



*Building our Reputation
One Pool at a Time*

21902 Hwy 249
Houston Tx. 77070
281-645-6631

Project for:

Pricing is good for 30 days

Name: Robert Worthy
Address: 1014 Lakemont Bend Ln
City/St., Zip: Pinehurst, TX 77362
Phone #: 832-378-4523
Email: robertworthypersonal@gmail.com
Subdivision: Woodtrace
Designer: Jake Bryant
Shape: Custom Angular W/ Spa

Phone 2 #: _____
Gate Code: _____
Proposal Date: 11/18/25 12:03 PM
Contract Date: _____

Perimeter	94
Surf. Area	443
Width	15
Length	32
Depth 1	3.5
Depth 2	4
Depth 3	5
Gallons	12629

Pool Construction Standards:

<input checked="" type="checkbox"/>	All construction stages scheduled and supervised by Mike Lopez and Miguel Sosa	Included
<input checked="" type="checkbox"/>	Highest customer service with customer updates throughout construction	Included
<input checked="" type="checkbox"/>	One of a kind custom pool design	Included
<input checked="" type="checkbox"/>	Design Team - Over 100 years experience	Included
<input checked="" type="checkbox"/>	Assist in submitting HOA application	Included
<input checked="" type="checkbox"/>	Locate Utility Lines (not including Service Line / 811-311)	Included
<input checked="" type="checkbox"/>	Removal and replacement of Standard Access Fence (2 Sections)	Included
<input checked="" type="checkbox"/>	Temporary safety fence installed during construction	Included
<input checked="" type="checkbox"/>	Two complete clean-ups and removal of construction debris	Included
<input checked="" type="checkbox"/>	\$2 Million Dollars of General Liability Insurance	Included
<input checked="" type="checkbox"/>	All Contractors carry min. \$500,000 insurance	Included

Construction and Equipment Specifications & Standards

<input checked="" type="checkbox"/>	8" O.C. 3/8" rebar through pool (extra steel used for deeper pools)	Included
<input checked="" type="checkbox"/>	12" x 12" box beam containing 4- 1/2" rebar	Included
<input checked="" type="checkbox"/>	Gunite: 12" continuous bond beam with 6-9" walls and floor	Included
<input checked="" type="checkbox"/>	Gunite cures for 18 days before plaster. (Customer to water Gunite 2X a day for 10 days)	Included
<input checked="" type="checkbox"/>	All plumbing schedule 40 PVC with Sweep 90 Fittings	Included
<input checked="" type="checkbox"/>	Plumbing: 40' of plumbing included	Included
<input checked="" type="checkbox"/>	2.5" suction and 1 1/2 inch return lines	Included
<input checked="" type="checkbox"/>	<i>2 Venturi skimmers included</i>	Included
<input checked="" type="checkbox"/>	<i>AVSC (Anti-Vortex Single Channel) Drain - Highest Flow Capacity</i>	Included
<input checked="" type="checkbox"/>	5-7 Return Inlets w/ adjustable eyeball fittings	Included
<input checked="" type="checkbox"/>	Hydrostatic Relief for main pool drain	Included
<input checked="" type="checkbox"/>	Electrical: 100ft of underground wiring per National Electrical Code on every job, City or County	Included
<input checked="" type="checkbox"/>	60 Amp Sub-Panel as Required	Included
<input checked="" type="checkbox"/>	<i>Standard Travertine or Brick Coping</i>	Included
<input checked="" type="checkbox"/>	<i>6" standard waterline tile selection included</i>	Included
<input checked="" type="checkbox"/>	3 entrance steps (Step width Dimensions 1st 18", 2nd 18", 3rd 14")	Included
<input checked="" type="checkbox"/>	<i>Double coat of white marble plaster with silicone additive. (Plaster is to be brushed and vacuumed daily for 7 days by customer to achieve optimal appearance and texture)</i>	Included

Warranty

<input checked="" type="checkbox"/>	All Pentair equipment comes with a FULL 3 year warranty	Included
<input checked="" type="checkbox"/>	All A&A equipment comes with a 2 year warranty	Included
<input checked="" type="checkbox"/>	Complete warranty on all workmanship and material for one year	Included
<input checked="" type="checkbox"/>	Pebble and Quartz Plasters come with a 10-15 year warranty	Included

Dear Mike,

Theresa and I just wanted to take a moment and thank you and your team for the extraordinary work you did to transform our backyard into paradise. The professionalism and workmanship of your team leaves me stumped. I would suggest your company to anyone who is in the market for the easiest to care of pool for the value.

