



Summer 2009

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### Full Pool Summer Maintenance Contract

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

To help the environment, Keith the Pool Tech will email invoices. Please provide your email address if you want this service. Email: \_\_\_\_\_

Keith the Pool Tech (herein after called "Company") of Allendale, NJ agrees to service the swimming pool for the above owner/lessee who agrees to apply for the service outlined below and in accordance with the terms herein after set forth in this contract. (see reverse side)

The owner/lessees agrees to allow Keith the Pool Tech to supply their chemicals on a weekly or "as needed" basis and charge accordingly. Weekly supplied chemicals will be billed along with their monthly statement. The Company reserves the right not to use chemicals that have not been purchased from or supplied by the Company on the swimming pool covered by this contract. The Company shall retain the right to cancel this contract for non-adherence to these terms.

Pool service includes one pool valet call per week for 16 weeks between Memorial Day and Labor Day, unless otherwise noted below. This contract further includes the following:

- Remove winter cover (does NOT include pumping or underliner removal)
- Put pool and filtration equipment in service for spring operation (does NOT include disassembly and cleaning of D.E. or Cartridge type filter)
- For pools with attached spas there will be an additional charge of \$155.00 at opening and closing (\$310.00 for the season)
- For pools with detached spas there will be an additional charge of \$310.00 at opening and at closing (\$620.00 for the season)
- Test pool water for chlorine and alkaline residuals each visit and treat water as necessary (does NOT include chemicals)
- Skim water surface to remove floating matter each visit
- Vacuum pool weekly
- Remove and clean pump strainer as needed
- Leave written service report each visit
- Clean tile monthly
- Maintain filter room or mechanical pit in clean condition
- Emergency service, when required, will supplied at an additional cost
- Winterize Pool (underliner installation \$85.00 additional)
- All chemicals supplied at additional cost

The charge for the above services shall be as follows: Opening, pool maintenance service (from Memorial Day through Labor Day) and Closing \$1,935.00 plus any additional items. Four hundred and twenty-five dollars (\$425.00) of the above contract price shall accompany signed contract. Balance to be paid upon monthly billing as noted on reverse side. Any account over ten (10) days past due shall be subject to cancellation of service contract. All prices are subject to applicable Sales Tax.

If draining, cleaning or acid washing pool is required, it shall be an extra charge of \$795.00 (This price includes up to a 900 square foot pool - larger sizes priced upon request).

PLEASE CHECK ONE:  DO NOT ACID WASH  ACID WASH

PLEASE OPEN OUR POOL ON A DATE SELECTED BY THE COMPANY TO HAVE IN OPERATION BY THE WEEK OF MAY 21st.  
*No vacuuming service will be included prior to the week of Memorial Day unless required or requested - and charged additionally.*

PLEASE OPEN OUR POOL ON OR ABOUT \_\_\_\_\_ AND FURNISH FULL TIME SERVICE STARTING ON OR ABOUT MAY 21st.  
*No vacuuming service will be included prior to the week of Memorial Day unless required or requested - and charged additionally.*

PLEASE CLOSE OUR POOL ON OR ABOUT \_\_\_\_\_ AND DO NOT FURNISH WEEKLY SERVICE AFTER LABOR DAY.

PLEASE CLOSE OUR POOL ON OR ABOUT \_\_\_\_\_ AND FURNISH FULL TIME SERVICE AT \$75.00 PER WEEK FROM LABOR DAY UNTIL CLOSING DATE.

Your acceptance of this proposal, by signature below and return of the original copy to our office with the required remittance, will constitute a contract entered into in accordance with the terms and conditions stated above and on the reverse side of this contract.

