

Madisonville

951 National Mine Rd.
 Madisonville, KY 42431
 270-825-8513

Owensboro

3332 Villa Pointe
 Suite 107
 Owensboro, KY 42303
 270-215-1565

**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 describe the work to be done and any new materials to be supplied.

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.** Opening times range from 7:00 a.m. - 4:00 p.m. **No scheduled specific date/times will be given due to weather.**

WEEK OF: 1st week choice: _____ 2nd week choice: _____

POOL OPENING: Includes: removal of cover. Reinstallation of: Diving boards, pump, filter and/or filter parts, gauges and fasteners. Exposed piping and equipment will be inspected and system will be started, if possible. Pool will be vacuumed on the "waste" or "drain" setting, as well as adding chemicals and brush down the pool.

*CHLORINE: Initial super chlorination and algaecide are included and will be added to the pool

**BAQUACIL/SOFT SWIM POOLS: Oxidizer and algaecide will be added upon start.

1.) Complex systems (example: in floor cleaners, water features, etc. that require additional labor) will be assessed accordingly.

2.) **REPAIRS ARE NOT A 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.

3.) **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 ABOVEGROUND POOL OPENING \$150.00 \$ _____

BASIC INGROUND POOL OPENING: \$225.00 \$ _____

FULL INGROUND POOL OPENING: \$395.00 \$ _____

Basic opening, plus two additional trips to clean and balance

STORE WINTER COVER: \$60.00 \$ _____

Winter Cover will be stored at Cavanaugh Pools

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

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

ACCEPTANCE OF CONTRACT

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. **Cavanaugh Pool, Spa & Patio, Inc. is hereby authorized to charge my Visa/MasterCard/Discover account the balance due if additional charges are not paid within fifteen (15) days.**

Date of Acceptance: _____ Owner's Printed Name: _____ Owners Signature: _____

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

Return White & Yellow Copies to Cavanaugh Pool, Spa & Patio, 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 Cavanaugh Pool, Spa & Patio, Inc., so that the service work can be done according to schedule and price contracted herein.

POOL OPENING SERVICE

BY CAVANAUGH POOL

1. Opening Services as per work described on Opening Contract.
2. Remove leaves off of cover. Leaves will be placed in a bag and left for disposal by owner.
3. Remove pool cover, fold it, put it in cover bag (if available)
4. Inspect filter system and get filter system running
5. Vacuum pool on the waste setting. We will vacuum as much as we can but leave enough water to keep the pump operational.
 - a. If water is not high enough to vacuum, we will not vacuum. If customer wants the pool vacuumed, an additional trip fee of \$50 dollars will be applied.
6. Cavanaugh Pool 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 due to any unforeseen damage, a return charge of \$50.00 will be assessed when we can return to finish opening the pool.

BY OWNER

1. Arrange for access to Pool area.
2. Make sure dogs are put up.
3. Outside Working Electrical Outlets Available.
4. Outside Water Service Turned On.
5. Remove Water from Top of Cover.
6. Owner to Dispose of Debris.
7. Fill Pool and Spa to Operational Level.
8. Collect and Place, for Cavanaugh Pool installation: All Items removed from the Pool Structure and Pool Equipment when Pool was winterized.

FULL POOL OPENING WILL INCLUDE THE PREVIOUS MENTIONED STEP 1-6 BY CAVANAUGH POOL AND ADD THE FOLLOWING:

- 1.) Make 2 return trips to vacuum and add chemicals, will adjust chlorine, Ph., alkalinity, and if on a salt water system, add salt.
 - 2.) All chemicals after the initial treatment will be additional.
 - 3.) After each visit, customer will need to make sure they add water to the pool so we can vacuum on the waste or drain setting.
- **** If pool is extremely dirty or full of leaves, this price will change once cover is removed and the pool and water is visible.

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. Cavanaugh Pool, Spa & Patio, Inc. will not be expected to perform any work other than that which is herein contracted.
4. Cavanaugh Pool, Spa & Patio, 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 Cavanaugh Pool, Spa, & Patio, Inc. or for any ensuing damage and/or operational expense caused by said delays.
5. Due to possible pre-existing conditions, Cavanaugh Pool, Spa & Patio, Inc. will not warranty pool service work or make an expressed or implied warranty of pool structure, deck, piping or any associated pool equipment.
6. Cavanaugh Pool, Spa & Patio, Inc. will not assume responsibility and/or liability for damages incurred by removal and re-installation of equipment parts that are corroded, rusted, or otherwise deteriorated. Repairs and/or replacement will be made at owner's expense.
7. At Opening, Cavanaugh Pool, Spa & Patio, 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 Cavanaugh Pool, Spa & Patio, Inc. is not bound to any commitment or agreements not specified in the proper spaces on the white copy of this contract.
9. This is a pre-paid contract. **Payment in full is needed to process contract or customer must have credit card on file.**

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 Madisonville and the county of Hopkins. 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, Cavanaugh Pool, Spa & Patio, Inc. MAINTAINS FULL INSURANCE COVERAGE THAT COVERS ANY DAMAGE THAT IS PROVED TO BE CAUSED DIRECTLY BY Cavanaugh Pool, Spa & Patio, 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.