



SERVICE CALL AUTHORIZATION

Name: _____ Date _____

Service Location: (street #please) _____

Primary Residence: _____

Contact Information:

Home: _____ Office: _____ Local: _____

Cell: _____ Primary Fax: _____ Local Fax: _____

Email: _____

Describe the problem: _____

Have you encountered any other problems in the past year? _____

Has another company or mechanic worked on your pool/spa in the past year? If so who? _____

Some repairs may require a diagnostic visit and a return visit to complete repair once parts have been received.

Standard Service Call Rate is \$125.00 for a minimum of one hour.

Repairs that require a mechanics helper are billed at \$75.00 per hour.

Plus a \$4.00 Fuel charge AND a \$14.00 Travel charge (Montauk, Shelter Island, west of Shinnecock Canal)

This charge applies regardless of time spent on premises

- o This includes initial diagnostic check and up to two men for the 1st hour on the job.
- o This call will allow our technicians to assess the nature of the situation; Parts are not included in cost.

Diagnostic Call Only

Diagnostic and repair under \$550

Diagnostic and repair up to \$800

Do whatever it takes.

NO SERVICE CALLS WILL BE SCHEDULED UNTIL YOUR FORM IS FAXED BACK OR CONFIRMED BY PHONE!

We will require the following:

1. Access to equipment and circuit breakers.
 2. Power to the pool or spa equipment
 3. 110 Volt power to deck outlets
 4. Outdoor water
- ANY TRIP TO THE SERVICE LOCATION WITHOUT ONE OF THE ABOVE WILL RESULT IN A \$50 TRIP CHARGE TO THE ACCOUNT.**

Harbor Hot Tubs, Inc. requires service call billing be secured by a valid credit card account.

We will notify you or a designated liaison of the completion of the requested work. We will then apply your service call charges to the card below on completion of the work.

You will receive a copy of your invoice (s) with your credit card receipt.

I hereby authorize Harbor Hot Tubs, Inc. to apply the charges described above to the following account:

Type of Card: MC Visa AMEX Acct #: _____ Exp Date _____ CVV2# _____

Name as it appears on card (please print) _____ Signature: _____

Billing Address for the above card # _____

I have read, understand and agree to the terms of this agreement and the explanations on each side.

COMPLETE FORM AND SUBMIT OR FAX BACK TO 631-725-3670

GENERAL TERMS AND CONDITIONS

REPAIR CALL DISCLAIMER

Due to the nature of pool/spa repair work, Sparkling Pools and Harbor Hot Tubs, Inc. (Hereinafter SP/HHT) is not responsible for tangential component failures or otherwise unrelated problems that may occur subsequent to repair service calls. Spas and pools that require repair are often older or in a condition that may cause corrosion, brittleness in the wiring, piping and/or components themselves. SP/HHT will use due diligence in troubleshooting and repair procedures, however simply touching some older components may exacerbate problematic conditions.

OTHER DISCLAIMER

Upon completion, SP/HHT is not responsible for maintenance of the pool or spa. SP/HHT is not responsible for damage to the pool caused by slippage under and around pool/spa or spa, buried debris, surface water runoff, fire, flood, storm, earthquake, acts of God, or the negligent maintenance of the pool or spa by the Owner or for any reason whatsoever, any town, city, county, state or other municipal board having jurisdiction of the install shall require the installation of a dry-wall or other waste water facilities, or additional construction of fences, retaining walls, etc. either before or after the construction of the spa, or work performed, the Owner will hold SP/HHT harmless from cost or responsibility thereof.

OWNER'S RESPONSIBILITY

- I. Owner represents that he is the owner of the real property upon which the pool/spa work is to be performed and that no existing covenants and restrictions hinder the performance of such work.
- II. Owner shall be responsible for the pool location being within his property lines and clear of easements, setback, rear and sideyard restrictions and in compliance with ordinances and building codes. Owner shall be responsible for the adequacy of utilities, the obtaining of Building Permits and Certificate of Occupancy for construction in the municipality having jurisdiction.
- III. If the electric current that may be supplied from the present panel or the water that may be supplied from water lines nearest the deep end of the pool are not adequate for the pool/spa, the cost of making them so shall be paid by the Owner. Whenever applicable it shall be the Owner's sole responsibility to connect the pool heater to the proper utility.
- V. This contract does not provide for fencing and the Owner shall comply with the requirement of any applicable ordinances concerning fences. Retaining walls, deviating existing water drainage flow, dry-wells and any other work necessitated shall be the Owner's sole responsibility.

