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 call 631-242-2667 email service@ultimatepoolcare.com fax 631-293-9071



2017 Spring Service Agreement

| | | | |
|---|----------|---|---------------------|
| <input type="checkbox"/> Please provide the same Opening Services as last year | | | |
| <input type="checkbox"/> Please provide all the necessary services to prepare my pool/spa for the 2017 season | | | |
| OR (check individual items as required) | | | |
| <input type="checkbox"/> Summerize Pool ¹ | \$195.00 | <input type="checkbox"/> Safety Cover Removal | \$120.00 |
| <input type="checkbox"/> Pool/ Spa Combo | \$315.00 | <input type="checkbox"/> Water Bag Solid Cover Removal | \$135.00 |
| <input type="checkbox"/> Separate Spa From... | \$225.00 | <input type="checkbox"/> Oversized Cover Removal (Over 900 sq. ft.) | \$ 80.00 Additional |
| | | <input type="checkbox"/> Cable System on Safety Cover | \$ 75.00 Additional |
| <input type="checkbox"/> Pool Cleaner Booster Pump ² | \$ 30.00 | <input type="checkbox"/> Remove Water & Debris from Cover | \$ 75.00/ ½ Hr. |
| <input type="checkbox"/> Heater ³ | \$ 35.00 | <input type="checkbox"/> Clean cover Before Storing From... | \$ 105.00 |
| <input type="checkbox"/> Extra Pump Each... | \$ 30.00 | | |
| <input type="checkbox"/> Solar System ⁴ | \$ 85.00 | <input type="checkbox"/> Add Start-up Chemical Package ⁵ | \$ 140.00 |
| <input type="checkbox"/> In-Floor Cleaning System | \$ 85.00 | <input type="checkbox"/> Clean Filter Grids: at Summerize | \$ 75.00 |
| <input type="checkbox"/> Program Auto-Controller | \$ 75.00 | | |
| <input type="checkbox"/> Chlorine Generator ⁶ | \$ 75.00 | <input type="checkbox"/> Drain, Clean, Acid Wash Pool Surface | From \$895.00 |
| <input type="checkbox"/> Auto Fill Line | \$ 20.00 | | |
| <input type="checkbox"/> Air Blower | \$ 20.00 | <input type="checkbox"/> Initial Cleaning Service ⁷ | \$ 50.00/ Visit |
| <input type="checkbox"/> Waterfall | \$ 30.00 | <input type="checkbox"/> Initial Vacuum Service ⁸ | \$ 99.00/ Hr. |
| <input type="checkbox"/> Slide | \$ 20.00 | | |
| <input type="checkbox"/> Child Safety Fence | \$105.00 | <input type="checkbox"/> Heater Tune-Up Service ⁹ | \$ 160.00/ Parts |

| | |
|--|-----------|
| YES! I would like to have Vacuum Service for my pool. Please choose the service below:¹⁰ | |
| Weekly Maintenance FROM: | \$ 80.00 |
| Weekly Maintenance With Spa FROM: | \$ 90.00 |
| Bi-Weekly Maintenance FROM: | \$ 100.00 |
| Bi-Weekly Maintenance With Spa FROM: | \$ 115.00 |

Return this 2017 Spring Service Agreement with pre-payment before 4/30/2017 and receive 50% off the Start-up Chemical Package

| | |
|---|------------------|
| PAYMENT INFORMATION (See Back) | |
| METHOD OF PAYMENT: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER | |
| CREDIT CARD #: _____ | *CVC CODE: _____ |
| NAME ON CARD: _____ | EXP. DATE: _____ |

