

## South Carolina Construction Contract - Home Improvement - Shotcrete Swimming Pool

Buyer's Name:		
Job Site Address:		
City:	Zip:	
Email I:		Email II:

Phone I: \_\_\_\_\_

Phone II: \_\_\_\_\_

Email I:  Email II:

Email II:

**WEST**

801 Clanton Rd. Suite C104  
Charlotte, NC 28216  
(704) 349-3894

**PLATINUM Pools and Spas Corp**  
**DBA - PREMIER POOLS & SPAS**

**This location is independently owned and operated.**

Premier Pool & Spas ("Builder"), a licensed swimming pool contractor hereby agrees to sell and install to 0 ("Buyer") the swimming pool and related equipment to be installed at the 0 for the cash price of \$0.00, and Buyer agrees to purchase the work for said cash price. Said cash price includes a non-refundable deposit of \$0.00. The unpaid cash price balance shall be paid in 4 installments. See Payment Schedule below.

Construction to substantially commence on or about:

Construction to be substantially complete on or about:

Barring time delays caused by acts of God, rain damage, strikes, government prohibitions, non-issuance of any permits affecting the swimming pool area, financial approval or other reasons beyond the Builder's control. The start of work. (Notice: Failure by the Builder without lawful excuse to substantially commence excavation shall constitute substantial commencement work within 20 days from the approximate date specified above when work will begin, is a violation of the Contractors' State License Law.)

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. This is typically done through the creation of an addendum or amendment. This addendum or amendment must describe the scope of the extra work or change, the cost to be added or subtracted from this original contract, and the effect the change will have on the schedule of progress payments. Failure of the Builder to comply with the requirements of this paragraph does not preclude the recovery of compensation for the work performed based upon legal or equitable remedies designed to prevent unjust enrichment. All changes will incur a \$250 plan revision cost in addition to the cost of the requested change order.

### PAYMENT SCHEDULE

Non-Refundable Deposit:	\$0.00
30% - Prior to Excavation	\$0.00
30% - Prior to Shotcrete	\$0.00
30% - Prior to Decking	\$0.00
10% - Prior to Interior Finish	\$0.00

## POOL SPECIFICATIONS

Perimeter: ' Surface Area:  SQFT

Pool Size: ' X

Pool Depth: ' X ' X '

Pool Depth Does NOT Permit Diving

HOA APPROVAL REQUIRED? ☐ YES ☐ NO

FINANCING REQUIRED? ☐ YES ☐ NO

## GENERAL CONSTRUCTION

- |  |            |
|--|------------|
| 1. Standard Engineered Plans and Pool Permit   | BY BUILDER |
| 2. Pool layout and excavation  | BY BUILDER |
| 3. Removal of dirt on day of excavation only   | BY BUILDER |
| 4. Removal of access wall or fence   | BY BUYER   |
| 5. Replacement of access wall or fence   | BY BUYER   |
| 6. Repair Damaged Utilities, Irrigation, Landscaping and Concrete Sidewalk or Driveway | BY BUYER   |
| 7. Removal of trees in the access or pool area   | BY BUYER   |
| 8. Removal of concrete in the access or pool area                                      | BY BUYER   |
| 9. Removal of landscaping in the access or pool area                                   | BY BUYER   |
| 10. This contract includes up to <b>1.0</b> days of excavation.                        |            |
| 11. Clean-up and removal of construction debris  |            |
| 12. 100% Non-Deductible Worker's Compensation Insurance for all employees.             |            |
| 13. Commercial general liability insurance   |            |
| 14. Steel reinforcing as per Plan.   |            |

**PLUMBING & EQUIPMENT (continued)**

- |                       |      |
|-----------------------|------|
| 22. Auxiliary Pump I  | None |
| 23. Auxiliary Pump II | None |
| 24. Sanitation I      | None |
| 25. Sanitation II     | None |
| 26. Sanitation III    | None |
| 27. Cleaner           | None |
| 28. Heater            | None |
| 29. Gas line          | None |
| 30. Line Type         | None |

