

## SWIMMING POOL INSTALLATION AGREEMENT

I \_\_\_\_\_ agree to contract with REI and Service for the installation of my above ground pool package.  
 (Customer Name) 303-789-2980

Pool Size \_\_\_\_\_

Pool Price \_\_\_\_\_

### STANDARD POOL INSTALLATION INCLUDES:

INT

1. Leveling of pool site to 12" & ample pool base.
2. Installation of the following:
  - A. Pool wall and support structure
  - B. Vinyl Liner (flat bottom)
  - C. Filtration system
  - D. Skimmer and return jet
3. Explanation of filter and chemicals.
4. Customer Service Representative follow-up call.

### INSTALLATION DOES NOT INCLUDE:

INT

1. Permit if applicable.
2. Electrical work, connections or inspection fees.
3. Removal of trees, stumps, rocks, underground debris.
4. Removal of or spreading of dirt from around pool site.
5. Landscaping or back filling.
6. Removal of pool cartons.
7. Ladder assembly.
8. Fence removal or assembly.
9. Treatment of ground for nut grass, tree roots and other vegetation and insects.
10. Water - for any reason.
11. Does not include sand.

### CUSTOMER RESPONSIBILITIES:

INT

1. Determine pool location within permit requirements.
2. Property access for installation equipment (approximately 10 feet).
3. Obtaining permits if applicable.
4. Electrical or plumbing work.
5. Location of ANY underground lines (gas, phone, septic or power, etc.).
6. Prompt payment to installers, when paying direct.
7. Grading to within one inch.

### OPTIONAL/ADDITIONAL PRICING:

INT

1. Pool light installed - \$35.00
2. Fence removal - \$45.00 - no re-install
3. Vegetation and insect treatment - \$80.00 (no warranty)

Any additional charge will be discussed prior to the installation of the actual work performed for customer agreement and acceptance.  
**I HAVE READ AND UNDERSTAND THE ABOVE INSTALLATION PRICING SCHEDULE AND THE ITEMS I AM RESPONSIBLE FOR. FURTHERMORE, IT IS MY UNDERSTANDING THAT THE INSTALLATION OF MY POOL IS BEING PERFORMED BY THE ABOVE MENTIONED INSTALLATION COMPANY.**

**CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT THE CUSTOMER IS HIRING THE DELIVERY AND INSTALLATION COMPANY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DELIVERY AND INSTALLATION OF ALL PRODUCTS AND THE CUSTOMER IS RESPONSIBLE FOR PAYMENTS DUE FOR DELIVERY/INSTALLATION. PAYMENT MAY BE COLLECTED FROM CUSTOMER AT THE TIME OF SALE.**

X \_\_\_\_\_  
 CUSTOMER SIGNATURE

\_\_\_\_\_  
 DATE

THE DELIVERY AND INSTALLATION OF MY SWIMMING POOL PACKAGE HAS BEEN COMPLETED TO MY SATISFACTION AND TO MEET THE ABOVE REQUIREMENTS.

X \_\_\_\_\_  
 CUSTOMER SIGNATURE

\_\_\_\_\_  
 DATE

- a. Obtain necessary building permits and any licenses and pay all related fees.
- b. Establish exact location for pool site.
- c. Provide access to and from pool site to accommodate any machinery in connection with this installation at Owner's sole risk and will hold Contractor harmless for any resulting damage.
- d. Restructure landscaping after installation (i.e. removal of excess dirt, etc.)
- e. Provide water for the pool and electrical hookup for the swimming pool filter
- f. Discard all merchandise packaging
- g. Site preparation, including but not limited to removal and/or protraction of stumps, trees and/or other vegetation, removal of fences, underground pipelines, cesspools, septic tanks, sewage lines, rocks or other obstructions which might affect installation.
- h. Filling pool in accordance with filling procedures pointed out the form "Filling Procedures and Service Insurance for Manufacturer Defect in Liner" Step 2.

