



30 Dunton Ave., Deer Park NY 11729

## 2023 SWIMMING POOL CLEAN-UP AGREEMENT

Thank you for choosing  
The Chaikin Ultimate Group

**Deer Park Office: The Ultimate In Pool Care**  
[service@ultimatepoolcare.com](mailto:service@ultimatepoolcare.com) 631-242-2667  
**East End Office: Spring & Summer Activities**  
[info@springandsummeract.com](mailto:info@springandsummeract.com) 631-728-1929



PO Box 319, Hampton Bays NY 11946

This agreement must be completed & returned before any service can be scheduled. Please read all pages carefully.

### Dear Valued Customer:

Thank you for choosing us to service your pool this season. We know that you have many choices, and we truly appreciate your confidence. We hope this will be your best swimming season and summer yet!

As you are probably aware, your pool is usually either green or very cloudy upon opening. Once we check and adjust the pool chemicals, your pool may actually look worse before it improves. With this in mind, we offer our Swimming Pool Clean-Up Agreement as follows:

**INITIAL CLEARING:** A trained technician will adjust the chemicals, leaf rake and backwash the filter as necessary until the pool clears. This service is \$65 per visit plus chemicals.

YES! I would like pool clearing service.  NO thank you, I will clear the pool myself.

**INITIAL VACUUM (CLEANING):** Once the pool is clear and you can see the bottom, we can do the **INITIAL VACUUM** service. A trained technician will adjust the chemicals, leaf rake and backwash the filter as necessary, and vacuum the pool using our own auxiliary filtration system. This prevents wear & tear and clogging of your pool filter. The tech will stay as long as needed to clean the pool. In some cases we will need to make a return visit to allow the debris to settle so we can clean again.

This service is \$115.50 per hour plus chemicals.

YES! I would like Initial Vacuum Service.  NO thank you, I will maintain the pool.

**Return this agreement with pre-payment before 4/30/2023  
and receive 50% off the Start-up Chemical Package**

#### PAYMENT INFORMATION (See Next Page)

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 Friday 5/12/23.

#### SPECIAL INSTRUCTIONS/ REQUESTS

- By signing this agreement, you indicate that you give The Chaikin Ultimate Group permission to perform the work listed above and that you agree to the terms set forth on the 2023 Spring Service Agreement.
- This agreement must be completed and returned before the pool service can be scheduled.

**SIGNATURE REQUIRED BELOW**

X \_\_\_\_\_

#### REQUESTED WEEK OF SERVICE

1<sup>ST</sup> CHOICE: WEEK OF \_\_\_\_\_

2<sup>ND</sup> CHOICE: WEEK OF \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TOWN \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

PLEASE MAIL, FAX OR EMAIL WITH DEPOSIT  
TO THE ADDRESSES ABOVE

## GENERAL TERMS AND CONDITIONS | Ultimate In Pool Care, Inc. and Subsidiaries

dba Ultimate In Pool Care | Chaikin Ultimate Pools | Spring & Summer Activities | Chaikin Ultimate Management

### REPAIR CALL DISCLAIMER

Due to the nature of swimming pool/ spa repair and service work is not responsible for tangential component failures or otherwise unrelated problems that may occur subsequent to repair service calls. Ultimate In Pool Care, Inc. 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. 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. 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. 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 \$75.00 fee if Ultimate In Pool Care, Inc. is prevented from starting or completing scheduled services.

### DELAYS

Ultimate In Pool Care, Inc. 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., 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.
- II. Owner agrees not to employ any of Ultimate In Pool Care, Inc. employees or subcontractors of Ultimate In Pool Care, Inc. 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.
- 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. 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. 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. 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. 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. for use in this service or repair is subject to the manufacturer's guarantee. Ultimate In Pool Care, Inc. 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.

### INDEMNIFICATION

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