NOTE: \$300.00 DEPOSIT REQUIRED TO RESERVE DATE
 If you want your pool ready for Memorial Day Weekend, please schedule opening date on or before 5/14/2017

| |
|---------------------------------------|
| SPECIAL INSTRUCTIONS/ REQUESTS |
| _____ _____ |

| | |
|---|--------------|
| REQUESTED WEEK OF SERVICE | |
| 1 ST CHOICE: WEEK OF _____ | |
| 2 ND CHOICE: WEEK OF _____ | |
| NAME _____ | |
| ADDRESS _____ | |
| TOWN _____ | ZIP _____ |
| PHONE _____ | E-MAIL _____ |
| PLEASE RETURN THIS COPY WITH DEPOSIT | |
| Email: service@ultimatepoolcare.com fax: 631-293-9071 | |

- Please note that the actual cost to open your pool will be determined by the technician at the time of service.
 - By signing this agreement, you indicate that you give Ultimate In Pool Care/ Chaikin Ultimate Pools permission to perform the work listed above and that you agree to the terms set forth on the 2017 Spring Service Agreement.
 - This agreement must be completed and returned before the pool service can be scheduled.
- SIGNATURE REQUIRED BELOW**
- X _____

GENERAL TERMS AND CONDITIONS

REPAIR CALL DISCLAIMER

Due to the nature of swimming pool/ spa repair and service work, Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools is not responsible for tangential component failures or otherwise unrelated problems that may occur subsequent to repair service calls. Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools will use diligence in troubleshooting and repair procedures, however simply touching some older components may exacerbate problematic conditions.

OTHER DISCLAIMER

- I. Upon completion of service, Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools is not responsible for maintenance or clean-up of the swimming pool unless this service has been requested in signature and agreed to in terms of the contract.
- II. Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools is not responsible for damage to the swimming pool/ spa structure, coping or related items; or any of the equipment if caused by slippage under and around the swimming pool/ spa, buried debris, surface water runoff, fire, flood, storm, earthquake, acts of God, or the negligent maintenance of the swimming pool/ spa by the Owner or for any reason whatsoever, any town, city, county, state, or other municipal board.
- III. Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools is not responsible for damage to winter covers during storage.

OWNER'S RESPONSIBILITY

- I. Owner represents that he is the owner of the real property upon which the swimming pool/ spa work is to be performed and that no existing covenants and restrictions hinder the performance of such work.
- II. Under any and all circumstances the owner shall furnish and be responsible for the cost related to furnishing water, fuel and power for the services and maintenance of the pool/ spa.
- III. It is the owner's responsibility to obtain any permit and pay any fee that may be required by individual municipalities as a pre-requisite for emptying the pool/ spa. The owner agrees to pay for any fines incurred due to the discharge of water.
- IV. Owner agrees to have the swimming pool/ spa water level at proper operating level to start system. Owner agrees to have access to outside electric and water and that all equipment must be accessible. Owner agrees to a \$65.00 fee if Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools is prevented from starting or completing scheduled services.

DELAYS

Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools agrees to perform work diligently, but our company shall not be responsible for delay or damages caused by failure to perform work or to furnish materials or equipment due to acts of God, conditions created by the threat of or inclement weather, war, riot, or other civil disturbances, strike, government prohibition, or delays caused by the Owner, not leaving access to the swimming pool/ spa

WORK CHANGES

Requests for any changes or additions to this contract desired by the Owner shall be made in writing at a price as mutually agreed, signed by both parties and shall be part of the contract. All sums for changes or additions shall be due and payable at the completion of work, as payment policy is COD.

MISCELLANEOUS

- I. The parties agree that this written agreement contains all the agreements, understandings, and representations made by both parties herein and that no representation or agreement, warranty or other statement, written or oral, made by Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools, agent or employee or salesman, shall be valid and binding unless same is included and made part of this agreement. No amendments, alterations, cancellations or changes to this agreement shall be valid unless in writing and subscribed by the Owner and Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools.
- II. Owner agrees not to employ any of Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools employees or subcontractors of Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools without our company's prior written consent.