2. The Contractor shall be responsible for the following:

- a. Level ground with builder's level.
- b. Erect pool and set liner as to weather conditions.
- c. Assemble and install filtration system (specified pools have decks, fence, or other accessories installed).
- d. Start filling pool with owner supplied water.
- e. Upon completion of installation, Contractor will briefly explain the filtration procedures.
- f. Install pool in accordance to what Contractor feels best for condition existing at time of installation. Manufacturer assembly instructions procedures may not be necessarily adhered to since manufacturers are generally overly conservative and our pricing structure represents method of installation.

3. The Contractor is not responsible for the following:

- a. Acts of God.
- b. Damaging underground utility lines and sewer lines.
- c. Foot impressions in pools with sand or vermiculite bottoms.
- d. Leveling sand inside pool (However, pool structure will be leveled with builder's level and the sand inside the pool will be roughly smoothed with rake.
- e. Liner fits (wrinkles, creases, flaps, light areas, pill-ins, etc.) since most liners are mass produced and can be cut small or large. Also, weather conditions may affect liner installation.
- f. Pool settling off level or shifting due to circumstances beyond Contractor's control (i.e. acts of God, underground streams, soft ground, erosion of ground surrounding pool area (from rain, loss of water from inside pool, or from other sources), etc.)
- g. Normal scratches and dents in pool structure due to shipping or normal installation procedures.
- h. Objects (rocks, roots, or other elements in the ground) that may work their way up through the ground into the liner anytime during or after filling pool with water.

4. Owner shall be responsible for any increases in cost due to undiscovered or unforeseen conditions (i.e. roots, rocks, buried trash, underground water conditions, etc.) encountered in the installation of the pool. Should this occur, Contractor will advise Owner of his increased costs to correct such condition.

5. Contractor shall not be responsible for any consequential damages as a result of the installation of the pool. Owner shall indemnify and hold harmless Contractor for all such damages.

6. **Payment:** The owner shall pay the Contractor one-half the installation fee, all ground charges and all necessary charges prior to commencement of work, charges for unforeseen conditions are to be paid at the time the condition is discovered. The balance is due immediately upon completion of the installation. All payments are to be in cash. All guarantees are null and void so long as there is any balance of money due to Contractor under the terms of this contract. Pool Owner agrees that a Contractor agent(s) may enter Pool Owner's property and recover any pool equipment if balance due is not paid in accordance to this contract.

7. **WORKMANSHIP GUARANTEE:** Contractor guarantees its workmanship for period of thirty days from the date of installation. Contractor also provides an additional four-season limited workmanship warranty for pool wall failures as determined by Contractor. In the event of wall failure Contractor's obligation will be to install the new wall. This warranty covers service only in the event of wall failure due to a manufacturer defect and does not include any parts or materials. Both the full season workmanship warranty and the four-season limited warranty become null and void if the pool Owner or any other person or company other than Contractor repairs or services (i.e. summarize, wintertize, etc.) the pool.

8. Pool Owner agrees that in the event that suit is brought by or against Contractor on this agreement for the purpose of enforcing any terms thereof or collecting any sums due thereon, Contractor shall be entitled to, and Owner shall be liable to pay, Contractor's attorney fees as they may adjudge in addition to any statutory costs.

9. This writing embodies all the agreements between the parties and there are no other agreements either oral or written between them other than as herein set forth.

10. All subsequent modifications of this agreement mutually consented to by the parties shall be invalid unless reduced to writing and signed by the parties.

11. In the event there is a breach of this agreement or cancellation during the construction period of the pool, due to rock problems, subsurface water conditions, off level grade, or unforeseen conditions, etc. and Owner does not want to incur additional expenses to correct the situation, Owner will be responsible for the total cost of original installation as well as lose all deposits.

I HAVE READ AND UNDERSTAND, AND HAVE RECEIVED A COPY OF THESE TERMS AND CONDITIONS.

X \_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE