

The 20 YEAR Structural Guarantee would not extend to cover items external to the pool, such as coping, coloring, plaster, plumbing, electricity, filter, heaters, and pool accessories. Plaster is not guaranteed against discoloration or staining inasmuch as this is commonly due to the local water, wrong use of chemicals or lack of cleaning. The Structural Guarantee also is invalid should the pool not be kept full except for a ten (10) day period each year for maintenance; should the water table be above the lowest point of the pool; should the structure be damaged by earthquake, war, earth or earth fill movement, or disasters not occasioned by the Contractor, such as explosions, wrecking and the like. TERMS AND PROVISIONS OF THIS GUARANTEE ARE NOT TO BE EFFECTIVE UNTIL FINAL PAYMENT OF CONTRACT IS RECEIVED.

#### AGREED CONDITIONS:

Equipment installed under this contract carries manufacturers' warranty, and servicing or replacement of such items shall be charged for if they exceed the limits of said manufacturers' warranty. Defects or failures caused by obvious mistreatment or neglect shall be repaired or serviced at owner's expense.

If plans and specifications are attached to within agreement they form part of this contract. In case of conflict between the provisions stated in such plans and specifications and the terms of the within contract, the terms of the within contract shall prevail.

Contractor shall pay sales tax on all materials; shall pay for the permits required on its work; shall pay necessary levies on its men and shall carry public liability, workman's compensation, and property damage insurance. Contractor agrees to do all work provided in this contract in a good and workmanlike manner, but shall not be responsible for delay or failure to perform work when due to acts of God, strikes, war, government prohibition or reasons beyond its control. Owner shall furnish any necessary variance and association permits or fees. Drainage from around swimming pool to be provided by owner to meet Building Department regulations. No grading unless specified. No soil will be removed or returned except on excavation day. The pool elevations to be approved by owner or his representative on the day of excavation. Contractor is not responsible for damage to curbs, sidewalks, driveways, sewers, patios, lawns, shrubs and appurtenances.

Owner shall supervise the location of the pool and/or other improvements and there shall be no liability on the part of contractor for incorrect location thereof, whether on the owner's property or the property of a third person. The contract price is based on the following mutual assumption of facts; the site is not fill ground (fill ground means soil not compacted to 90% and bearing capacity of 1,000 lbs. PSF), contains no rock formations, or boulders and has adequate bearing capacity, contains no cesspools septic tank, gas lines, water pipe, draining pipe, irrigation pipe or underground electrical conduit or other obstructions not apparent from an inspection of the surface; that no underground or surface water conditions will interfere with the work or operation of the completed structure or installation; that no blasting or jackhammer work is required; there are reasonable means of access for contractor's equipment and after guniting, contractor is not responsible for flotation of pool due to external water. It is understood and agreed that if any of the foregoing assumptions of fact should prove mistaken, and if any additional work or materials are required thereby to complete the contract, the same may be performed or installed and shall be added to the contract price at the direct cost thereof, and plus ten (10%) percent thereof. If after the pool is started the soil conditions requires extra steel or gunite (other than expansive soil) other than specified on the front of this contract, owner agrees to pay for the additional labor and material plus ten (10%) percent. Owner agrees to pay additional charges upon presentation of a written estimate and prior to rendition of additional work.

#### ALTERATIONS:

If, during the course of construction of the structure herein described, the owner desires to make changes, alterations or revisions to the plans and specifications or on the structure itself, the contractor shall not be bound to make such changes and/or revisions unless and until the Owner shall give written notice to the Contractor of said change or revisions. But the lack of said written notice shall not waive the contractor's right to collect for any changes, alteration or revisions. All expenses or costs of labor, materials and overhead involved in said change and/or revisions shall be paid by owner, plus 15% profit thereon for said changes or revisions. This sum of money shall be payable in addition to any other amounts to be paid in this contract, and same shall be paid for in cash upon completion of such changes or revisions. ALL EXTRAS ARE DUE AND PAYABLE BEFORE PLASTERING.

In the event the owner authorizes use of neighbor's property for contractor's use during access and construction, owner agrees to be responsible. WALKS AND DECKS ARE NOT A PART OF THE POOL AND OWNER UNDERSTANDS THAT THERE IS NO WARRANTY COVERING SAME REGARDING CRACKING, CHECKING, RAISING, SETTLING OR DISCOLORATION.

Owner 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.

Approval of work by an inspecting government agency is deemed to be completion of that work in a workmanlike manner.

Contractor retains title to all pool equipment until purchase price and any extras are paid for in full. If price is not paid in accordance with this contract owner agrees that contractor or its employees without notice to owner may enter the owners premises and repossess any pool equipment and accessories included in this contract and will apply the value of said equipment and accessories against any unpaid balance due. Owner hereby releases contractor, its agents and employees from any liability whatsoever on account of such repossession, save and except property damage occasioned by gross carelessness or neglect.

When pool is used in any manner, such use constitutes acceptance by Owner.

In the event that suit is brought by Contractor on this contract, for the purpose of enforcing any terms thereof, or collecting any sum due, Contractor shall be entitled to a reasonable sum for attorney's fees and Court costs, whether or not such suit shall proceed to judgement.

This agreement constitutes the entire contract of the parties, and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party which is not recited herein, and contractor is not bound to any commitments or agreements not outlined on the copy of this contract. This agreement is not binding upon the contractor unless and until the same is accepted by an authorized agent thereof.