

POOL OPENING & CLOSING AGREEMENT

Prepayment Special "Savings of \$50 Reflected in Pricing, all extras only need to be paid once"

Standard opening and closing up to 18'x36' size pool **Special \$650.00**

Standard opening and closing 20'x40' and over **Special \$800.00**

Opening Pricing

*Standard pool opening in-ground up to 18'x36' size pool **\$300.00**

*Standard pool opening 20'x 40' and over **\$400.00**

POOL OPENING INCLUDES: START UP CHEMICALS - (SHOCK AND ALGAECIDE), REMOVAL AND FOLDING OF COVER, INSTALLATION OF LADDERS & HANDRAILS AND POOL FITTINGS, STARTING SYSTEM. HEATERS WILL BE TEST FIRED.

WATER MUST BE UP TO OPERATING LEVEL PRIOR TO OUR ARRIVAL. \$250.00 SERVICE CHARGE WILL BE ADDED FOR 2ND VISIT.

Closing Pricing

Basic pool closing in-ground up to 18'x36' size pool **\$400.00

Basic pool closing 20'x40' and over **\$500.00

Extras

Check all that apply to your pool:

Attached Spa +\$125	Aquagenie Skimmer +\$50	Tarp Cover with Water Bags or weights +\$100
Attached Waterfall, Rockwall, Slide, roof mounted solar heating system +\$100	Caretaker System (floor returns) +\$100	DE or Cartridge Filter Clean Out +\$50

****POOL CLOSING INCLUDES: CLOSING CHEMICALS (SHOCK & ALGAECIDE), REMOVAL OF LADDERS AND HANDRAILS, BLOW OUT LINES, PLUG & ADD ANTIFREEZE (IF WATER LEVEL ALLOWS). DRAIN FILTER, PUMP AND HEATER. PLUS BLOW OUT HEATER. INSTALL POOL COVER. HOMEOWNER IS RESPONSIBLE FOR TURNING OFF BREAKER BOX AND OR TIMER AFTER POOL IS CLOSED. WATER MUST BE AT OPERATING LEVEL (MIDDLE OF SKIMMER). CONCRETE POOLS MUST BE DRAINED BELOW TILES, POOLS WITH AN AQUAGENIE SKIMMER MUST BE BELOW THE RETURN FITTING ON THE AQUAGENIE. WATERFALL/ROCKWALL CABLE ANCHORS MUST BE INSTALLED BY CUSTOMER IN ADVANCE. A \$250.00 SERVICE CHARGE MAY BE ADDED FOR A 2ND VISIT. IF THERE ARE ADDITIONAL SELECTIONS FOUND UPON SERVICE THAT WERE NOT LISTED IN YOUR OPENING & CLOSING AGREEMENT: I.E. POOL LARGER THAN DESCRIBED, SPA, ROCK WALL, WATER FOUNTAIN, ETC MID STATE POOL LINERS RESERVES THE RIGHT TO CHARGE ADDITIONAL FEES, RESCHEDULE, OR TERMINATE THE AGREEMENT.**

NJ State Tax of 6.625% will be added onto invoice.

CUSTOMER NAME _____ CONTACT NUMBER _____

CREDIT CARD NUMBER _____ EXP DATE: _____ CVV#: _____

ADDRESS _____

BILLING ADDRESS (if different from home address) _____

STANDARD TERMS AND CONDITIONS: All terms and conditions of this sale are set forth in this contract. No oral representations will bind either party. This contract can only be changed in writing evidencing such change.

PAYMENT AND GOOD FAITH: Payment for service visits must be made no later than 7 business days prior to your scheduled visit. For work that includes pool equipment 50% is due at the time of booking, with the remaining balance due upon completion of your service. If payment terms are not met, Mid State Pool Liners, Inc. reserves the right to stop all work, or cancel any work scheduled but not yet done, **and reclaim any equipment it provided**. Customers shall be responsible to Mid State Pool Liners, Inc. for any expenses, including but not limited to legal fees and costs, incurred by Mid State Pool Liners, Inc. in attempting to secure payment.

PROPER MAINTENANCE BY CUSTOMER: Proper water chemistry must be maintained. Improper water chemistry can cause premature failure of equipment and plumbing which are not covered under the terms of the warranties contained herein. Customer is solely responsible for maintaining proper water chemistry. Customers are solely responsible for maintaining proper water levels at all times.