Bob and Theresa Delaney
Tomball, Texas

Standard Pool Includes		
✓	Pentair 420 sq. ft. Clean & Clear Plus Cartridge Filter	Included
✓	Cyclonic Pre-Filter for ease of Maintenance	Included
✓	Pentair Intelliflo Variable Speed Pump (for Energy Efficiency)	Included
✓	Pentair Pool Cleaner	Included
✓	2 Pentair "Microbrite" LED Pool Lights with 5 Base Colors and 7 Different Light Shows	Included
✓	Pentair Automatic / Adjustable 320 inline chlorinator	Included
✓	Automated Fill Line (with pressurized vacuum breaker)	Included
✓	Pool Overflow - With Drain System	Included
✓	Maint.Pkg: Test kit, telepole, brush, leaf net, vacuum hose, vacuum head and thermometer	Included
✓	4+ in. poured gunite equipment slab with steel rebar	Included
✓	One month of Professional Pool Maintenance	Included
✓	3 months of Maintenance Chemicals	Included
✓	Pool School teaching you all aspects of your pool	Included

Base Pool Price		
	Base Pool Price: (Up to 350 sq ft of Swim Area)	61,500
	Adjustment for Pool Size above 350 sq ft of Swim Area	2,488
	Base Pool Price w/o Upgrades:	63,988



Pool Options

Extra Steps and Benches		
21	Bench-(18" below waterline/18" wide)	945.00
	Bench in Front of Spa	0.00
	Sun Shelf- Standard 6" Depth w/ umbrella anchor	0.00
	Beach Entry (Includes Flagstone Cost to Top Beach Entry)	0.00
	2' x 2' Gunite steps in Sun Shelf	0.00
	In Pool Flagstone Table 2 1/2 ft Diameter	0.00
	Gunite Bar Stools- 14" Dia. / 12" Below Waterline	0.00
	Table / Stool Pedestal - 3' Depth	0.00

Raised Walls - (Includes Standard Tile on Front Facing and Sides, and Coping on Top)		
	6" raised beam	0.00
6.5	12" raised beam	390.00
	18" raised beam	0.00
8	24" raised beam	960.00
13	36" raised beam	2340.00
42.5	42" raised beam	8925.00
30	Raised Deck Footer For Walls outside Pool Area	600.00

