

Inground Pool Installation Agreement

NAME _____

ADDRESS _____

EMAIL _____

POOL INFO _____

PHONE _____

WORK _____

GENERAL AGREEMENT

1. Customer will be responsible for delivery and installation charges should items be returned.
2. Installation work done by Advanced Pools & Backyards, hereafter referred to as APB, carries a 30 day warranty. Delivery and Installation do not change the manufacturer's warranties. All manufacturer's warranties are handled on APB's premises or through the manufacturer.
3. APB does not do electrical wiring or hook-ups; electrical work is the customer's responsibility.
4. APB is not responsible for water loss or replacement for any reason.

INSTALLATION AGREEMENT

Normal installation includes (our responsibilities):

1. Pool site excavation. Dirt excavated from site will be placed within 150' of site, unless dirt haul off is included in bid.
2. Installation of pool wall panels.
3. Pouring of concrete footer lock.
4. Install necessary pool plumbing.
5. Provide gravel backfill.
6. Install grout bottom.
7. Hang liner in pool.
8. Form and pour concrete pool deck to agreed upon specifications.
9. Remove all trash, forms, and excess materials. Clean pool of construction debris.
10. Machine grade ground around pool site.

RESPONSIBILITY OF BUYER

1. Buyer must provide a minimum of 10 ft. free access to where trucks and excavation equipment are needed.
2. It is the customer's responsibility to designate exact location of the pool to the installer.
3. Obtaining and paying for zoning and building permits if required by applicable laws and/or regulation, and complying with local regulations for swimming pools, including but not limited to fencing, screening, landscaping and electrical.
4. Buyer must obtain electrical service to pump and filter system.
5. Buyer must obtain plumbing for gas heater.
6. Customer is responsible for hauling off excess dirt.
7. Furnishing water for the pool.

I have read the general agreement and installation agreement above pertaining to my purchase and I understand and agree with all stipulations. I further agree that any controversy dispute or question arising out of, in connection with, or in relation to this agreement or its interpretation, performance or nonperformance, or any breach thereof shall be determined by arbitration conducted in Stigler, OK at the purchaser's expense in accordance with the ten existing rules of the American Arbitration Association and judgement upon any award may be entered by the highest State or Federal court having jurisdiction. Nothing contained herein shall in any way deprive the Company of its right to obtain injunction or other equitable relief as previously set forth herein.

APB _____

Date _____

Customer _____

Date _____

All Extra Charges Must Be Paid at Time Service is Rendered:

1. **Change Orders:** Any change orders that result in lost production days and/or remobilization of tools and equipment will be a minimum charge of \$1575 per day plus material.
2. **Haul Off:** Single axel Truck is \$135 per load w/minimum of 4 loads.
3. **Rock Excavating:** \$1200 per day, up to 8 hours/ day. Haul off is not included.
4. **Stump Removal:** Up to 9" in diameter trunk \$125. 9-18" in diameter trunk \$275. Larger than 18" in diameter is by bid only.
5. **Removal of Existing Patios or Decks:** Breaking up of existing concrete 4" or less thickness is \$6.50 per sq. ft. Haul off not included.
6. **Ground Water Pumping Station:** Material and Labor by bid only.
7. **Limited Access:** To pool – bid only. Around pool – bid only. Distance from pool (to move materials to or from the pool site over 40') – bid only.
8. **Cleaning Streets and Driveways:** Time and material reimbursement.

Pool Installation Agreement

Pool Description:

Amount Charged:

\$0

Additional Items or Projects

\$0

Subtotal

\$0

Sales Tax

\$0

Total

\$0

PAYMENT TERMS	DUE DATE
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\$ _____

Place Order, Sign Contract

\$ _____

When dig begins

\$ _____

When ready for concrete pour(s)

\$ _____

When pool is complete

There will be a Service Charge of 1.8% on Credit Card Purchases
E-Check Services are Available at No Cost

APB _____
Date _____

Customer _____
Date _____