



THIS AGREEMENT made and entered into on the _____ day of _____, 20____, by and between _____, hereinafter referred to as "Owner," whether one or more, and American Pool Company hereafter referred to as "Contractor."

Home Phone _____ Job Phone _____ Business Phone _____

Job Site _____ City _____ State _____ Zip _____

Owner's Mailing Address _____

Legal Description _____

Estimated Starting Date _____

THE PARTIES HERETO AGREE TO BE BOUND AS FOLLOWS:

Listed below under part I. Paragraphs 1,2 and 3 are the specification, equipment to be furnished, and the work, when marked or otherwise indicated, to be performed by Contractor. When the items below are marked, Contractor agrees to perform such work, and furnish such equipment, and such work and equipment are understood to be included with the contract price unless specifically indicated otherwise. If any of the items below are not marked, then such item, if it is to be performed, is the responsibility of Owner. If Owner desires Contractor to perform or furnish any items, not marked, Owner will sign a written change order directing Contractor to perform or furnish the item and it is understood that the cost of such extra item is in addition to the contract price.

STANDARD SWIMMING POOL

(a) Pool structure:

Pool shall have _____ sidewalls and a vinyl liner interior.

The Brand Name of your pool is _____

It carries a _____ warranty on the walls, and a _____ warranty on the vinyl liner. The walls and liner are warranted by the manufacture of your pool.

The pool shall be approximately _____ feet wide at its widest point and approximately _____ feet long at its longest point and approximately _____ deep at its deepest point. Pool shape _____ w/steps _____ R _____ L _____ C _____, or w/o steps _____. Shallow end of pool shall be approximately _____ deep. The pool floor shall be vermiculite unless other material is indicated under the paragraph containing options.

(b) Excavation & Elevation of Pool:

Ordinary excavation ' Dirt Remain at Job site ' Dirt Hauling ' Other ' _____ ' _____

Dirt excavated from the pool will be used as backfill around the pool and for the rough grade finish. If homeowner wishes to use sand as a backfill it will be his responsibility to have the sand on the jobsite the day we are ready to backfill. It will be the homeowner's responsibility to notify the job foreman that they would like to use sand as a backfill and agree to have it on the jobsite when we start to backfill around the pool. If the sand is not there when we are ready to backfill we will use the dirt from the excavation.

(The homeowner must decide on what backfill to use before the excavation is completed so that enough dirt can be saved to backfill.) The cost of the sand and the delivery will be at the homeowner's expense.

The elevation of the pool will strictly followed as stated in Part II, Number 1, "General Terms and Conditions,"

(c) Plumbing:

Pool plumbing... ' Filter to Pool: Footage included in contract 20'... ' Additional footage at _____ per foot . ' Filter Location _____ Slab Size _____

The filter and pump must be within twenty (20) feet of the pool. Anything over 20', the filter and pump should be upgraded to a larger unit. This will be at the homeowner's expense. Failure to upgrade the units will void the circulation capacity of the filter and pump.



All air blowers for spas must be within 20' of spa. There can be no exceptions.

(d) Decks:

Deck included in this paragraph shall be reinforced concrete. It shall be _____ feet wide around the pool except that if a diving board is included in contract, deck shall be _____ feet wide at the diving board location. Additional deck work, if any, shall be covered in part I, paragraph 2 of this contract. Decks are not guaranteed against cracking, checking, raising or settling.

Any additional deck must be decided on before the excavator leaves the jobsite. Additional deck will be charged at \$_____ per square foot, and tear out of existing deck shall be \$_____ per square foot.

All additional deck must be paid for prior to the pouring of such, or included in the payment schedule of this contract.

(e) Utilities:

The owner shall be responsible for hooking up filter system to all utilities, and for grounding of pool. Owner shall be responsible for hooking up utilities to any type of heater or light for pool. This paragraph to include paying for permits and inspections of utility hook-ups.

(f) Weather:

With each rain, it takes a minimum of 2 days to access a yard. Each swimming pool in progress, along with the start day of any pools not underway, are then delayed by this same minimum time.

I have carefully read part E & F and understand that American Pool Company doesn't pay for any utility hook-ups, moving of electrical or gas lines, relocating sprinkler systems around pools. I also understand that removing or replacing any fence is the responsibility of the homeowner.