## POOL SHELL / TILE / COPING & DECKING

- |  |          |
|--|----------|
| 31. Pneumatically applied shotcrete shell - Per Code       |          |
| 32. Waterline Tile   |          |
| 33. Accent Tile on steps and benches                       | Included |
| 34. Raised Beam  | None     |
| - ' of 6"      - ' of 12"      - ' of 18"      - ' of 24"  |          |
| - ' of 30"      - ' of 36"      - ' of 42"      - ' of 48" |          |

## PLUMBING & EQUIPMENT

- |  |      |          |      |            |
|--|------|----------|------|------------|
| 15. Skimmer                                      | QTY: | <u>1</u> | STD  | BY BUILDER |
| 16. Surface Returns                              | QTY: | <u>3</u> | STD  | BY BUILDER |
| 17. Auto-Fill with Anti-Siphon Valve             |      |          |      | BY BUYER   |
| 18. All pool plumbing/piping and valves per plan |      |          |      | BY BUILDER |
| 19. Equipment pad for pool equipment             |      |          |      | BY BUILDER |
| 20. Circulation Pump                             |      |          | None |            |
| 21. Filter                                       |      |          | None |            |

- |                           |           |            |
|---------------------------|-----------|------------|
| 35. Raised Beam Facing I  |           | None       |
| 36. Raised Beam Facing II |           | None       |
| 37. Coping                |           | None       |
| 38. Decking               | sf        | None       |
| 39. Decking Drainage      |           | BY BUILDER |
| 40. Downspout Drainage    | Approx sf | BY BUYER   |

Builder will ensure the pool deck will be installed with "fall" to ensure proper drainage.  
Getting water out of the yard is Buyer's responsibility.

Initials

Initials



## SOUTH CAROLINA Construction Contract - Home Improvement - Shotcrete Swimming Pool

Buyer's Name:	0	Phone I:	0
Job Site Address:	0	Phone II:	0
City:	0	Zip:	0
Email I:	0	Email II:	0

**This location is independently owned and operated.**

ELECTRICAL / CONTROLS			
41. Electrical connection of pump(s) and underwater light(s) including required conduit		BY BUILDER	
42. Electrical bonding of pool		BY BUILDER	
43. House panel upgrade or relocation of overhead or underground lines - if required		BY BUYER	
44. Pool Light(s) I	None	QTY:	0
45. Pool Light(s) II	None	QTY:	0
46. Controls	None		
47. Valve Actuator for Water Features		NO	

SPA			
64. Spa Perimeter:		LNFT:	-
65. Spa Light:	None	QTY:	0
66. Damwall:		None	
67. Blower		NO	
68. Interior Finish		None	
69. Low Water Returns		NO	
70. Booster Pump for Spa Jets		NO	
71. Raised Spa		NO	
72. Raised Spa Facing		None	

WATER FEATURES			
48. Sheer Descent I:	None	QTY:	0
49. Sheer Descent II:	None	QTY:	0
50. Bowls:	None	QTY:	0
51. Deck Jets	None	QTY:	0
52. Laminar Jets	None	QTY:	0
53. Scuppers or Sconces	None	QTY:	0

ADDITIONAL SPECIFICATIONS	
73.	N/A
74.	N/A
75.	N/A
76.	N/A
77.	N/A
78.	N/A
79.	N/A
80.	N/A
81.	N/A
82.	N/A

ROCKWORK			
54. Rock Waterfall I	None	QTY:	0
55. Rock Waterfall II	None	QTY:	0
56. Beam Rock	None	LNFT:	0
57. Notched Rock	None	LNFT:	0

INTERIOR FINISH / START-UP / SERVICE			
58. Interior Finish		Standard Pebble	
59. Initial filling of pool and/or spa		BY BUILDER	
60. Brushing of the pool interior		BY BUYER	
61. Start-up		BY BUILDER	
62. 30 Days of Chemical Only Pool Service		YES	
63. Test Kit, Leaf Skimmer, Pole, Brush & Thermometer		INCLUDED	

Builder (Print):		Builder (Signature):		Date:	
Buyer (Print):		Buyer (Signature):		Date:	
Buyer (Print):		Buyer (Signature):		Date:	

