

Above Ground Pool Builder Installation Agreement

This agreement is entered into on _____, by and between the Above Ground Pool Builder (A.G.P.B.) and _____, Hereafter "Homeowner". For valuable consideration the parties do hereby agree as follows:

The Above Ground Pool Builder shall provide all labor and will install pool for homeowner at the residence as described by the plans and specifications (hereafter "The Project") selected by homeowner and more particularly described as "Pool Construction". Copies of said plans and specifications have been executed by Above Ground Pool Builder and homeowner on the date hereof and hereby made part of this contract.

Project Site: The project will be constructed on property of the owner located at:

and more particularly described as "residence" (hereafter "The Work Site"). Owner hereby authorizes Above Ground Pool Builder to commence and complete the usual and customary excavation and grading on the work site as may be required in the judgment of the excavating contractor to complete the project. Unless called for in the specifications no landscaping, finish grading, filling or excavation is to be performed at the work site by Above Ground Pool Builder except if required.

Permits: Homeowner is responsible to apply for permits and get regulatory approvals that may be required by the local municipal/county government, the cost thereof shall be an expense of the owner.

Excavation Service: When excavation is performed owner should be present. Any charges other than normal customary charges will be the responsibility of the homeowner and will be determined by the excavator at the time of excavation. Since different landscapes may require extra charges if any. Above Ground Pool Builder is not Responsible for underground utilities or use of nonconforming utilities: Above Ground Pool Builder shall have no responsibility for the condition of the soils at the work site. Any excavation, filling or other work required by the owner other than the usual and customary excavation and grading shall be an additional expense of the homeowner. Homeowner shall determine before construction begins if additional site work is required because of soil conditions at the work site and shall provide Above Ground Pool Builder specifications as to such additional site work. Above Ground Pool Builder shall not be responsible for any damages suffered by owner as such result of soil conditions at the work site.

Sand Delivery: Above Ground Pool Builder will hire an outside sand delivery from a local landscape supply outlet. Delivery area shall be pre-determined by A.G.P.B. with customer prior to sand or stone base delivery to protect your backyard. Please be aware that sand truck could leave tire marks or worse and that the A.G.P.B. is not responsible for any damages resulting from delivery. Arrangements can be made to deliver to driveways or as close as possible places as not to leave tire marks. This must be requested and delivery by wheel barrel will be needed and charges will apply.

Changes to scope of work: Homeowner may make changes to the scope of the work. However, any such change or modification must be made by written "Change Order", in the form of a letter to Above Ground Pool Builder specifying the changes. Homeowner agrees to pay any increase in the cost of the project as a result of change orders. In the event the cost of the change order is not known at the time the change order is executed, Above Ground Pool Builder will estimate the cost and the owner agrees to pay the actual cost whether or not it is in excess of the estimated cost.

Above Ground Pool Builder fee: Owner agrees to pay Above Ground Pool Builder the sum of {\$ _____} for performing the Installation. Deposit is \$100 and due at signing of this document.

Late Payment/default: Homeowner agrees to pay a late charge of 5% of all late payments which are more than ten (10) days late plus all costs of collection including reasonable attorney's fees in the event payment is not made in accordance with the terms of this contract.

Pool Water Delivery Charges: If it becomes necessary to have your pool drained to have a repair issue fixed, Above Ground Pool Builder is not responsible for water charges resulting from water tankers. It is customer's responsibility to fill their pool when installations are completed.

Warranty: Above Ground Pool Builder warranty shall be limited to defects in workmanship within one (1) year from the date hereof. Above Ground Pool Builder does not warrant defects arising after one (1) year and defects in material. The Above Ground Pool Builder hereby assigns to owner all warranties on materials as provided by the manufacturer thereof. LIMITED WARRANTIES: The installation carries one full year WARRANTY. This warranty does not cover the materials or accessories of the pool, as each item has its own manufacturer warranties. This warranty does not extend to and excludes incidental or inconsequential damages arising out of any defect. A.G.P.B. is not responsible for water, water replacement, or chemicals. A.G.P.B. is not responsible for Nut-grass Vegetation, insects, rodents or any act of acts from Mother Nature especially Snow-Wind-Ice and or fallen tree/branch damage.

Signatures: I have read and understand the above installation agreement and pricing and the items for which I am responsible:

Above Ground Pool Builder: _____

Customer Signature: _____