X _____ (Buyers Signature)

(g) Standard Pool Equipment:

<u>Quantity</u>	<u>Description</u>	<u>Size or Type</u>
_____	Filter	_____
_____	Pump	_____
_____	Surface Skimmer	_____
_____	Inlets	_____
_____	Diving Board & Stand	_____
_____	3-tread Ladder	_____
_____	Starter Chemicals	_____
_____	Maint. Equipment	_____

TOTAL PRICE UNDER PARAGRAPH 1 - \$ _____

2. ADDITIONAL WORK.

TOTAL PRICE OF ADDITIONAL WORK - \$ _____



3. OPTIONS:

<u>Quantity</u>	<u>Description</u>	<u>Size or Type</u>	<u>Price</u>
_____	Recessed Steps	_____	_____
_____	Main Drain	_____	_____
_____	Pool Light	_____	_____
_____	Pool Heater	_____	_____
_____	Hand Rail	_____	_____
_____	Pool Sweep	_____	_____
_____	Winter Cover	_____	_____
_____	Solar Cover	_____	_____
_____	Solar Reel	_____	_____

TOTAL PRICE UNDER PARAGRAPH 3 - \$ _____

4. CONTRACT PRICE AND PAYMENT SCHEDULE

Cost under paragraph 1 above	\$ _____
Cost under paragraph 2 above	\$ _____
Cost under paragraph 3 above	\$ _____
TAX	\$ _____
TOTAL CONTRACT PRICE	\$ =====

For and in consideration of the construction of the above described pool, Owner agrees to pay the above stated total contract price to Contractor according to the following schedule, to wit:

Upon acceptance of this Contract	\$ _____
Upon excavation of pool	\$ _____
Upon delivery of basic pool	\$ _____
Upon installation of liner or walk deck	\$ _____
Upon completion	\$ _____

Each payment is due when its corresponding condition is completed, whether or not such condition is completed in the order indicated above. Down payments are non-refundable after 5 business days from date of contract and down payment received.

5. LINER

- A. Title Border _____
- B. Sidewall _____
- C. Bottom _____
- D. Mil _____

Proposed this _____ day of _____, 20____

Salesman: _____

Accepted: _____

Executed by "Owner" on this _____ day of _____, 20____

Salesman: _____

Accepted: _____



II. GENERAL TERMS AND CONDITIONS

1. Location and Elevation Pool.

Owner shall be responsible for and shall supervise the locating of the pool and other improvements so that such pool and such improvements will be located within the boundaries of Owner's property. Owner shall also be responsible for supervising and securing the proper elevation of the pool. Contractor assumes no responsibility for such location or elevation. The homeowner shall sign a drawing that the salesman will have when the proper elevation has been determined after the pool has been staked out with the homeowner, the salesman and the builder, stating that the homeowner understands and agrees with the elevation and placement of the pool.

2. Excavation.

Contractor will perform all ordinary excavation but will remove or return soil only on the day of excavation and only if indicated in part I. Paragraph 1(b) aforementioned. Ordinary excavation does not include any unforeseen circumstances as set out in part II, paragraph 3 below. Contractor will not be responsible for any grading unless specifically called for in part II, paragraph 15. Contractor will do no planting.

3. Unforeseen Circumstances.

The total contract price is based upon the following mutually assumed facts: That the site has (a) adequate bearing capacity, (b) no fill ground or low density alluvial fill, (c) no expansive soil, (d) no hard or rock formation, or boulders, (e) no cesspool, septic tank, gas line, water pipe, irrigation pipe, sewer line, underground electrical conduit or other obstructions not apparent from an inspection of the surface, (f) no underground or surface water conditions which will interfere with the work or operation of the completed structure, (g) nothing which will require blasting or jack hammering.

If circumstances exist which are contrary to the above assured facts, then in that event such circumstance will be assured remedied by Contractor at cost, which sum shall be in addition to the total contract price set out above. Owner shall pay such additional amount to Contractor at the time such additional work is completed. Owner agrees to contact local utilities and sewer, electrical, telephone, gas lines, and other obstructions that might affect excavation of the site. and to furnish contractor with specific information as to the location of such obstructions.

4. Access and Damage.

Owner shall furnish Contractor with free, ample and ready access to the proposed site for the construction of the pool. Owner shall also furnish Contractor with sufficient space in which to complete construction. In the event Owner authorizes the use of a neighbor's property for Contractor's use during construction, Owner agrees to be responsible for and hold Contractor harmless from any damages resulting from such use. Owner shall be responsible for obtaining permission from neighbors for use of their property by Contractor. Owner further agrees to assume the risk and be responsible for sub adjacent support, damage to driveways, curbs, sidewalks, sewers, patios, foundations, basements, lawns, trees, shrubs, conduits, pipelines, cables and appurtenances. Homeowner shall be responsible for taking down any fence that needs to come down in order to install the pool or pour concrete or any other work that needs to be done along with installing the pool. The fence should be taken down in such a way so that it can be propped back up each night during construction. It will be the homeowner's responsibility to reinstall any fencing that had to come down to do the work that was contracted for.

