



The Ultimate In Pool Care  
 Chaikin Ultimate Pools  
 Spring & Summer Activities  
 Chaikin Ultimate Management

# WINTER SERVICE AGREEMENT

# 2023

Ultimate In Pool Care: 631-242-2667 | [service@ultimatepoolcare.com](mailto:service@ultimatepoolcare.com)

Spring & Summer Activities: 631-728-1929 | [info@springandsummeract.com](mailto:info@springandsummeract.com)

This agreement must be completed & returned before any services may be scheduled!

- Please provide the same Winter Services as last year
- Please provide all the necessary services to winterize my pool/spa for 2023-2024 season.
- or (check individual items below as required)

|  |          |  |                |
|--|----------|--|----------------|
| <input type="checkbox"/> Winterize Pool <sup>1</sup> | \$252.00 | <input type="checkbox"/> Add Winter Chemical Package <sup>2</sup>        | \$ 175.00      |
| <input type="checkbox"/> Pool/ Spa Combo             | \$399.00 | <input type="checkbox"/> Antifreeze (per gallon)                         | \$ 11.75       |
| <input type="checkbox"/> Separate Spa From...        | \$357.00 | <input type="checkbox"/> Safety Cover Installation                       | \$ 136.50      |
| <input type="checkbox"/> Pool Cleaner Booster Pump   | \$ 30.00 | <input type="checkbox"/> Water Bag Solid Cover Installation              | \$ 157.50      |
| <input type="checkbox"/> Heater <sup>3</sup>         | \$ 35.00 | <input type="checkbox"/> Oversized Cover Installation (Over 900 sq. ft.) | \$ 80.00 Add   |
| <input type="checkbox"/> Extra Pump Each...          | \$ 30.00 | <input type="checkbox"/> Cable System on Safety Cover                    | \$ 75.00 Add   |
| <input type="checkbox"/> Solar System                | \$175.00 | <input type="checkbox"/> Lower water level in pool minimum 12"           | \$ 90.00       |
| <input type="checkbox"/> In-Floor Cleaning System    | \$ 90.00 | <input type="checkbox"/> Child Safety Fence                              | \$ 155.00      |
| <input type="checkbox"/> Chlorine Generator          | \$ 85.00 | <input type="checkbox"/> Clean Filter Grids                              | \$ 85.00       |
| <input type="checkbox"/> Auto Fill Line              | \$ 25.00 | <input type="checkbox"/> Final Vacuum Service <sup>4</sup>               | \$ 115.50/hour |
| <input type="checkbox"/> Air Blower                  | \$ 20.00 | <input type="checkbox"/> Extra Work (i.e., Put away furniture)           | \$ 75/ ½ hour  |
| <input type="checkbox"/> Waterfall                   | \$ 55.00 | <input type="checkbox"/> Winter Maintenance                              | See List Below |
| <input type="checkbox"/> Slide                       | \$ 25.00 | Fill out type of pool below  |                |

YES! I would like to have Winter Maintenance for my pool. Please choose the service below:<sup>5</sup>

Beginning 11/1/2023 and ending 4/15/2024

Mesh Safety Cover \$ 850.00

Solid Safety Cover \$ 875.00

Water bag Cover \$ 915.00

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

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

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

Please return this form with deposit to your regular service office:

[service@ultimatepoolcare.com](mailto:service@ultimatepoolcare.com) or mail to:

Ultimate In Pool Care, 30 Dunton Ave., Deer Park NY 11729

[info@springandsummeract.com](mailto:info@springandsummeract.com) or mail to:

Spring & Summer Activities, PO Box 319, Hampton Bays NY 11946

### 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 2023 Winter Service Agreement.
- This agreement must be completed and returned before the pool service can be scheduled.

**SIGNATURE REQUIRED BELOW**

X \_\_\_\_\_

**TERMS & CONDITIONS ARE ON THE NEXT PAGES.  
PLEASE READ CAREFULLY.**



# WINTER SERVICE AGREEMENT

# 2023

General Terms & Conditions are on the next 2 pages.  
Please read all pages carefully.

## REPAIR CALL DISCLAIMER

Due to the nature of swimming pool/ spa repair and service work, Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools Spring & Summer Activities 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 and Spring & Summer Activities 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 and Spring & Summer Activities 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 and Spring & Summer Activities 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 and Spring & Summer Activities is not responsible for damage to winter covers during storage.

## OWNER'S RESPONSIBILITY

- I. The 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 prerequisite 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. The owner agrees to have access to outside electricity and water and that all equipment must be accessible. The owner agrees to a \$50.00 fee if Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools and Spring & Summer Activities is prevented from starting or completing scheduled services.

## DELAYS

Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools and Spring & Summer Activities 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 the 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, and Spring & Summer Activities 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 and Spring & Summer Activities.
- II. The owner agrees not to employ any employees or subcontractors of Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools and Spring & Summer Activities 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 and Spring & Summer Activities.
- 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 are for 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 the invoice date or charge will be deemed valid.

## WARRANTY

Ultimate In Pool Care, Inc. DBA Chaikin Ultimate Pools and Spring & Summer Activities 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 and Spring & Summer Activities 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. 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 and Spring & Summer Activities 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 and Spring & Summer Activities.

## INDEMNIFICATION

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

## Notes

1. Winterization includes: Removal of accessories such as diving boards, ladders, handrails, etc.; draining of filter, pump and chlorinator and 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 detached.
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. We will send a technician to keep cover clean and free of debris, add liquid chlorine if possible, maintain pool water at proper level to protect the swimming pool and cover from damage, and inspect pool area to catch possible problems before they occur.
6. Any repairs required at the time of Winterizing will incur a separate service charge.
7. Cleanings performed at the time of Winterizing will be billed at \$115.50 per hour.
8. All pools/ spas must have their pH, alkalinity, and calcium hardness within PHTA guidelines at the time of Winterizing.



# Thank you!

Please visit us online [www.ultimatepoolcare.com](http://www.ultimatepoolcare.com) for up-to-date news and to learn more about The Chaikin Ultimate Group divisions services.

- Now offering Swimming Pool Maintenance and repair throughout Long Island
- Long Island's best leak detection & repair services
- Residential & Commercial Pool Construction throughout the Tri-State Area
- Commercial Aquatic Facility Management