Water Features		
	1' Sheer Descent (15 gpm)	0.00
3	2' Sheer Descent (30 gpm)	1,320.00
	3' Sheer Descent (45 gpm)	0.00
	4' Sheer Descent (60 gpm)	0.00
	Custom 1' Scupper	0.00
	Sprayers (10 gpm apiece)	0.00
	Bubblers (18 gpm apiece)	0.00
	Colorvision LED Bubbler (20 gpm apiece) - (Needs Electrical Line)	0.00
	Deck Jets (20 gpm)	0.00
	Laminar Deck Jets- (Needs Drain Line and Electrical Line)	0.00
	Moss Rock Water Fall, Weeping Rock, or Grotto- (Tons) (Need Pump)	0.00
	Jump Rock- (Customer Picks from Champions Stone, up to 500 lbs)	0.00
	Concrete Spillover bowls 24"	0.00
	Concrete Resin Spillover Bowl (Small)	0.00
	Concrete Resin Spillover Bowl (Large)	0.00
	Rectangle Scupper- Travertine 10" wide x 11.75" long x 6" high	0.00
	Round Spout w/ Collar- 1.5" Diameter- Noble	0.00
	Fluer de Lis Sconces/ Lion Heads/ Fluerette Wall Spout	0.00
Decking -- (Min 400 sq ft)		
✓	Deck piers as needed	Included
✓	Steel rebar extended from pool- every 3-4'	Included
✓	Perimeter Loop rebar reinforcement	Included
✓	4 inch thick deck with 3/8 inch rebar reinforcement throughout	Included
✓	PVC Expansion Joints in deck and Pressure treated wood between deck and house	Included
New Decking		
	Decking Brushed Concrete	0.00
	Decking Pea Gravel	0.00
633	Decking Spray Deck	6,741.45
	Decking Stamped Concrete	0.00
	Decking Stamped Concrete Overlay	0.00
	Decking Limecoat Overlay	0.00
	Decking Flagstone / Flagstone Runners	0.00
	Decking Travertine Pavers (Concrete Base)	0.00
	Decking Travertine Pavers (0-300' = \$18.50)(301-500' = \$17.50(500+' = \$16.50) (Sand Base)	0.00
	Concrete Pavers (Sand Base)(3 colors)	0.00
	Artificial Putting Green w/ Sub-Base and 2 Holes	0.00
	Decking Artificial Turf w/ Sub-Base	0.00
	Travertine / Concrete Step Stone Forming Charge	0.00
Existing Decking		
213	Top Existing Patio w/ Spray Deck	852.00
	Top Existing Patio w/ Stamped Concrete Overlay	0.00
	Top Existing Patio w/ Limecoat Overlay	0.00
	Top Existing Patio w/ Flagstone Deck	0.00
	Top Existing Patio w/ Concrete Pavers (3 Colors)	0.00
	Top Existing Patio w/ Travertine Pavers (Standard Colors)	0.00
	Top Existing Patio w/ Flagstone Patio Jigsaw Pattern	0.00
	Top Existing Patio w/ Flagstone Patio Saw cut	0.00
Misc. Decking		
	Add Color to Concrete, up to 1 Lb. per Yard (Color variations)	0.00
	Concrete Pad/Deck Work	0.00
	Upgraded Flagstone for Deck Work	0.00
	Travertine Upgrade (*All Stone w/ Red Asterick*)	0.00
	Remove and Prepare Existing Patio	0.00
	Concrete Deck Beam/ Deck Steps	0.00
	Deck Footer/Turndown Beam (deck out of ground over 6")	0.00
	Tile step up	0.00
	Saw Cut Concrete- Minimum 35 ft	0.00
	Concrete / Flatwork Removal	0.00
	Deck Mastic Seal-Min. 100ft New and Existing Concrete Decks/Patios	0.00
	Seal Natural Stone- Travertine, Flagstone, and Moss Rock for Salt Generators- Lasts 6-9 mos.	0.00
	Add Multi-Color to Spray Deck	0.00

Tile and Coping -- Standard tile and travertine included		
✓	Brick or Standard Travertine Coping (16x24") 30 Colors	Included
	Tier 2 Travertine Coping (16x24" and upgraded colors) (*All Stone w/ Red Asterick*)	0.00
	Tier 3 Travertine Coping (12x12 or 12x24 Bullnose)	0.00
	Tier 4 Travertine Coping (5 cm)	0.00
	Flagstone Coping	0.00
	Cantilever Coping	0.00
	Cast Concrete Coping (Special Order- 4-6 wks. production time)	Bid Only
	Stack Stone on Raised Beam/Spa- Hand Chiseled/Applied Per Piece	0.00
186	Stack Stone on Raised Beam/Spa- Pre-Fabricated Slabs	3,627.00
	Flagstone Facing on Raised Beam	0.00
	Toe Tiles on Steps and Benches- Using Standard Tile	0.00
	Upgraded tile- Above \$5 per sq ft	0.00
	Glass Tile Installation Upgrade- Per Ln Ft	0.00
	Extra Row of Tile Only- per sq ft	0.00
31	Extra Travertine for Raised wall not on Pool Perimeter	403.00
	Eased Edge Finger Grip Along All Raised Beams	0.00
Spa		
1	Spa Package	9,380.00
	Spa Construction Specs included with spa purchase:	
✓	7' diameter spa/ Raised 12" / Depth- 3 ft	Included
✓	Contoured single level spa bench 18" wide and 18" Deep	Included
✓	12-15" thick gunite wall/ Step-in only in Flat Spa	Included
✓	5- 6 spa jets for maximum force	Included
✓	AVSC (Anti-Vortex Single Channel) Drain	Included
✓	12" tile spillway (Stone Spillway included if Stone Coping is Chosen)	Included
✓	MicroBrite LED Spa Light	Included
✓	Pentair 400,000 BTU Heater Master Temp	Included
✓	6" std. waterline and exterior perimeter tile selection included (\$5 sq ft)	Included
✓	Spa Coping material to match Pool	Included
✓	Silencer 1.5 hp Blower	Included
✓	Plumbing Lines- 2 1/2" Suction and 2" Returns	Included
	Spa Flat	0.00
	Spa Raised 6"	0.00
	Spa Raised 12"	0.00
1	Spa Raised 18"	350.00
	Spa Raised 24"	0.00
60	Extra gas line(over 10') Under 100 ft	570.00
	Extra gas line(over 10') Over 100 ft	0.00
65	Extra Spa Plumbing (Over 20')	770.25
	Upgraded Gas Meter is Required with a Heater	Owner
	Multi level spa bench (per level)- 20" Deep Spa Bench	0.00
	Bridged Spillway (Per Ft)	0.00
2	Open Spillway (Per Ft)	200.00
	Stacked Stone Stair Step Spa Descent (Per 1 ft x 6" Height)	0.00
	Negative Edge Spa Descent (Per Ft)	0.00
	Extra Spa Scupper/ Spill Over	0.00
	Every 6" Spa - Flagstone Facing	0.00
	Interior Spa- not raised and within the pool wall	0.00
	Rolled Beam Spa	0.00
Automation		
1	Pentair IntelliTouch 5 - Remote System w/ Smart Device Interface	3,656.97
	Pentair IntelliTouch 8 - Remote System w/ Smart Device Interface	0.00
Drainage		
	4" area drains (in city) to Street w/ Pop Up	0.00
	6" area drains (in city)	0.00
250	4" area drains (out of city) to Street w/ Pop Up	1,875.00
	6" area drains (out of city)	0.00
11	Drain Heads and Gutter Downspout Tie-ins	385.00
	12" x 12" Drain Box for Yard	0.00
	Decko Drains	0.00
	4" Channel Drain	0.00

