of the CLIENT without modifying other terms and conditions of this agreement. Service plans, prices and fees are subject to change with 30 days notice. All funds are payable in U.S. Dollars.
- 3. Collection/Attorney's Fee. In the event that either party to this contract commences any lawsuit or legal action or engages a collection agency to enforce any rights or remedies which it may have under this contract, the prevailing party in any such action shall be entitled to an award of its reasonable collection fees and/or attorney's fees and costs. Should the CLIENT choose to do a chargeback of ASI fees on the CLIENT'S credit car d, and ASI prevails, a fee of \$25.00 for each chargeback will be accessed to the CLIENT'S account.
- 4. This is a contractually binding agreement, and its provisions shall be binding upon the heirs, successors, and assigns of the parties hereto.
- 5. The parties agree that the laws of the State of Idaho shall govern any dispute which might arise under this agreement, and that the venue for any lawsuit of legal action brought, or arising out of this agreement, be exclusively in the Superior Court of Boundary County for the State of Idaho.
- 6. Guarantee. The individual whose name is entered as accepting this contract (below) on behalf of a business shall be the personal guarantor of subscriber's performance of all monetary obligations which may arise out of this contract.
- 7. CLIENT acknowledges that the business of ASI is to supply business support services to its clients, including telephone answering service and voice mail service.

CLIENT under stands that all phone numbers provided by ASI are the property of ASI and will always remain ASI's property even upon and after termination of this agreement. CLIENT further acknowledges that ASI provides these services to clients on a volume basis, and that while every effort is made to carry out such services to the best of ASIs' ability there may be instances where mistakes are made. CLIENT further acknowledges that the fees charged by ASI for its services do not contemplate compensation damages to CLIENT caused by the occurrence of such error, mistake or delay, and that if ASI were to charge fees that did contemplate the assumption of such risks, that the amount of such fees would be much greater. Accordingly, it is agreed by the parties as follows:

A. CLIENT agrees that ASI assumes, shall incur and be responsible for no liability in connection with any mistake, error or delay in the performance of the se rvices to be delivered under this contract. CLIENT also waives and holds ASI exempt and free from liability as a result of such mistakes, error or delay in the delivery of such services.

B. It is additionally agreed that should the foregoing waiver of liability be held for any reason Unenforceable, the damages for any such mistake, error or delay in delivery of services shall be limited to and shall not exceed the cost of one month's fees as provided in the Agreement which would have otherwise been payable by CLIENT to ASI for the rendering of the type of service with the regard to which it is claimed that mistake, error or delay was committed or occurred.

8. CLIENT agrees to allow ASI to charge the balance on any invoice(s) outstanding on the CLIENTS account to the Credit Card Number or any other credit card that CLIENT has provided to ASI once the invoice becomes due and payable per the terms on the invoice. By accepting this contract, and/or by using our services (i.e. utilizing the telephone answering services or voice mail box, etc.), CLIENT agrees to all terms and conditions of

this contract and acknowledges that matters referred to in paragraph seven (7) have been fully discussed by and between CLIENT and ASI. CLIENT understands the meaning of this paragraph, and understands that this paragraph's effect is to eliminate certain rights and/or claims for damages which CLIENT might otherwise have. CLIENT agrees with the factual statements set forth in this paragraph, and agrees that the waiver of liability for damages contained herein is freely and voluntarily entered into.

By accepting this contract, and/or by using our services (i.e. utilizing the telephone answering services or voice mail box, etc.), CLIENT agrees to all terms and conditions of this contract and acknowledges that matters referred to in paragraph six (6) have been fully discussed by and between CLIENT and ASI. CLIENT understands the meaning of this paragraph, and understands that this paragraph's effect is to eliminate certain rights and/or claims for damages which CLIENT might otherwise have. CLIENT agrees with the factual statements set forth in this paragraph, and agrees that the waiver of liability for damages contained herein is freely and voluntarily entered into.

Name of person accepting the contract: John M Dill Position within company/organization: President

We're the answering service that doesn't sound like one! Find out why we're the best »

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