



Pools Plus

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Grand Rapids, MI 49512

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PRE-PAID RESIDENTIAL SWIMMING POOL CLOSING CONTRACT

The following is a special contract which allows you to predetermine the cost of closing your pool. Mark the appropriate lines which describes the work to be done and any new materials to be supplied. **Commercial pools are billed on a time and material basis.**

PLEASE READ THIS CONTRACT and mark the appropriate lines which will describe the work you want done.

Name _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone _____ Alt. Ph. _____ Email _____

Type of Pool In-Ground _____ Above-Ground _____

Size of Pool (approx.) _____ Type of Pool _____

Type of Sanitizer _____ Type of Cover _____

Use **ALL** blanks below to list the **PREFERRED WEEK** to have your swimming pool closed. **We schedule as we receive this completed contract and payment.** Times of closings 8:30 a.m. - 6:00 p.m. **No scheduled times given.**

WEEK OF: 1st week: _____ 2nd week: _____ 3rd week: _____

BASIC WINTERIZING SERVICE BY POOLS PLUS:

Includes: emptying all water from pool lines, addition of non-toxic anti-freeze for additional protection, plugging return & skimmer lines using plugs/Gizzmos **supplied by owner**, remove deck ladders, rails, remove & secure underwater pool light, secure electrical services (when possible), drain water from pool equipment, install Winter Cover. Fees excludes attached spas, bath-house plumbing and/or fixtures. Chemical Treatment is limited to: *Chlorine/Bromine/Sustain pools will be supplied with a winter shock and winter algacide.

**Soft Swim pools, Owner to maintain proper "A", "B" and "C" levels, no special winterizing chemicals needed.

OWNER'S RESPONSIBILITY; Owner to keep pool vacuumed and free from debris. Pool water to be clear and chemically balanced prior to winterizing. Owner to have ALL winterization materials (plugs/Gizzmos, winter cover, water tube, etc.) available poolside for installation by Pools Plus.

NOTES:

BASIC CLOSING: ALL POOLS UP TO AND INCLUDING 20' x 40'

With customer having cover off and pool/spa water at closing level \$269.00 \$ _____

ADDITIONAL FEES:

Pools Plus to pump water down to winterizing level (see #10) \$ 50.00 \$ _____

Pools Plus to winterize attached spa/floor cleaner/water fountain \$ 50.00 \$ _____

Extra travel cost See Mileage Chart \$ _____

Any closings submitted or scheduled after November 1st assessed additional fee. \$150.00 \$ _____

Send With Contract (**Will not be processed without payment**) \$ _____

AMEX/VISA/MASTERCARD/DISCOVER# _____ EXP DATE _____

ACCEPTANCE OF CONTRACT - FRONT AND BACK

The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, and on the reverse side of this contract. **Pools Plus is hereby authorized to charge my Amex/Visa/Mastercard/Discover account the balance due if additional charges are not paid within fifteen (15) days.**

Date of Acceptance: _____ Owner's Signature: _____ By Pools Plus _____

TERMS AND CONDITIONS: SEE ABOVE AND REVERSE SIDE. PLEASE READ CAREFULLY.

Return White & Yellow Copies to POOLS PLUS INC. **CUSTOMER KEEPS PINK COPY.**

For Office Use: DATE _____ W/O# _____ QUOTE# _____ CK# _____ AMOUNT _____

TERMS AND CONDITIONS

The intent of these TERMS AND CONDITIONS is to establish a clear understanding of the duties and responsibilities of both the OWNER and POOLS PLUS, INC., so the service work can be done according to schedule and price contracted herein.

WINTERIZATION SERVICES: OWNER'S RESPONSIBILITY and POOLS PLUS INC. RESPONSIBILITY.

PREPARATION TO BE ACCOMPLISHED BY OWNER PRIOR TO POOLS PLUS ARRIVAL.

1. POOL MUST BE VACUUMED AND FREE OF ALL DEBRIS. Pool vacuuming and leaf removal is not part of Pools Plus service and is not included in this service offer.
2. POOL WATER MUST BE CLEAR AND CHEMICALLY BALANCED PRIOR TO WINTERIZATION. Pools Plus will not assume responsibility and/or liability for damage to pool INTERIOR resulting from existing water conditions, i.e. staining, calcium scale, corrosion and/or stain-causing debris.
3. SOLAR COVER TO BE REMOVED FROM POOL AND POOL AREA by OWNER. If Solar Cover is not removed, POOLS PLUS INC. will not be responsible for dirt & debris falling into the pool.
4. OWNER MUST SUPPLY OPERABLE OUTSIDE ELECTRICAL OUTLET FOR OPERATION OF POOLS PLUS POOL WINTERIZATION EQUIPMENT.
5. POOLS PLUS TO PLACE AND SECURE WINTER COVER. OWNER TO HAVE COVER AND ALL SECURING ITEMS, I.E. WATER TUBES, TIE DOWN STRAPS, TRACK LOCK BEAD, READY AND POOLSIDE FOR INSTALLATION BY POOLS PLUS. Missing or defective items will be replaced by Pools Plus and will be billed for payment due upon completion of winterization service. This contract service is limited to the initial placement of the winter cover. **Owner is responsible for monitoring and correcting cover position after Pools Plus departure and during winter months.** Pools Plus will not assume any warranty for the condition of the pool cover and/or securing devices at time of installation or during the winter season. Unless specifically instructed by Owner, Pools Plus will not install any damaged covers or covers which do not fit.