Home Gutter Systems		
	5" gutters	0.00
	6" gutters	0.00
	Down spouts - 1 story	0.00
	Down spouts - 2 story	0.00
Plumbing		443
146	Extra Plumbing Runs Single Line W/F	584.00
0	Extra Pool Plumbing (Over 40')	0.00
60	2nd Skimmer Line	237.00
	Sewer re-route (when required) \$25.00 per In ft	56.25
3	Extra Valves for Water Features	180.00
	Backwash Line (DE or Sand Filters)	0.00
	<i>Upgrade to Larger Filter- 520 sq ft Cartridge Filter</i>	0.00
	Shower Head Installation. Customer to Supply Hardware	0.00
	<i>QuikClean In-Floor System- Pool Square Footage (Minimum 350 Sq Ft)</i>	0.00
	QuikClean In-Floor System- Spa (Each)	0.00
	QuikClean In-Floor System- Negative Edge Catch Basin (Each)	0.00
	<i>QuikCirc - 9-12 In-Floor Heads w/ 3 port valve</i>	0.00
	Upgrade to larger piping 2 1/2" and 3"	0.00
	Gas Line for Outdoor Kitchen- 3/4" line	0.00
	Gas Riser for Outdoor Kitchen	0.00
	Regulator for Outdoor Kitchen	0.00
Electrical		
130	Electrical over 100'- 2 MicroBrites in Pool and 1 in the Spa	864.50
	Extra MicroBrite LED Light	0.00
	Extra LED Intellibrite Pool Light	0.00
	Extra LED Intellibrite Spa Light	0.00
	Intellibrite Controller For Pool and Spa LED Light Show	0.00
	GFCI Electrical Plug (add elec run to Elec over 100' above (B299))	0.00
	Mounting post for Equipment that is not up against a structure	0.00
	Feed Through Sub Panel- If necessary \$900, determined by Electrician	0.00
	Electrical reroute (if necessary)	0.00
1	Additional 300 watt (low voltage) Transformer- Per set of Lights	235.00
Plaster -- (Min 450 sq ft)		443
√	2 Layers of White Marble Plaster (Category 1)	Included
	<i>MarbleTite Pre-Mix 100% Quartz (Category 2)</i>	0.00
443	<i>WetEdge Luna Quartz (Category 3)</i>	3,487.50
	<i>WetEdge Pebble Finish (Category 4)</i>	0.00
	<i>WetEdge Pebble Finish (Category 5)</i>	0.00
1	Spa with Wet Edge Plaster	700.00
Extra Equipment		
	<i>Bio-Shield UV Purification System</i>	0.00
	<i>A&A QuikPure 3 Ozone System</i>	0.00
	<i>Sodium Tetraborates</i>	0.00
	<i>Salt System ic 40- Customer must seal all natural stone</i>	0.00
1	<i>Extra Motor Intelli-Flow Variable Speed/Energy Efficient Pump</i>	1,635.00
	<i>Pentair Valve Accuator</i>	0.00
	<i>Heater- 400,000 BTU w/ Gas Hookup and Regulator- Meter Upgrade will Required</i>	0.00
	<i>Pentair "Racer" Pool Cleaner w/ Booster Pump</i>	0.00
	<i>Pentair "Prowler" 920 Robotic Pool Cleaner</i>	0.00
	<i>Pentair "Prowler" 930 Robotic Pool Cleaner with Remote</i>	0.00
	<i>Safety Vacuum Relief System</i>	0.00
	<i>Glacier GPC-25 (20k)</i>	0.00
	<i>AquaCal (30k) TC1500- Chiller 8-10 Degrees- 3 Year Warranty</i>	0.00
	<i>AquaCal (30k) T135R- Heat Pump- Chiller and Heater 8-10 Degrees- 3 Year Warranty</i>	0.00
	<i>Fast Lane Swim Jet</i>	0.00