AMEX/VISA/MC/DISC No. \_\_\_\_\_  
Expires \_\_\_\_\_ Security Code \_\_\_\_\_  
 down payment \$ \_\_\_\_\_  Full Payment \$ \_\_\_\_\_

Accepted Owners or Lessees  
Date \_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Office Phone \_\_\_\_\_

OFFICE USE ONLY	
DATE RECEIVED	_____
DATE SCHEDULED	_____
OTHER	_____

FULL POOL SUMMER MAINTENANCE CONTRACT TERMS

- 1. Payment due upon completion of spring and/or fall service individually.
2. 'Company' agrees to carry in full force and effect Public Liability and Property Damage Insurance and Owners and Contractors Public Liability and Property Damage Insurance in addition to the Workman's Compensation Insurance required by law.
3. 'Company' shall not be held responsible for any damage to the pool, its decks or other related parts due to hydrostatic pressure (water pressure) should it occur during the emptying of the pool for cleaning, painting or repairing or while the pool is left empty for filling.
4. This agreement becomes valid upon 'Company' receipt of the original copy properly signed by the Owner (or lessee), accompanied by the required remittance and accepted by 'Company.'
5. Should payment on this account be in default and should it be necessary for 'Company' to obtain legal representation and/or institute suit for collection, then 'Owner' (or lessee) agrees to pay in addition to the amount due and owing, interest thereon, and any and all reasonable attorney's fees and costs of suit. The price as set forth in this agreement contemplates the use of the 'Company's' pool cleaning equipment.
6. 'Company' shall not be held responsible for any damage to lawns, shrubbery or landscaping due to discharging of water and its contents when emptying the pool for cleaning, painting, repairing or the back-washing or cleaning of the filtering system.
7. 'Company' shall not be held responsible for any damage to lawns, shrubbery, or landscaping due to the cleaning of the cover or from chemical residuals on the cover.
8. Any service related complaints or billing errors must be filed in our office, in writing, within fifteen (15) days of billing date or total invoice is due in full.
9. Work orders must be cancelled no less than 24 hours before scheduled opening and/or closing date. Work not cancelled will be billed as a service call at prevailing rates and due in full.
10. Covers that require the pumping of water before cover can be removed will be billed at an addition hourly rate.
11. A 1/5% interest charge will be added monthly (18% annually) on all accounts which are 30 days overdue.

GUARANTEE

Should any defects arise in the filter system, pool recirculation lines, heater, pump unit or sanitizing system due to 'Company's' improper winterizing or usage of defective materials, then such defects shall be repaired at no cost to 'Owner'. This guarantee applies only if 'Company' performs winterization prior to any 'Hard Freeze' which results in damage to previously noted pool components. Further, any such damage will be noted on invoice covering winterization. Guarantee shall not include Pool's shell, decks, tile, coping or spa type return jets. If blow and plug lines are contracted for, this guarantee is extended to cover pool recirculation lines only.

WE RECOMMEND

Pool Filling:

Open your fill spout or garden hose connection only half or three quarters of the way. It will take a few hours longer to fill your pool, but it will tend to not pull as much rust, etc., through the water main that is being overdrawn on in the spring. Start the water into your pool with a garden hose. Turn on your fill spout when the water is high enough in the pool to allow the water coming from the fill spout to hit the water in the pool. If you don't do this, you will get a stain on the pool floor where the incoming fill spout water hits. Never shut the incoming water all the way off since this will leave a ring in the pool.

Heaters:

Have your oil heater inspected annually by the Oil Company furnishing the fuel, for cleaning and proper burner adjustment. Your unit will operate better if you do.

Electrical:

Have your pool's complete electrical system checked annually for proper grounding and fusing by a qualified, registered electrical contractor. Electrical codes and regulations in regards to swimming pools have changed drastically in the past few years. We recommend that pool electrical systems be checked and updated, if necessary, for your safety. We strongly suggest this for those of you with older pools. Should you wish the name of a qualified swimming pool electrical contractor, we would be glad to recommend one.

PAYMENT SCHEDULE

Table with 2 columns: Payment description and Amount. Rows include Payment #1 with Signed Contract (\$425.00), Payment #2 at Pool Opening (\$346.50), Payment #3 (due by June 1) (\$346.50), Payment #4 (due by July 1) (\$346.50), Payment #5 (due by Aug 1) (\$346.50), Payment #6 (due at Pool Closing) (\$259.45), and Total: (NJ Sales Tax included in above payments) \$2,070.45.

Executed by Keith the Pool Tech at Allendale, NJ 07401

All quotations subject to cancellation unless accepted within 10 days from date submitted.