UNLESS PURCHASED UNDER THIS CONTRACT.

6. **POOL WATER IS TO BE LOWERED TO WINTERIZING LEVEL (ONE INCH BELOW THE LOWEST RETURN) by OWNER.** If upon arrival, Pools Plus cannot winterize pool because the water level was not dropped by owner to 1" below the lowest return, and a Return Trip is needed, an **ADDITIONAL RETURN FEE OF \$50.00** will be assessed and added to closing billing.
7. All RETURN LINE PLUGS AND SKIMMER "GIZMO" PLUG(S) WILL BE PLACED AT POOLSIDE FOR INSTALLATION by POOLS PLUS. If plugs/Gizmo's are not made available, Pools Plus will supply and bill for needed items.
8. Jobs outside of a 10 mile radius will be billed an extra destination fee.
9. ELECTRICAL and/or GAS LINE SERVICES:
Pools Plus will secure the electrical and/or gas line services to the pool equipment providing the disconnects are located at the equipment area. If disconnects are located in the house, owner will coordinate access. If a Return Trip is needed, an **ADDITIONAL RETURN FEE OF \$50.00** will be assessed and added to closing billing.

ADDITIONAL SERVICES REQUESTED

10. POOLS PLUS LOWER POOL WATER
Working electrical outlets must be available for operation of Pools Plus closing equipment. Owner to designate discharge area if special site conditions dictate: DISCHARGE TO:

PLEASE READ & SIGN BELOW:

* **Between: 8:30am 6:00pm cannot give specific appointment times.**

1. **Additional on-site billings are due on the day the Winterizing Services are completed.**
2. Pools Plus will not be expected to perform any work other than that which is herein contracted.
3. Pools Plus will not be held responsible and/or liable for damages or added expenses for delays of contract date caused by shortages, i.e. gasoline, parts, accessories, etc. or weather conditions, strikes, acts of God or other circumstances beyond the control of Pools Plus Inc. or for any ensuing damages and/or pool operational expenses caused by said delays.
4. Due to possible pre-existing conditions, POOLS PLUS INC. does not warranty pool service work or make an expressed or implied warranty of pool structure, deck, piping or any associated pool equipment.
5. POOLS PLUS INC. will not assume responsibility and/or liability for damages incurred by removal and re-installation of equipment parts which are corroded, rusted or otherwise deteriorated. Repairs and/or replacements will be made at Owner's expense.
6. At Winterization, POOLS PLUS INC. will not be expected to be responsible for any missing or damaged items of pool equipment stored on Owner's property under their care and keeping, over the summer months.
7. This agreement and any addenda in writing, constitute the entire contract of the parties when signed by both parties and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party which is not recited herein, and POOLS PLUS INC. is not bound to any commitments or agreements not specified in the proper spaces on the white copy of this contract.

If legal action is required by pool owner against contractor, owner agrees to use arbitration as the first means of settling any and all disputes between the parties. If said arbitration is unacceptable, both parties agree that any resulting legal action can only be handled in the city of Grand Rapids and the county of Kent. This shall be the sole court to handle disputes between the parties that cannot be handled by arbitration.

Warranty: EXCEPT AS EXPRESSLY PROVIDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND BY ANY MANUFACTURED WARRANTY. THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND; AND ANY WARRANTY, EXPRESSED OR IMPLIED IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

Limitation of Damages/Remedies: IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IF ANY, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOSS PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING A SELLER'S LIABILITY AND PURCHASER'S REMEDY. HOWEVER, Pools Plus, Inc. MAINTAINS FULL INSURANCE COVERAGE THAT COVERS ANY DAMAGE THAT IS PROVED TO BE CAUSED DIRECTLY BY Pools Plus, Inc. OR ITS AGENTS.

SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH NEGLIGENCE, LOSS OR EXPENSE.

Customer's Signature _____

Date _____