5. Acts of God and Delays.

Contractor shall not be responsible for delay or failure to perform work when due to acts of God, strikes, war, government prohibition or reasons beyond Contractor's control. Where damage resulting from an act of God or reasons beyond Contractor's control cause additional work or additional materials to be furnished in order to complete the contract, the same may be furnished and shall be added to the contract price at the cost thereof. Owner agrees to pay such additional amount to Contractor at the time of completion of such additional work or installation.

6. Test, etc.

Any special engineering plans, soil tests, surveying and the like which may be required by government authority or as a result of encountering unexpected or unforeseen circumstances shall be paid for by Owner.

7. Change Orders.

Owner shall submit alterations in the work or equipment specified in this contract to Contractor in writing. Contractor, if it agrees to perform such alterations, shall then place thereon the price of such alteration and shall proceed with such



alteration only after the Owner shall approve such price in writing. Payment for such alteration shall be paid upon signing for the alteration.

8. Water.

Owner agrees to provide sufficient water for use by Contractor during construction and further agrees to provide sufficient water to fill the pool to prescribed level. Owner further agrees that it is Owner's responsibility to conduct such tests as may be necessary to determine if the water is suitable for use in the pool. Contractor shall not be responsible for damage caused to the liner or other pool equipment resulting from "hard" water or improper PH levels. If pool has to be emptied for any reason Contractor is not responsible for any payment to refill pool.

9. Emptying of Pool.

Contractor shall not be responsible for damage to the pool caused by emptying of the pool and consequential damages resulting therefrom.

10. Default.

It is understood that should Owner fail to make any payments as required herein, or fail to perform any of the other terms and conditions of this contract, Contractor may in addition to any other legal remedy and at its option: (a) cease work, or (b) complete the pool in accordance with the contract. In the event Contractor ceases work, there shall be immediately due and owing Contractor, from Owner, an amount of the total contract price which is directly proportional to the amount of the contract performed by Contractor. Should Contractor elect to complete the contract, then the entire contract price shall be due and owing upon substantial completion. Interest shall be charged at the rate of 10% per annum on any unpaid portion of the contract price from the time such amount was due and owing.

11. Warranty.

Contractor warrants that the pool, upon completion of construction, will operate properly in normal usage for a period of one year. Contractor does not make any express warranties with respect to materials manufactured by third parties. Contractor hereby assigns to Owner the manufacturer's or processor's warranty on purchased assemblies or material processing used in this installation. With respect to warranties given by manufacturers or processors, Owner agrees that it shall return such materials to the manufacturer or processor extending the warranty. Walks and decks are not a part of the pool and Owner understands there is no express warranty covering same regarding cracking, checking, raising or settling. Concrete decks and walks will crack. Some sooner than others.

12. Binding Effect.

This Agreement constitutes the entire contract of the parties and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party which is not recited herein. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, provided; however, that this contract shall not be binding upon Contractor until the same is accepted in writing by an authorized agent thereof.

13. Use of pool prior to completion.

It is understood and agreed by the Owners that upon Contractor completing the work herein contracted for in a manner satisfactory to the Owners the Owners shall sign a completion certificate in the standard form as supplied by the Contractor. Owners further agree they will not use or allow others to use the swimming pool contracted for until said work is completed in a satisfactory manner and further agree that their using or allowing said pool to be used by others is an admission that said pool is completed in a manner satisfactory to them. Use of said pool shall not release Owners from their obligation to sign the completion certificate hereinbefore referred to.

14. Liners are not guaranteed to be free from wrinkles. Contractor will take reasonable care to prevent them. The Contractor shall not be responsible for damage to the liner caused by punctures or other penetrations after completion.

15. Buyer is responsible for fine clean-up of cement and grading for any reason. A very rough grade is furnished with pool completion.

16. If pool has to be emptied, cost of water to be paid by Owner.



17A. If sand is required instead of the homeowner's dirt, homeowner will pay for the sand.

17B. If there isn't sufficient room to stockpile dirt, homeowner will purchase sand for backfill.

18. IF the homeowner wants any additional grading done when the excavator is there, it will be charged out at \$200.00 per hour. A 6" variance is the average elevation on most pools.