



## INGROUND INSTALLATION AGREEMENT

NAME:
ADDRESS:
PHONE NUMBER:
EMAIL:
POOL SIZE & SPECIFICATIONS:
LINER:
STEPS/TANNING LEDGE:
COPING:
SKIMMER(S): Aqua Genie Skimmer (Circle Amount): <b>1</b> <b>2</b> <b>3</b>
PUMP & FILTER (Check Box):  <input type="checkbox"/> Pump #1 – Tristar Pump VS 1.85 115/230 (Serial: SP32900VSP) <input type="checkbox"/> Pump #2 – Tristar Pump VS 950 2.7 HP 230V (Serial: SP32950VSP)  <input type="checkbox"/> Sand Filter – 5310T2 30" Top Mount Sand Filter (Serial: <input type="checkbox"/> Cartridge Filter – SwimClear Multi 525 SF Filter (Serial: C5030)
LIGHT(S):  OMNI-HUB AUTOMATION – CMP LIGHTS ONLY (Circle Yes/No): <b>YES</b> <b>NO</b>
CONCRETE:
SAFETY COVER, SLIDE, OR WATER FEATURE:
EXTRA DIRT WORK:
SPECIALTY FEATURES:

### GENERAL AGREEMENT:

1. Installation work done by CW Pools & Patios INC., hereafter referred to as CWPP, carries a one year warranty. Delivery and installation do not change the manufacturers warranties. All manufacturers warranties are handled on CWPP's premises or through the manufacturer.
2. Customer will be responsible for delivery and installation charges should items be returned.
3. CWPP is NOT responsible for water loss or replacement for any reason.
4. CWPP is NOT responsible for replacement of grass/sod unless agreed upon within the contract.
5. CWPP is NOT responsible for irrigation/drainage
6. Draws will be taken after each main step of installation has been completed. See attached page for payment information.

### INSTALLATION AGREEMENT:

#### Normal Installation Includes (our responsibilities):

1. 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. Installation of the pool wall panels
3. Pouring of the concrete footer lock
4. Install necessary pool plumbing (does NOT include irrigation)
5. Provide gravel backfill and/or good fill dirt
6. Install grout bottom
7. Hang liner in the pool
8. Form and pour concrete pool deck to agreed-upon specifications
9. Remove all trash, forms, and excess materials including cleaning the pool of construction debris
10. Grade ground 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.
2. It is the customers responsibility to designate exact location of the pool to the installer.
3. Customer must obtain plumbing for gas heater
4. Customer is responsible for hauling off excess dirt
5. Customer is responsible for furnishing the 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 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 purchasers 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 jurisdiction or other equitable relief as previously set forth herein.

CWPP:	CLIENT:
DATE:	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 \$500 per day plus the cost of material.
2. **Haul off:** Single axle truck is \$135 per load with a minimum of 4 loads.
3. **Rock excavation:** \$1200 per day, up to 8 hours per day; haul off NOT included.
4. **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.
5. **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.
6. **Ground water pumping station:** Material and labor = \$3,900.00
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.

**PAYMENT TERMS (DRAWS):**

<p>(30%) Down Payment: This is when we order your pool &amp; all its components. This draw gets the ball rolling. \$</p>	
<p>(30%) Due the day 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. \$</p>	
<p>(30%) This payment is due when we begin to set up forms for the concrete. This will be after the backfill is complete. This helps pay for the extra labor, concrete truck(s), rebar and other materials required for your patio. \$</p>	
<p>(10%) This draw is due the morning we show up to drop the liner in your pool. Once we drop 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. \$</p>	
<p>PROJECT TOTAL:</p>	
<p>CWPP:</p>	<p>CLIENT:</p>
<p>DATE:</p>	<p>DATE:</p>
<p style="text-align: center;">* 8% DISCOUNT IF PAID IN FULL *</p>	