



Pools Plus

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Grand Rapids, MI 49512

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**PRE-PAID
RESIDENTIAL
SWIMMING POOL
OPENING CONTRACT**

The following is a special contract which allows you to predetermine the cost of opening 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 _____ Cell.# _____ Email Address _____

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 opened. **We schedule as we receive this completed contract and payment.** Times of openings 8:30 a.m. - 6:00 p.m. **No scheduled times given.**

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

POOL OPENING: Includes: removal of winterizing plugs and antifreeze, where possible and practical. Reinstallation of: underwater lights, diving board, pump, filter and/or filter parts, gauges and fasteners. Exposed piping and equipment will be inspected and system will be started, if possible. **Cleaning of side walls or vacuuming of pool is excluded from this service contract.**

*CHLORINE, BROMINE & SUSTAIN POOLS: Initial superchlorination and algacide are included (**but not added**) and will be supplied by Pools Plus.

**BAQUACIL/SOFT SWIM POOLS: No Chemicals will be supplied by Pools Plus, see deduction at bottom.

NOTE: 1. UNDERWATER LIGHTS CAN BE INSTALLED WHEN POOL IS FULL.

2. Complex systems eg. in floor cleaners, water features, etc. that require additional labor, will be assessed accordingly.

3. **Jobs outside a 20 mile radius will be billed extra travel.**

4. **REPAIRS ARE NOT PART OF POOL OPENING.** Repairs and/or replacement of poor equipment must be authorized by customer and will be invoiced on a separate work order, work will be scheduled for a return as quickly as our schedule will allow.

5. **The term "Operational Level" means the water level is at least midway high at the skimmer face plate. *Customer will be billed an additional \$50.00 for the return trip if the water is not to "Operational Level".**

NOTES:

BASIC POOL OPENING:

With customer having cover off and pool/spa water at operational level \$ 185.00 \$ _____

FULL POOL OPENING:

Basic pool opening plus water removed, cover cleaned and folded \$ 385.00 \$ _____

ADDITIONAL SERVICES:

Attached Spa/Floor Cleaner/Water Fountain \$ 50.00 \$ _____

Extra travel cost See mileage Chart \$ _____

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 that the service work can be done according to schedule and price contracted herein.

BASIC POOL OPENING SERVICE

BY POOLS PLUS

1. Opening Services as per work described on Opening Contract.
2. Cover must be removed for Pool Plus Staff to open pool. If an additional trip is required, Customer will be billed an additional \$50.00 + mileage for the return trip.
3. Pools Plus is not responsible for any items under the care of owner during winter months. All damage or corroded parts not fit for reuse will be replaced and billed to the Owner. If we cannot finish opening, a return charge of \$50.00 + mileage will be assessed when we can return to finish opening the pool.

BY OWNER

1. Arrange for access to Pool area.
2. Outside Working Electrical Outlets Available.
3. Outside Water Service Turned On.
4. Remove Winter Debris Off of Cover.
5. Owner To Dispose of Debris.
6. Remove Water from Top of Cover.
7. Remove Winter Cover.
8. Clean and Store Winter Cover.
9. Clean Pool Side Walls.
10. Fill Pool and Spa to Operational Level.
11. Collect and Place, for Pools Plus Installation: All Items removed from the Pool Structure and Pool Equipment when Pool was Winterized.

FULL POOL OPENING SERVICE

Includes all of the services of the Basic Pool Opening plus the following services.

1. Pools Plus will place a pump and hoses to safely remove water from top of the pool cover.
2. Pools Plus will remove winter debris from the top of the pool cover, **bag it for owners disposal.**
3. Pools Plus will place Owner's fill hose, but **owner must turn off hose when pool is at operational level.**
4. Pools Plus will clean and treat cover with cover cleaner and fold or place cover in storage container, supplied by Owner. Disposable covers, will be disposed of by Owner.

PLEASE READ & SIGN BELOW:

1. **Additional on-site billings are due on the day the Opening Services are completed.**
2. If pool equipment is inside home, home owner must be home for entire pool opening.
3. Pools Plus, Inc. will not be expected to perform any work other than that which is herein contracted.
4. Pools Plus, Inc. will not be held responsible and/or liable for damages or added expense 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 damage and/or operational expense caused by said delays.
5. 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.
6. Pools Plus, Inc. will not assume responsibility and/or liability for damages incurred by removal and reinstallation of equipment parts that are corroded, rusted, or otherwise deteriorated. Repairs and/or replacement will be made at owner's expense.
7. At Opening, 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 winter months.
8. 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 oral expression or representation by any agent of either party purporting to act for or on the behalf of either party which is not recited herein, and Pools Plus, Inc. is not bound to any commitment or agreements not specified in the proper spaces on the white copy of this contract.
9. Cleaning and vacuuming pool is excluded from this service contract.
10. This is a pre-paid contract. Payment in full is needed to process 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.