ADDITIONAL WORK: Additional work and charges contemplated in this section shall be set forth in a separate writing(s) to be presented to the Customer. Upon signing, said writing(s) shall be considered effective and part of this contract and Mid State Pool Liner, Inc. shall furnish Customer a copy of said writing(s). Payment shall be made for such additional work according to the parties' understanding as set forth in said writing(s). Mid State Pool Liners, Inc. will not commence any such additional work until said writing(s) is/are signed by Customer and Mid State Pool Liners, Inc. If Customer refuses to sign said writing(s), Mid State Pool Liners, Inc. is entitled to retain all payments made by Customer up to that point.

SCOPE OF WORK: Pool opening/closing service does not include: pool cleaning/vacuumping, pool cover cleaning, or any other service not specifically listed. Some pools have rock walls or other features that make reaching pool return fittings not possible from the pool deck. In these cases entering the water is required. Service Team members reserve the right to not get in the water if they feel it is too cold to do so safely. Safety cover pins may not always go down at opening, or up at closing. These as well as cover springs can be replaced at an additional cost. Ladder and railing anchor wedges may become damaged overtime. MSPL is not responsible for any damage to pool covers, cover pins, cover springs, anchor wedges or if ladder or railing is fused to the anchor.

WARRANTIES: Mid State Pool Liners Inc. will provide a warranty of 2 years on workmanship, all other claims related to pool equipment must go through the manufacturer's warranty. Upon completion of summarization or winterization, Mid State Pool Liners will assume no responsibility for freeze damage or loss of any equipment or supplies. Mid State Pool Liners Inc. hereby agrees and save harmless the Customer from liability for any damage or loss that occurs during or in connection with the performance of the contracted work, if caused by negligence by its agents, employees, or servants. This warranty does not apply to damage due to: Acts of God, accidents, undue abuse, negligence of continuous pool maintenance, draining of pool, natural wear and tear, damaged or missing equipment, material discoloration, fading, staining, improper use of chemicals, insect damage, allowing the water level to drop below the skimmer, or failure of the pool owner to keep chemical levels within the range established by NSPL. Only warranties specifically stated in this contract, whether labor or materials provided are the responsibility of MSPL. Any defects which might occur will be corrected according to the terms of warranty. Any other damages or costs incurred that are not covered by the warranties contained herein and are the responsibility of the Customer. In the case of default of payment, all warranties are null and void.

OTHER EXCLUSIONS: Mid State Pool Liners, Inc. will exercise reasonable care to prevent damage to property and grounds during work performed, but will not be held liable for any damage which might occur. Any re-landscaping or restoration of grounds shall be at the homeowner's expense. Debris removal is the responsibility of the homeowner unless otherwise agreed upon. No repairs other than those described in this contract are the responsibility of Mid State Pool Liners, Inc. None of the provisions of this contract shall be construed as a waiver of any claims or defenses Mid State Pool Liners, Inc. 's may have vis-à-vis Customer under all applicable laws.

CANCELLATIONS/RESCHEDULING: **Pool Openings, Closing, and Service Visits cancellations or rescheduling must be done no later than 7 days prior to your service date.** Cancellations or rescheduling can be done via email by reaching out to will@midstatepool liners.com, sending a letter to our address at 323 Old Bridge Turnpike, East Brunswick, NJ, 08816, or by calling our office during normal business hours at 732-390-8080. All written requests must include your full name, full address, date of service, type of service, and reason for cancellation. **Any cancellations or rescheduling not made in the manner described above may be subject to a fee of \$200.** MSPL reserves the right to reschedule service visits due to weather conditions or other extraneous factors.

INCONGRUENCIES WITH INITIAL CONTRACT: If there are site conditions found upon service that were not listed in your initial Opening & Closing agreement, i.e. Pool larger than described, spa, rock wall, water fountain, Mid State Pool Liners reserves the right to charge additional fees, or cancel the contract altogether

DISPUTE RESOLUTION: Any dispute, claim or controversy arising from the performance or breach of this contract shall be resolved by submission to binding arbitration under the rules of the American Arbitration Association. As a condition of submission to arbitration, the customer shall give written notice thereof to Mid State Pool Liners, Inc. setting forth the basis for the claim and a clear copy of any documents intended to be relied upon by the claimant. The claimant and Mid State Pool Liners, Inc. shall endeavor in good faith to resolve the matter in dispute for a period not to exceed sixty (60) days. If the parties are unable to resolve the matter within the specified time, either party may initiate arbitration. Any statute of limitations shall be tolled by the filing of the notice required hereunder, and until the end of the settlement period.

I accept these terms and conditions as well as acknowledge what is and is not included in MSPL closing services:

Customer Signature _____

Date _____