Fence/ Gate		
	6' Fence extension	0.00
	Gate - wood	0.00
	2x6 Base/Rot board	0.00
	Fence Cap and Trim	0.00
	Additional Fence Section Removal and Replacement (above 2 panels)	0.00
	4' Wrought Iron fence	0.00
	4' Gate - iron	0.00
	Extra Fence Work, Remove and Replace Rot Iron Fence (Allotment)	0.00

Mr. Lopez,

Being a second time pool owner, I understand that quality and service come at a price, but I never anticipated the level of customer service you and your guys gave us. From the design to the finishing touches, I am thoroughly impressed. Hands down, when we build our next pool it will be with Houston Cool Pools

Jerry and Gloria Phillips
Spring, Texas

Miscellaneous		
	Tree Removal- (Allotment) and Grinding	0.00
	Stump Removal- (Allotment)	0.00
	Extra Cleanup-	0.00
	Inside Beltway 8 Excavation Surcharge	0.00
	Inner- 610 Loop Excavation Surcharge	0.00
	Small Bobcat Rental (5'9" Need 6'3" Clearance)	0.00
	3'2" Excavator w/ Wheelbarrow Access (Need 3'2" Clearance)	0.00
	Access Through Spa	0.00
	Access Through Bench	0.00
	Access Through Sunshelf	0.00
	Driveway Access	0.00
	Spa Detached from Pool or on Deep side of Pool	0.00
	Deep End Bobcat Access (5' or Deeper)	0.00
109	Dirt Walk over 50'	218.00
	Umbrella anchors- (1 inc. w/Sun Shelf)	0.00
	Brass Volleyball Anchors	0.00
	Pool Rail- Standard	0.00
	Turbo Twister Slide	0.00
	Rogue II Slide	0.00
	Extra Depth- Every foot above 6 ft.	0.00
	Extra Steel Charge for Steep Depth Transitions	0.00
	In Pool/Spa table- Removable (Tan Color)	0.00
	Stainless Steel Deep End Ladder	0.00
	Diving Board 8 ft. Fibre Dive	0.00
	Dirt Work to adjust Elevation	0.00
	Negative Edge Reinforced Retaining Wall- Double Curtain of Steel w/12" walls	0.00
	Engineer Fee- Allotment- Above/Beyond "Standard Pool Structural Plan"	0.00
	Extra Steel and Gunite Per Engineered Plan	0.00
	Double Curtain Steel Wall for Proximity (In.ft.)	0.00
0	City Permit Cost and Runner Fee- Allotment (1.5% of Contract plus \$470)	
	Shotcrete Option (\$85.00 Yard more than Gunite)	0.00
	Pools Out of Ground up to 12" out of Ground (per linear Foot)	0.00