DELAYS

SP/HHT agrees to perform work diligently, but SP/HHT shall not be responsible for delay or damages caused by failure to perform work or to furnish materials or equipment due to acts of God, conditions created by the threat of or inclement weather, war, riot, or other civil disturbances, strike, government prohibition, delays caused by the Owner, non-issuance of all required permits affecting the pool/spa work, availability of parts or material, or other reasons beyond their control.

WORK CHANGES

Requests for any changes or additions to this contract desired by the Owner shall be made in writing at a price as mutually agreed, signed by both parties and shall be part of this contract. All sums for changes or additions shall be due and payable as the work progresses concurrently with the other progress payments, and SP/HHT shall have the right stop work and keep job idle if payments are not made due.

DEFAULT

- I. Owner agrees that all equipment required to be installed by this agreement which is removable shall continue to be the personal property, irrespective of the extent or manner in which it may be affixed or attached to any building structure or real property or any part, and that title to, and ownership of said equipment shall remain in the ownership of SP/HHT until all sums due and payable pursuant to the terms of this agreement have been fully paid to SP/HHT and there upon ownership shall pass to the Owner in accordance with the terms of this agreement, SP/HHT has the right to immediate repossession of said equipment and Owner expressly authorizes SP/HHT, employees or agents to enter on his premises for the removal of same.
- II. In the event of a breach of this agreement by the Owner, then the Owner agrees, because of the uncertainty of arriving at SP/HHT's damages for the loss of profits, salesman's expenses, initial planning prior to construction and other expenses incurred and damages sustained by breach of contract prior to actual construction, to fix as liquid, damages for such breach an amount equal to 20% of the total contract amount for such breach of the contract on the part of the Owner to be paid to SP/HHT forthwith in addition to SP/HHT's actual expenses for labor and materials for actual construction and installation, if any.
- III. Owner agrees that in the event Owner breaches this agreement and legal action is commenced by SP/HHT for the purpose of enforcing the terms of this agreement collecting any sums due in addition to any other sums SP/HHT shall be entitled to, SP/HHT shall be entitled to and Owner shall pay attorney's fees of 15% of any amounts due. Owner agrees to pay interest at the rate of 2% per month from the due date on any installment payment set forth herein. Any actions to be brought in Suffolk County NY.

MISCELLANEOUS

- I. The parties agree that this written agreement contains all of the agreements, understandings and representations made by both parties herein and that no representation or agreement, warranty or other statement, written or oral, made by SP/HHT, agent or employee or salesman, shall be valid and binding unless same is included and made part of this agreement. No amendments, alterations, cancellations or changes to this agreement shall be valid unless in writing and subscribed by the Owner and SP/HHT.
- II. Owner agrees not to employ any of SP/HHT's employees or subcontractors of SP/HHT without SP/HHT's prior written consent.
- III. The use of the spa or pool shall constitute final acceptance of the repair by the Owner.

WARRANTY

SP/HHT warrants that all materials used on completing the installation or work contracted for herein will be of good quality and the work will be in a competent and workmanlike manner. If any defects shall occur SP/HHT will repair any improper workmanship and replace and repair defective materials without cost to the Owner, provided the Owner has notified SP/HHT of such defects in writing within 90 days after the completion of this installation or repair, and further provided that the Owner has paid SP/HHT in full the agreed price of the work as set forth in this contract and has complied in full with the terms and conditions of the agreement. Assemblies or units (such as heaters, pumps, motors, lights, fiberglass stair units, coping, liners, etc.) and standing fittings or accessories purchased by HARBOR HOT TUBS, INC., for use in this installation are subject to the manufacturer's guarantee. SP/HHT shall not be responsible for any consequential damages or contingent liability rising out of the failure of any product or its accessories to operate properly. The warranty is limited to the original Owner of the pool or spa and is not transferable except upon prior written consent of SP/HHT. The pool/spa must be kept full at all times. SP/HHT shall not be responsible for any irregularities, defects or imperfections that may result from the removal of water from the pool, unless the removal of such water is caused by the failure at any pool component covered under the warranty.

INDEMNIFICATION

Owner shall indemnify and hold SP/HHT harmless for any claims or litigation commenced against SP/HHT due to Owner's breach of any provision of this Contract.