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers and laborers who helped improve your property may record mechanics' liens and sue you in a court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Lien Notice". This notice is not a lien. The purpose of the notice is to let you know that the person that sent the notice has the right to record a lien on your property if they are not paid. The Preliminary Notice can be sent up to 30 days after the subcontractor starts work or the supplier provides material. Buyer can protect themselves from liens by getting a list from the Builder of all the subcontractors and material suppliers that work on their project. Find out from the Builder when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**This is a contract and constitutes the entire contract and the parties are not bound by any oral expression or representation by any agent of either part purporting to act for or on behalf of either party or by commitment or arrangement not specified in the contract.**

Customer Name: 0

### 1. TERMS AND CONDITIONS

**In the event Builder contracts to install walks and decking, said walks and decking are not warranted against cracking, chipping, raising, settling, or discolorations. Plaster is not warranted against discoloration, staining, chipping, or cracking since such plaster defects generally result from local water conditions, improper use of chemicals, or improper cleaning of the pool.**

All pool equipment and accessories installed as provided for herein, carry a warranty as provided by the manufacturer of the same. When Buyer has work performed by others, Builder does not warrant such work and Builder shall not be held liable for such work or for loss or damages which may result there from.

Buyer shall notify Builder of any alleged defects or breach of the above warranty within a reasonable time after discovery, in no event later than 10 days after discovery; such notice shall be sent to Builder at its place of business set forth on the other side of this contract.

The above warranties are effective only if Buyer has complied with all terms and conditions, payments and other provisions of the contract. The warranties become void if: the pool is not kept full except for a 10 day maintenance period each year; if the pool structure is damaged by reason of the water rising above the lowest point of the pool when the pool is not kept full, or by reason of any earth or fill ground movement, acts of God, war, riots or other civil disturbances, acts of others; or if there was a transfer or change of ownership of the real property on which the pool is located.

Defects or failures resulting from mistreatment or neglect by Buyer will be repaired or serviced at the Buyer's expense. If Buyer has work performed by others that is not provided for in this contract, such as, but not limited to, electrical panel changes, landscaping, erection of fences and retaining walls, Builder does not warrant such work, and Builder shall not be held liable for such work or for loss or damages which may result there from, or for delays to Builder caused by such work.

The sole and exclusive remedy of the Buyer and the obligation of Builder for the matters set forth herein whether on warranty, contract, negligence or strict liability, is the repair of the defect. Builder shall in no event be liable for special or consequential damages.

If excavation has not started 90 days from date of the contract for reasons beyond Builder's control, Builder shall have the right to cancel the contract upon notice to the Buyer.

### 2. CONTRACT & SPECIFICATIONS

This contract constitutes the entire contract 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 or by a commitment or arrangement not specified in the contract. No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any change order forms for changes or extra work shall be incorporated in, and become a part of the contract. For such additional work so added to the contract, it is agreed that the total price under this contract shall be increased by the price of such additional work, that installments may be increased proportionally, and that all terms and conditions of this contract shall apply to such additional work. Both parties agree that the contract completion shall be extended 5 working days for each additional working day necessitated by the change order.

If any provision (or portion thereof) of this contract shall be deemed invalid it is agreed that such invalidity shall only affect such provision (or portion thereof) and the remainder of this contract shall remain in force and effect.

### 3. RESPONSIBILITIES OF BUILDER - CONDITIONS & LIMITATIONS

Builder 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 such delay or failure is due to: acts of God, inclement weather, war, riot, or other civil disturbance, labor disputes, government prohibition, non-issuance of all required permits affecting the swimming pool and adjacent areas, failure of Buyer to perform any obligations to be performed by him hereunder, or other reasons beyond Builder's control. The date of completion provided for herein shall be extended five (5) calendar days for each calendar day caused by any or all of the events referred to in this paragraph, up to and including the sixth (6th) day of delay. Thereafter, the date of completion shall be extended one (1) calendar day for each calendar day of delay.

Builder is not responsible for damage to improvements and appurtenances located in or reasonably adjacent to the access routes or the pool sites, including but not limited to such items as curbs, sidewalks, driveways, patios, lawns, shrubs and sprinkler systems. Builder is not responsible for damages caused by ground compaction by excavation equipment. Builder is not responsible for flotation of pool.

