



## Merrimack Valley Wi-Fi Pros Service Agreement

### Effective Date: May 9, 2025

This Service Agreement ("Agreement") governs all services provided by GTRAIN ENTERPRISES, LLC d/b/a Merrimack Valley Wi-Fi Pros ("Contractor," "We," or "Us"), located at 16 Horseshoe Road, Chelmsford, MA 01824, to you, the customer ("Customer" or "You"). By accepting an estimate, scheduling a service, or making payment, you agree to these terms.

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### 1. Scope of Services

- Contractor provides Wi-Fi network installation, network optimization, and technical support services as detailed in the estimate or invoice provided to Customer.
  - Estimates are good-faith projections based on information you provide. Unforeseen conditions (e.g., wiring issues), scope changes, or supplier price increases may result in additional charges, which will be communicated before proceeding.
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### 2. Scheduling and Cancellations

- **Access:** You must provide free and clear access to work areas, including moving furniture or personal property if needed. If Contractor assists with moving items, it is a courtesy, not an obligation, and we are not liable for damage or loss to such property.
  - **Rescheduling:** You may reschedule with at least 48 hours' notice at no cost. Less than 48 hours' notice incurs a \$125 cancellation fee.
  - **Contractor Modifications:** We may reschedule or cancel due to unforeseen circumstances (e.g., weather, staffing). You will be notified promptly, and rescheduling will be offered at no additional cost.
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### 3. Customer Responsibilities

- **Preparation:** Provide access to all network equipment and ensure work areas are free of hazards (e.g., asbestos, mold, insects). You are responsible for backing up data on devices; Contractor is not liable for data loss.



- **Cooperation:** An adult (18+) must be present during on-site work to authorize and assist as needed.
  - Failure to meet these obligations may result in delays or cancellation, with applicable fees still due.
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#### 4. Payments

- **Terms:**
    - Final payment is due upon completion of work unless otherwise agreed.
    - For estimates over \$2,500, a 30% deposit may be required at scheduling, with the balance due at completion.
    - Accepted methods: cash, check, ACH, credit card, gold, or Venmo. Returned checks incur a \$35 fee.
  - **Pricing:** Rates are as quoted in the estimate or invoice. Additional fees for unforeseen work or parts will be disclosed in advance.
  - **Cancellations:** Cancelled contracts may incur a restocking fee for returned materials. Deposits are refundable if cancelled 48 hours prior, less any restocking fees.
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#### 5. Workmanship and Warranty

- **Performance:** Contractor will perform work with reasonable care. Minor damage to drywall, plaster, or ceiling tiles may occur despite care, and Contractor is not responsible for repairs to these surfaces or related paint.
- **Limited Warranty:**
  - *Parts and Equipment Coverage:* Materials, parts, and equipment are warranted solely per the manufacturer's terms, covering normal wear and tear. Damage from abnormal events (e.g., water, power surges) is not covered.
  - Labor is warranted for 60 days from completion. Issues due to our workmanship will be corrected at no labor cost (parts may incur fees). This



does not cover misuse, equipment failure, or external factors (e.g., water damage, power surges).

- *Performance Guarantee:* Contractor guarantees that installed Wi-Fi systems will improve coverage and performance over your existing system, to your reasonable satisfaction. If you are not satisfied with the system's performance within 30 days of installation due to issues directly attributable to Contractor's workmanship or equipment, Contractor will, at its sole discretion, either repair or adjust the system at no additional labor cost or remove the installed system and refund the full amount paid for the service, less any restocking fees for returned materials. This guarantee does not cover non-payment, misuse, external factors (e.g., power surges, water damage, or customer modifications), or issues arising from customer-provided equipment or network security settings. To qualify, Customer must notify Contractor in writing within 30 days of installation, provide access for inspection or removal, and have made full payment for the service. Failure to meet these conditions voids the guarantee. Upon removal, the system reverts to its pre-installation state, and Contractor is not responsible for repairs to drywall, plaster, or other surfaces affected during installation or removal. This guarantee is separate from but complementary to the labor and parts warranties above.
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- **Network Security:** Our work does not include security protection for your network beyond what the installed devices provide. You are solely responsible for securing your system.

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## 6. Liability Limits

- Contractor is not liable for:
  - Special, indirect, incidental, consequential, or punitive damages (e.g., loss of profit, equipment use, or temporary service costs), whether in contract, tort, negligence, strict liability, or otherwise.
  - Damage to property or equipment beyond what is directly caused by our negligence, limited to the service cost.



- Delays or interruptions due to factors beyond our control (e.g., weather, customer unpreparedness).
  - Total liability under this Agreement shall not exceed the amount paid for the service.
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## 7. Privacy

- We collect your name, address, contact details, and payment information to fulfill services. This data may be shared with third-party vendors (e.g., payment processors) on and as needed basis but will not be sold or misused. Contact us for our full Privacy Policy.
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## 8. Governing Law and Disputes

- This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
  - Venue for any legal action is Middlesex County, Massachusetts. Disputes will first be addressed through negotiation; unresolved disputes may proceed to binding arbitration per Massachusetts law.
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## 9. Termination and Refusal

- Contractor may refuse or terminate service for reasons including nonpayment, unsafe conditions, or lack of access, with notice where feasible. Fees for completed work remain due.
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## 10. Acceptance and Changes

- **Acceptance:** By accepting an estimate, scheduling work, or signing below, you agree to these terms and authorize Contractor to perform the work as specified.
  - **Changes:** We may update this Agreement, with changes effective upon posting at our office or website. Continued use of our services implies acceptance.
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Merrimack Valley  
**Wi-Fi PROS™**

### **Contact Us**

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Phone: 978-577-5884  
Email: [info@mvwifipros.com](mailto:info@mvwifipros.com)  
Website: [mvwifipros.com](http://mvwifipros.com)

### **Customer Acknowledgment:**

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_