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

2018 Winter Service Agreement

<input type="checkbox"/> Please provide the same Winter Services as last year			
<input type="checkbox"/> Please provide all the necessary services to winterize my pool/spa for the 2018-2019 Winter			
or (check individual items as required)			
<input type="checkbox"/> Winterize Pool ¹	\$195.00	<input type="checkbox"/> Add Winter Chemical Package ²	\$ 140.00
<input type="checkbox"/> Pool/ Spa Combo	\$315.00	<input type="checkbox"/> Antifreeze (per gallon)	\$ 10.55
<input type="checkbox"/> Separate Spa From...	\$225.00	<input type="checkbox"/> Safety Cover Installation	\$ 120.00
<input type="checkbox"/> Pool Cleaner Booster Pump	\$ 30.00	<input type="checkbox"/> Water Bag Solid Cover Installation	\$ 135.00
<input type="checkbox"/> Heater ³	\$ 35.00	<input type="checkbox"/> Oversized Cover Installation (Over 900 sq. ft.) <input checked="" type="checkbox"/> Cable System on Safety Cover	\$ 80.00 Add
<input type="checkbox"/> Extra Pump Each...	\$ 30.00		\$ 75.00 Add
<input type="checkbox"/> Solar System	\$ 85.00	<input type="checkbox"/> Lower water level in pool: 12" solid cover, 18" mesh cover	\$ 60.00 per ½ hour
<input type="checkbox"/> In-Floor Cleaning System	\$ 85.00	<input type="checkbox"/> Child Safety Fence	\$ 105.00
<input type="checkbox"/> Chlorine Generator	\$ 75.00	<input type="checkbox"/> Clean Filter Grids	\$ 85.00
<input type="checkbox"/> Auto Fill Line	\$ 20.00	<input type="checkbox"/> Final Vacuum Service ⁴	\$ 99.00/ hour
<input type="checkbox"/> Air Blower	\$ 20.00	<input type="checkbox"/> Extra Work (i.e. Put away furniture)	\$ 95.00/ hour
<input type="checkbox"/> Waterfall	\$ 30.00	<input type="checkbox"/> Winter Maintenance Fill out type of pool below	See list Below
<input type="checkbox"/> Slide	\$ 20.00		

YES! I would like to have Winter Maintenance for my pool. Please choose the service below:⁵
Beginning 11/1/2018 and ending 4/15/2019

Mesh Safety Cover	\$ 650.00
Solid Safety Cover	\$ 680.00
Water bag Cover	\$ 705.00

Note: Chemicals, equipment, water bags, etc. (if needed) are additional.

PAYMENT INFORMATION (See Back)

METHOD OF PAYMENT: CASH CHECK VISA MASTERCARD AMEX DISCOVER

CREDIT CARD #: _____ *CVC CODE: _____

NAME ON CARD: _____ EXP. DATE: _____

SPECIAL SERVICE AVAILABLE
Ask about our Winter Pump and Filter Service!

REQUESTED WEEK OF SERVICE

1ST CHOICE: WEEK OF _____

2ND CHOICE: WEEK OF _____

NAME _____

ADDRESS _____

TOWN _____ ZIP _____

PHONE _____ E-MAIL _____

PLEASE RETURN THIS COPY WITH DEPOSIT

Email: service@ultimatepoolcare.com fax: 631-293-9071

SPECIAL INSTRUCTIONS/ REQUESTS

- Please note that the actual cost to winterize 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 2018 Winter 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 \$50.00 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 commence 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.

Notes

1. Removal of accessories such as diving boards, ladders, handrails, etc. Dismantling of filter, pump and chlorinator. Complete water chemistry check (chemicals required to balance the water chemistry are not included and will be billed accordingly). Cover installation is not included.
 2. Winter chemical package includes: 5 gallons liquid shock, 1 quart algaecide, 1 quart stain prevention
 3. Pool water passes through heater at all times. Heaters must be drained, pressure switch removed
 4. All pools/ spas must be free of debris at time of Winterizing. No pool/ spa will be winterized with debris.
 5. Winter program is a **bi-monthly** maintenance program. **Chaikin Ultimate Pools/Ultimate in Pool Care (CUP/UIPC)** will send a mechanic to keep cover clean and free of debris, maintain water chemistry, ensure that the pool level is maintained at the optimum level to protect the swimming pool and cover from damage, and inspect pool area to catch possible problems before they occur.
- Any repairs required at the time of Winterizing will incur a separate service charge.
 - Cleanings performed at the time of Winterizing will be billed at \$99.00 per hour.
 - All pools/ spas must have their pH, alkalinity, and calcium hardness within APSP guidelines at the time of Winterizing.