

PLEASE READ THIS AGREEMENT CAREFULLY. KEEP THIS COPY FOR YOUR FUTURE REFERENCE***

Email policy: We do NOT sell your information. We utilize your email as a means of communication and to provide you with special savings promotions, coupons, and offers available only to our current clients.

Diving boards, slides, & pool lights on all in ground pools will remain in place. Heaters on all above ground pools will remain in place.

Home owners choosing a modified closing are responsible for draining the water 1" below the returns. In the event that water is not drained there will be an additional charge between \$100 - \$150.00 depending on pool size and water level. Vacuuming of the pool is limited to 30 minutes. Additional vacuum time, if requested, will be charged at \$35 per 15 minute increment. We reserve the right to decline the pool vacuum if the pool is not clear enough to see into.

There will be an additional fee if the pool is closed after 10/31/2017 or after first freeze. All pools should remain operational until the day the pool is closed. Even though you may not be using the pool it is imperative to keep the pool water circulating and chemically treated until closing. Bringing a water sample in to the store 1 week prior to closing is recommended, in order to balance chemicals and ensure a successful closing. We will be happy to assist you in preparing the pool for the winter season. Unfortunately, EPS cannot accept responsibility for the condition of the pool water at the time of closing. Pools in poor condition will usually open the following spring in equally poor condition. We recommend closing the pool only after the water is clear, clean, and balanced. Winterization services do not include clearing or cleaning the pool. We can provide these services at an additional cost prior to the closing, please contact the office for assistance.

While we try to ensure that all winter covers are tightly secured for winter there are still times that a cover may come unsecured. Due to the nature of our weather covers are exposed to prolonged cold, rain, and ice which can damage the cover and cables or cause the cover to blow off or fall in. EPS cannot be responsible for your winter cover. We will attempt to secure your cover as best we can for the winter season. We cannot secure items to the pool cover or remove decking or attach the cover in any unconventional manner. Should you need assistance over the winter with a cover that has fallen in or needs to be replaced we can assist you with that at an additional fee. In ground Automatic pool covers require the pool owner to fill the water level back to the manufacturer recommended level after closing.

MMG Enterprises, Inc. dba Elite Pools is not responsible for the safety of the pool and/or equipment. It is the responsibility of the homeowner/property owner to ensure the safety of the pool throughout the winter. Elite Pools winterizes the pool from weather only and accepts no responsibility for the safety equipment whether present or not. We recommend all pools to be secured with a winter cover. In ground pools should be secured with a safety cover that has secured anchors into the concrete decking around the pool. It is the responsibility of the homeowner/property owner to provide the necessary equipment for their swimming pool. Elite accepts no liability for injury or drowning.

Closing the pool prior to inclement weather is very important we cannot be responsible for damage done to your pool and/or its equipment should it sustain weather damage prior to your closing date or after first freeze. Elite carefully, professionally winterizes every pool to protect your investment. However, it is impossible to guarantee that damage and freeze breaks will never occur. It is possible to incur damage from the ground shifting, pipes that are aged, or tree roots and other underground objects interfering with the system integrity. These issues are not warrantied by Elite and if they happen and need repair, will require costs at the homeowner expense. Winterization will not repair or stop existing damage to pool lines, equipment, pool surfaces or liners. Elite is not responsible for pools that were winterized by another company prior to ours or have existing damage or damage as a result of the above stated conditions. Freeze damage not caused by the above stated conditions is clearly visible and identifiable, as long as all conditions of the closing contract are met and there was not existing damage or the pool was winterized by another company, freeze damage ONLY will be repaired by Elite. All other costs, landscaping, concrete, decking, etc. is the responsibility of the homeowner. There is no warranty if the pool or hot tub is closed after 10/31/2018 or after first freeze.

EPS reserves the right to reschedule your closing date in the event of inclement weather for the safety of our employees. EPS must be given at least (1) week notice to cancel an already scheduled closing. In the event that we do not receive notice your deposit will be forfeited.

Payment for closing services is due at the time of service. If you cannot be present at that time you may authorize your closing to be charged to a credit card. Should we arrive to close your pool and no party is present and no payment arrangements have been made your deposit will be forfeited. All returned checks will be subject to a \$35.00 fee. Any balance not paid shall be subjected to any and all methods of collection at the debtor's expense. Including but not limited to attorney's fees. Prices are subject to change without notice.

All current customers must have all outstanding invoices paid in full prior to the closing date. If payment is not received and the closing must be rescheduled there will be a \$35.00 service charge. If the closing is not rescheduled the deposit will be forfeited. All services are subject to a gasoline surcharge of \$10.00 - \$15.00.



9114 Virginia Road #114
Lake in the Hills, IL 60156
www.elitepoolsandspas.com

847-854-7767

2018 POOL WINTERIZATION CONTRACT ENCLOSED