PAYMENT

- I. Before any work will commensurate or any materials ordered; a credit card authorization form must be on file with Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools.
- II. Payments & Terms: Invoices are payable upon receipt. A finance charge of 1.5% per month (minimum of \$3.00) will be applied to any invoice outstanding for over 30 days. The parties hereto explicitly agree that in the case of default of the terms of this contract by the customer(s), customer(s) shall be liable for all costs and expenses of collections, including reasonable attorney's fees, court costs, disbursements and interest on the unpaid balance at 18% per annum. Deposited checks that are returned by the bank are subject to a \$35.00 fee. The terms of this agreement is a single season and may be cancelled by either party in writing.
- III. Any and all invoice disputes must be done within 30 days of invoice date or charge will be deemed valid.

WARRANTY

Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools warrants that all material used on completing the repair or work contracted herein will be of good quality and the work will be in a competent and workmanlike manner. **If any defects shall occur Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools will repair any improper workmanship and replace and repair defective materials without cost to the Owner, provided the Owner has notified Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools of such defects within 24 hours after the completion of this service or repair, and further provide that the Owner has paid Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools in full the agreed price of the work as set forth in this contract and has complied in full with the terms and conditions of the agreement.** Equipment, parts, or accessories purchased by Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools for use in this service or repair is subject to the manufacturer's guarantee. Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools shall not be responsible for any consequential damages or contingent liability arising out of the failure of any product or its accessories to operate properly. The warranty is limited to the original Owner of the swimming pool/ spa and is not transferable except upon written consent of Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools.

INDEMNIFICATION

Owner shall indemnify and hold Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools harmless for any claims or litigation commenced against Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools due to the Owner's breach of any provision of this contract.

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Notes

1. Re-installation of accessories such as diving boards, ladders, handrails, etc. Re-assembly of filter, pump and chlorinator, including replacement of gaskets and/or seals if needed (parts not included). Complete water chemistry check (chemicals required to balance the water chemistry are not included and will be billed accordingly). Cover removal is not included.
2. Pool cleaner operation will be checked as thoroughly as possible. Certain conditions/ problems do not show themselves without continual operation.
3. Spring heater service includes reinstalling drain plugs, pressure switch, burner tray (if applicable), and test to see if heater fires up. In the event the heater does not fire up, a separate service call will be necessary to diagnose & repair. Please note the available heater tune-up service on the Service Agreement. Heaters will be left in the off position.
4. Solar System service includes programming controller, lubricating and adjusting valves and checking system operation. There will be an additional charge to "climb" on roof, if necessary.
5. Start-up chemical package includes: 5 gallons liquid shock, 1 quart algaecide, 1 quart stain prevention. In addition, pool walls will be brushed for up to a ½ an hour.
Start-up chemical package offered at \$70.00 (50% savings) with pre-payment.
6. Chlorine Generator service includes the cleaning of cells, testing salt level in pool. If salt is necessary, this will be at an additional cost.
Any additional pH adjusters, Alkalinity adjusters, and such used will incur a separate charge.
7. Please refer to our 2017 Spring Clean-up Agreement available on our website www.ultimatepoolcare.com.
8. Please refer to our 2017 Spring Clean-up Agreement available on our website www.ultimatepoolcare.com.
9. Heater Tune-Up Service includes: vacuum/ clean heat exchanger, vacuum clean/ combustion chamber, clean pilot and/ or burner tubes, covered repairs if necessary. Replacement of heat exchangers, combustion chambers, and testing draft are not included in this service. If determined that heater is not repairable or does not warrant repair, service cost will be applied to a new heater installation. Parts are not included and will be in addition. A quote will be given before any repairs are performed.
10. Please refer to our 2017 Pool/Spa Maintenance Agreement. Agreement will be emailed/ faxed on request.
 - Any repairs required at the time of Opening will incur a separate service charge.
 - Cleanings performed at the time of Opening will be billed at \$105.00 per hour.
 - Any additional pH adjusters, Alkalinity adjusters, and such used will incur a separate charge.