Outdoor Living, Structures and Landscaping		
Fire Pit - 3 ft Dia. Wood Burning, No Gas Line		0.00
Fire Pit - 3 ft Dia. Natural Gas (+ gas line)		0.00
Fire Wok		0.00
Fire Pit/Wok Gas Line		0.00
Regulator/Riser		0.00
Ledge Lounger Signature Chaise		0.00
Ledge Lounger Signature Chair		0.00
Covered Patio Extension		0.00
Cedar Pergola- 6x6 posts/ 2x8 Headers and Joists/ 2x2 slats 4" apart +200 sf		0.00
Stone Pony Columns on Pergola or Patio		0.00
Outdoor Kitchen- 10 ft with 29" Grill, Fridge, Stainless Steel Double Doors		0.00
Stucco Sides and Tile Top		0.00
6 x 6 Cedar Picket Shower/Privacy Area		0.00
Flagstone and Crushed Granite patio area behind pool		0.00
Cedar Arbor (12 x 15)		0.00
Retaining Wall-		0.00
Deck Bench (2 ft high with Tile face and Stone Top)		0.00
Landscaping Package		0.00
Sprinkler System Repair is not offered by Houston Cool Pools		
Grass Replacement is not offered by Houston Cool Pools		
Monthly Pool Maintenance by 3rd Party		0.00
Basketball Set w/ 2 posts and anchors		0.00
Linear Fire Feature (Must include Gas Line)		0.00
Linear Fire Feature (Must include Gas Line)		0.00

Totals		
	Base Pool Price w/o Upgrades:	\$63,988
	Pool Upgrades / Options	\$52,488
	Total Project Cost:	\$116,476

Pricing is good for 30 days

Payment Structure	
Deposit- (10% of Total Project Cost)	\$11,648
Balance- (Total Project Cost - 10 % Deposit)	\$104,828
First Payment- (After Gunite Phase)	\$68,138
Second Payment- (After Tile and Coping Phase)	\$26,207
Third Payment- (The Day the Pool Equipment is Turned On)	\$10,483

Customer Signature _____ Date: _____

Customer Signature _____ Date: _____

Houston Cool Pool Representative _____ Date: _____

The listed parties and Houston Cool Pools agree to the terms and conditions above and below this contract and are part of the agreement and this contains the entire the agreement between listed parties and Houston Cool Pools. The parties further acknowledge that each has read and understood this entire contract and has received a copy of it. The contract can be amended by listed parties and Houston Cool Pools as long as both agree to the changes in writing. The 3 day cancellation policy has been acknowledged by signing this contract. This states you may cancel this transaction at any time prior to midnight on the 3rd business day after the date on the contract at no obligation. If cancelled any payment made will be refunded within 10 business days. Customer agrees to pay 100% of total contract price per payment structure.

All material selections must be made and ordered before construction begins. If materials must be purchased at time of order, customer will be responsible for the material cost. Customer understands that any amendments made to this agreement may extend the construction period and alter final contract price. All amendments resulting in a price adjustment will be reconciled at final payment.

Terms and Conditions

1. Guarantees and Warrantees

Contractor guarantees its work to be free from defects in material and workmanship for the period of one year from date pool is plastered.
Contractor further warrants that the pool structure will remain structurally sound for the period of time the pool is owned by the Buyer (coping, tile, decking, colors, plaster, plumbing, electrical, filter, heater, and other pool accessories are by definition, not part of the pool structure) The term "structurally sound " means that the swimming pool is capable of retaining water and in the event of failure to do so Contractor will within the above period repair the pool structure so that it will retain water.
Walks and decking are not guaranteed against: normal cracking, checking, raising, settling and discoloration. Plaster is not guaranteed against discoloration or staining since plaster defects generally result from local water conditions, improper use of chemicals, or lack of or improper cleaning of pool.
All non-pool structure items, including all pool equipment installed as provided for in this contract carry a one-year manufacture's warranty against defects in workmanship and materials. Pentair equipment carries a 3-year parts and labor warranty on filter, pumps, heaters, controls, and motors.
The guarantee and warranty are effective only if buyer has complied with all the terms and conditions, payments and other provisions of the contract. The guarantees and warranties becomes become void; if the pool in not kept full, the pool structure is damaged by reason of the water table rising above the lowest point when the pool is not kept full, acts of God, war, riots, or other civil disturbances or acts of others, if the Buyer fails to comply with decking installation requirement's as set forth by the Contractor or if necessary there be a transfer or change of ownership of the property or Owner fails to pay any monies due to Contractor for pool installation or change orders or service calls.
Defects and failures resulting from mistreatment or negligence by Buyer will be repaired and serviced at Buyers expense.
Where Buyer has work performed by other that is not provided for in the contract such as but not limited to electrical panel changes, landscaping, and erection of fences and retaining walls, contract does not guarantee or warrant such work or drainage problems that may occur and contractor shall not be held liable for such work or for loss or damages, if any, which may result there from.
The repair or replacement of non-pool structure items or pool structure as provided above shall constitute the sole exclusive remedy of the Buyer and the fulfillment of the Contractors liabilities under these warranties with respect to the matters covered by this contract, whether warranty contract or negligence.
The express warranties contained herein are in lieu of any other expressed or implied warranties, including (where permitted by law) any implied warranty of merchantability of fitness and or any other obligation or liability, including negligence on the part of the contractor. Contractor shall in no event be liable for special or consequential damages.

