



# VINYL LINER POOL INSTALLATION AGREEMENT

**NAME:**

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**ADDRESS:**

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**PHONE:**

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**EMAIL:**

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**DESCRIPTION OF PROJECT:**

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## **GENERAL AGREEMENT:**

1. Installation work done by Tier 1 Pools, hereafter referred to as T1P, carries a 5 year structural warranty. Delivery and installation do not change the manufacturers warranties. All manufacturers warranties are handled through the manufacturer. Hayward warranties all equipment for 5 years (parts only).
2. Customer will be responsible for delivery and installation charges should items be returned.
3. Customer is responsible for paying the cancellation fee if the client cancels the contract for any reason (Cancellation fee is 25% of total invoice).
4. T1P is NOT responsible for water loss or replacement for any reason.
5. T1P is NOT responsible for replacement of grass/sod unless agreed upon within the contract.
6. T1P is NOT responsible for irrigation/drainage
7. Draws will be taken before each main step of installation has been completed. See attached page for payment information.
8. Prices are subject to change based on client upgrade & change orders on the job site. (Ex: additional concrete, equipment upgrades, changes to project, etc.)

## **INSTALLATION AGREEMENT:**

Normal Installation Includes (our responsibilities):

1. Company shall do all pool site excavation. Dirt excavated from the site will be placed within 150 feet of the site unless dirt haul-off is included in the bid.
2. Company shall Install the pool wall panels / fiberglass shell
3. Company shall pour of the concrete footer lock
4. Company shall Install necessary pool plumbing (does NOT include irrigation)
5. Company shall provide gravel backfill and/or good fill dirt
6. Company shall install concrete bottom if applicable
7. Company shall hang liner in the pool if applicable
8. Company shall form and pour concrete pool deck to agreed-upon specifications
9. Company shall remove all trash, forms ,and excess materials including cleaning the pool of construction debris
10. Company shall rough grade around the pool site with machine

## **RESPONSIBILITY OF BUYER:**

1. Buyer must provide a minimum of 10-foot free access to where trucks and excavation equipment are needed. Buyer shall mark any fence lines that may be used to define the property lines. Further, Buyer shall give Company full access to any gates. If the gates are not wide enough, Buyer shall create a wide enough access point to the yard. If at the time of signing this Agreement, there is not the requisite 10-foot free access and you wish for the Company to order materials, please initial here: \_\_\_\_\_. By initialing here, Buyer shall pay 25% of the total invoice for restocking fee if the access is not available upon the arrival of the materials.

2. Tier 1 Pools & Patios will contact OKIE811 to make sure the selected location is free of underground lines. If Buyer knows the location of the lines and easements and wishes Company to commence ordering the required materials, please initial here: \_\_\_\_\_. By initialing, Company will commence ordering required supplies. If it is found that there are lines and easements that make the installation of the pool impossible, Buyer shall pay 25% of the total invoice for restocking fee. If the above is not initialed, the Company shall wait to order the materials until OKIE811 has been called and lines have been marked.

3. If the yard has a sprinkler system, it is the sole responsibility of the Buyer to mark all sprinkler heads and lines. If the Buyer has a sprinkler system and wishes Tier 1 Pools to order the liner, Buyer shall initial here: \_\_\_\_\_. If the sprinkler heads and lines are not marked by the time of installation, Tier 1 Pools shall not be responsible for any damage to the heads, lines, or any other mechanism related to the sprinkler system. By initialing, Company will commence ordering required supplies. If it is found that there are lines and easements that make the installation of the pool impossible, Buyer shall pay 25% of the total invoice for restocking fee. If the above is not initialed, the Company shall wait to order the materials until OKIE811 has been called and lines have been marked.

4. It is the customers responsibility to designate the exact location of the pool to the installer. Company will do its best to put the pool in the selected spot. If the spot is not suitable, another place on the premises that fit the exact dimensions of the pool shall be selected. If it is not possible to place the pool in the yard, the restocking fee shall apply.

**CONTINUED ON BACK:**

5. Customer is responsible for furnishing the water for the pool.

6. After the job has been completed, it is the clients responsibility to maintain their own pool & pay for any future service calls. Pool installation does not guarantee free services from Tier 1 Pools of any kind. (Maintenance, Service, etc.)

7. Once this Agreement has been signed and/or the Project has commenced, the Client agrees not to directly or indirectly solicit, hire, or engage—whether as an employee, contractor, or otherwise—any crew member or personnel associated with Tier 1 Pools for any separate or side work outside the scope of this Agreement. Any breach of this provision shall result in the immediate voiding of this Agreement, and the Client shall remain liable for payment of twenty-five percent (25%) of the total agreed contract amount, regardless of project completion status.

8. If the Client cancels this Agreement for any reason after beginning project, the Client agrees to pay a cancellation fee equal to twenty-five percent (25%) of the remaining balance due on the total contract amount at the time of cancellation.

9. If the Client breaches this Agreement for any reason, the Client agrees to pay a penalty equal to twenty-five percent (25%) of the value of the specific portion of the work affected by the breach, in addition to twenty-five percent (25%) of the remaining balance due on the total contract amount at the time of breach.

I have read the general agreement and installation agreement above pertaining to my purchase and I understand and agree with all the stipulations. I further agree that any controversy dispute or question arising out of, in connection with, or in relation to this agreement or its interpretations, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in Oklahoma at the purchaser's expense in accordance with the ten existing rules of the American Arbitration Association and judgment 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 jurisdiction or other equitable relief as previously set forth herein.

**CLIENT:**

**COMPANY:**

**DATE:**

**DATE:**

**Change Orders:** Any change orders that result in lost production days and/or remobilization of tools and equipment will be a minimum charge of \$500 per day plus the cost of material. Change orders shall be in writing and signed by both parties.

**Haul Off:** Single axle truck is \$135 per load with a minimum of 4 loads.

**Rock Excavation:** \$1200 per day, up to 8 hours per day; haul off NOT included.

**Stump Removal:** Up to 9" in diameter trunk = \$125, 9-18" in diameter trunk = \$275, larger than 18" in diameter trunk is by bid only.

**Removal of Existing Deck or Patio:** Breaking up existing concrete 4" or less in thickness is \$6.50 per sq. ft. Haul off is NOT included.

**Ground Water Pumping Station:** Material and labor = \$3,900.00

**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.

**ALL CHARGES MUST BE PAID AT TIME SERVICE IS RENDERED**

**PAYMENT TERMS (DRAWS):**

**(30%) Down Payment:** Pool location and dimensions have been selected. Company will order supplies.

\$

**(30%)** Due the commencement of the construction. In the early days, we begin digging in preparation for pouring the footers, filling it in with a gravel base, and installing all underground components such as plumbing, electrical, and structural support. After a quick inspection, we move on to the next part of the project.

\$

**(30%)** This payment is due when we begin to set up forms for the concrete. This will be after the backfill is complete. This enables Company to pay for any extra labor, concrete truck(s), rebar and other materials required for your patio.

\$

**(10%)** The final draw is due the morning we show up to install the liner in your pool. Once we install the liner we will cut in your steps, skimmer(s), jet(s), and light(s) if applicable. After this, your pool will be complete and the crew will clean up and do last minute touch-ups.

\$

**PROJECT TOTAL:**

By signing below, Customer is stating that Tier 1 Pools has completed the job in full. That any issues or grievances have been brought attention to the Company by the Customer. That the Customer is satisfied with the resolution resorting from anything brought to the attention of the Company.

**CLIENT:**

**COMPANY:**

**DATE:**

**DATE:**