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2019 Swimming Pool Clean-up Agreement

Dear Valued Customer,

We would like to extend our thanks and appreciation to you for using our services this season. We hope this will be the best pool season and summer yet!

Upon opening your pool, it will appear either green or very cloudy. Once we check your pool chemistry and adjust the chemicals accordingly, your pool may look worse before it begins to improve.

With this in mind, we offer a service that a technician will return to your home on a daily basis, which will consist of leaf raking, backwashing the filter and adjusting the chemicals until the pool is clear and ready for vacuum. This service is \$ 55.00 per visit, plus chemicals.

YES! I would like to be on schedule for the pool clearing service.

No thank you, I will clear up my pool.

Once your pool is clear and you can visibly see the bottom, an **INITIAL VACUUM** service can then be scheduled. This service consists of using our own filtration system to vacuum your pool and prevent "wear and tear" on your system. We will again adjust all chemicals, leaf rake and backwash the filter, if it is necessary. The technician will stay as long as is needed to get your pool clean, in some cases they may have to return the following day to allow all the debris to settle and begin vacuuming again. This service is \$100.00/hr. plus chemicals.

YES! I would like to be on schedule for an Initial Vacuum service.

No thank you, I will maintain my pool.

Return the 2019 Spring Service Agreement with pre-payment before 4/30/2019 and receive 50% off the Start-up Chemical Package

PAYMENT INFORMATION (See Back)

METHOD OF PAYMENT: CASH CHECK VISA MASTERCARD AMEX 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 5/11/2019

SPECIAL INSTRUCTIONS/ REQUESTS

REQUESTED WEEK OF SERVICE

1ST CHOICE: WEEK OF _____

2ND CHOICE: WEEK OF _____

NAME _____

ADDRESS _____

TOWN _____ ZIP _____

PHONE _____ E-MAIL _____

PLEASE RETURN WHITE COPY WITH DEPOSIT

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

- 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 2019 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 \$55.00 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 it's 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.