2. Construction Dates

Construction shall begin within seven days (7) business days (Monday through Friday excluding legal Holidays), unless otherwise specified after issuance of appropriate building permits and loan documents. The work shall be completed on or before 45 business days after excavation of the pool. Completion is defined as the "pool being plastered".
Contractor shall diligently pursue its obligation hereunder in order to complete the pool without delay but shall not be responsible to perform work or furnish materials or equipment due to acts of God, inclement weather where there had been precipitation of more than 1/10 inch in any 24 hour period, war, riot, or other civil disturbance, strike, government prohibition, non-issuance of required permits affecting the swimming pool and adjacent areas or other reasons beyond its control. The date of completion shall be extended three (3) days for every day of delay caused by any and all of the events referred to herein and shall be extended three (3) days for each and everyday that the buyer shall be late in making any of the installment payments as provided herein.

3. Contract

The contract constitutes the entire contract and the parties are not bound by any oral expression or representative by any agent of either party purporting to act for or on the behalf of either party or by any commitment or arrangement not specified in the contract. No other work shall be done without the prior written authorization of the Buyer. Any such authorization shall be on the change order form approved by both parties, which shall become part of the contract. Where such additional work is so added to the contract, it is agreed that the total price of said additional work is to be paid in advance of work unless cost is unknown. If cost is unknown, work must be authorized in writing and payment must be made in full on completion of added work, if any provision (or portion thereof) of this contract shall be deemed invalid, it is agreed that such invalidity shall affect only such provision (or portion thereof) of this contract shall be deemed invalid, it is agreed that such invalidity shall affect only such provision (or portion thereof) and that the remainder of this contract shall remain in force and effect.
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4. Responsibilities of the Contractor – Conditions and Limitations

Contractor agrees to do all work provided in the contract in a good and workmanlike manner, but shall not be responsible for delays and failures to perform work when such delay or failure is due to: Acts of God, war, riot, or other civil disturbances, labor disputes, government prohibitions, non-issuance of all required permits affecting pool construction, failure of Buyer to perform by him herein, or other reasons beyond it's control. Contractor is not responsible for damage to such items as, but not limited to curbs, cable TV, telephone, gas grill lines, sidewalks, driveways, patios, lawns, shrubs, sprinkler systems, underground utilities and appurtenances and after the pool is filled with water Contractor is not responsible for flotation of pool. Contractor will provide copies of layout and spec sheet along with obtaining city permits for pool construction (home owner association approval by customer). Contractor to layout pool and set approximate proper elevation before excavation. Contractor will also excavate, shape, grade and remove dirt on day of excavation only. Additional fill material, and grading and drainage for project not specified herein is additional.
All dimensions, water depths are approximate with reasonable tolerances either way. Buyer and Contractor agree it would be impractical to fix the actual damage in the event of a deviation in pool dimensions; therefore, liquidated damages for the errors by contractor in the water surface area of the pool as specified above of this contract shall be \$6 per square foot, either way to be paid to contractor or deducted from total contract amount by owner upon rendering final plaster payment. Pool equipment remains ownership of contractor until final payment is made. If equipment is removed or stolen, owner is responsible.

5. Responsibility of Buyer

In the event Buyer authorizes access through adjacent properties for contractor's use during construction, Buyer is required to obtain permission from owner(s) of the adjacent properties for such and Buyer agrees to be responsible and to hold Contractor harmless and accept any risk thereof. A sign shall be placed in Buyers yard.
Buyer is required at his expense to do all construction and other acts necessary and to meet all conditions necessary to allow contractor to complete the work as provided in this contract. Buyer has directed the location of the pool and other improvements and equipment as shown on the attached pool drawing, if so supplied and where such location (or other location approved or directed by Buyer) is used there shall be no liability on the part of the contractor for incorrect location of such pool, upon the property easement or rights of any third parties. Buyer shall furnish any necessary variance and association permits or fees. Drainage beyond the pool site is to be provided by the Buyer and is to meet city and / or county requirements. No grading other than for the pool site preparation will be done by contractor unless specified on this contract. Pool site is to be defined as "pool water surface area".
Stumps in pool and access must be left up 3 – 4 feet high or additional cost will be incurred by customer. Any unknown stump removal above or below the ground may be an additional cost.
Approval for work by an inspecting government agency is deemed to be completion of work in a workmanlike manner. Buyer agrees to make payments called for by this contract on time even though repairs, to be completed work, under this contract may have been scheduled but not performed.
Any changes or modification to materials and / or design must be agreed upon in writing and will result in a \$250 penalty due at final payment.
Customer to water gunite for at least 10 days after the gunite has been applied. Failure to comply will void the gunite warranty.
Electrical conduit is from customer existing panel, if an upgrade is necessary by local codes, it is at the customer expense. Electrical will meet city codes and include bonding and GFI for pool.

Terms and Conditions (cont'd)

6. Representation of Buyer

Unless otherwise specifically provided in the plan and specification of this contract, contractor has entered into this contract on the terms herein contained based upon the following assumptions of fact and warranties of Buyer.

a. That Buyer will provide adequate access through Buyers own property or through adjacent property for contractor's normal construction equipment to do work at no cost with no liability to contractor.

b. The soil at and around the agreed-upon pool site is not such an unstable nature and the water conditions are not of such a nature as to preclude construction and operation of the pool in normal manner at normal expense.

In the event underground water table conditions are discovered to preclude normal construction the Buyer shall at their option choose to accept pool to finish at said water table depth or continue to planned depth at the actual extra costs plus an additional twenty five percent (25%).

c. That there will be no additional load conditions that may be imposed on the pool structure existing or proposed adjacent structure, which require extra steel and gunite.

d. That there be no rock formations, hardpan conditions, boulders, cesspools, septic tanks, gas lines, water pipes, sewer lines, drain pipes, irrigation pipes, underground electrical conduit, television cables, telephone lines, sprinkler systems and controls, gas grill lines, gas light lines or other underground obstructions which would require blasting or jackhammer work or which would require extra work and give rise to extra costs not obvious from a ground inspection of pool site. Additional costs thereof shall be paid by Buyer at actual extra cost plus additional twenty-five percent (25%)

e. In the event of any of the foregoing assumptions of fact are not true contractor may at it's option terminate this contract with no further liability of either Buyer or Contractor, except that the buyer and Contractor agree that in such event Buyer shall be liable to Contractor in the sum of five hundred dollars (\$500) as liquidated damages. It is understood, however that the parties may by mutual agreement in writing, amend this contract to deal with such event.

f. Owner shall be responsible for maintaining pool water chemistry. Homeowner agrees to have water tested every 30 days and do necessary corrective action to protect plaster surface.

7. Pool Site

The term "pool site" means the area comprising the water surface area the portion of the ground surface extending to a distance of not more than four feet (or to a distance require by local code for minimum decking from the perimeter of the pool water surface.)

8. Default

In the event of default by the Buyer of any provision of this Contract, the Buyers agrees to pay any equipment reinstallation costs, all collection costs and interest from date of default. Reasonable attorney's fees shall be awarded to the prevailing party in any suit brought under this Contract.

9. Lien

Mechanic's and materialman's lien (with power of sale or transfer). To secure the prompt payment of the indebtedness created, a Mechanic's and Materialman's and Laborer's Lien is hereby created and granted for the benefit of contractor upon the property described on the reverse side hereof and all improvements now thereon and hereafter and all improvements now thereon and thereafter placed thereon.

10. Buyers Right to Cancel

You may cancel the agreement or offer referred to above at any time prior to midnight on the third day (except Sunday and legal Holidays) after the day you signed the agreement or offer. If you cancel and you have already made some payment to seller, the seller will return the total sum paid within ten (10) business days.

You must give notice of cancellation by mailing signed and dated statement to the seller at the address indicated. In order to show proof of mailings, it is recommended that you mail the statement by registered or certified mail. If you do so, you should keep the slip the post office gives you. After cancellation, the seller is entitled to receive back from you at your address, any goods previously delivered by him to you, providing he has returned any payment and goods of other property received from you. If the seller does not call for his goods at your address within twenty (20) days after you give notice of cancellation, you may keep this as your own.