All pool dimensions are approximate with reasonable tolerance either way. The parties agree that Builder shall have substantially completed performance in a good and workmanlike manner. In all, final surface dimensions are within 5% of the specified surface dimensions, and all final vertical dimensions are within 5% of the specified vertical dimensions. Buyer and Builder agree that it is difficult and impractical to compute the actual damages in the event of a deviation in pool dimensions; therefore, Buyer and Builder agree that liquidated damages for error by Builder shall be computed as follows:

\$3.00 per square foot multiplied by the difference between the water surface square foot area of the pool specified herein (less the 5% variance) and the actual water surface of the pool as constructed; \$20.00 an inch for variance of more than 5% of the vertical dimensions of the pool specified herein (less 5% variance). However, in the event the specified pool depth is not attainable with normal excavation equipment, due to underground water, sand, rock or other unusual subsurface conditions, beyond Builder's control, then Builder and Buyer shall agree upon attained depth with no penalty to Builder.

Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

### 4. RESPONSIBILITIES OF BUYER

If Buyer authorizes access to adjacent properties for Builder's use during construction, Buyer is required to obtain permission from the owner(s) of adjacent properties for such use, and Buyer agrees to be responsible and to hold seller harmless from any risks thereof.

Buyer is required at their expense to do all construction and other acts necessary, and to meet all conditions necessary to allow seller to complete the work as provided in this contract. Buyer to furnish all soil reports if necessary. Buyer has directed the location of the pool and other improvements and equipment as shown on the attached pool drawing and where such location (or other location approved or directed by Buyer) is used there shall be no liability on the part of Builder for incorrect location of such pool, other improvements and equipment, or for encroachment or interference thereby upon the property, easements or rights of any third parties. Buyer shall furnish any necessary variance and associated permits or fees. Drainage beyond the pool site is to be provided by Buyer and is to meet city and/or county requirements. No grading will be done by Builder unless specified on the reverse side of this contract. Buyer agrees to make payment called for by this contract on time, even though repairs under this contract may have been scheduled but not yet performed. All payments received later than 3 days from the time due extend the completion date hereunder an additional 3 days for each late day. If completion of the swimming pool is delayed by causes under Buyer's control for a period of more than 30 days, Buyer agrees to pay the increased labor and material, and equipment cost resulting from Buyer's delay. Approval of work by an inspecting governmental agency is deemed to be completion of that work in a workmanlike manner. The pool is deemed complete (for purposes of establishing a date of completion of construction) when plastered (shotcrete pool) or decking installed (fiberglass pool).

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Customer Name:

#### 5. MATERIAL CONDITIONS FOR PERFORMANCE

Unless otherwise specifically provided in the plans and specifications of this contract, Builder has entered into this contract based upon the following assumptions of facts:

- A. That Buyer will provide adequate access to Buyer's own property or through adjacent property for Builder's normal construction equipment to do the work, at no cost and with no liability to Builder.
- B. That soil at and around the agreed upon pool site is compacted to at least 90 percent and has a bearing capacity of at least 1,000 pounds per square foot.
- C. That soil at and around the agreed upon pool site is not of such an unstable nature, and that water conditions are not of such a nature, so as to preclude construction and operation of the pool in a normal manner and normal expense.
- D. That there will be no additional load condition that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra engineering.
- E. That there are no rock formations, hard pan conditions, boulders, cesspools, septic tanks, gas lines, water pipes, sewer pipes, drain pipes, irrigation pipes, underground electrical conduit or other underground obstructions, which would require blasting, jack-hammer work, larger than normal excavation equipment or which would otherwise require work and give rise to costs in excess of what would normally be required. Normal excavation time is six (6) hours within pool site. If any of the foregoing assumptions of fact are not true, Builder may, at its option, terminate this contract with no further liability to either Buyer or Builder, except that Buyer agrees to pay to Builder the actual cost of all labor, materials, equipment, and permits already furnished and required to restore the premises. It is understood, however, that the parties may, by mutual agreement in writing, amend this contract to deal with such an event.

#### 6. POOL SITE

The term pool site means the area comprising the water surface area and that portion of the ground surface extending to a distance of not more than four (4) feet (or to a distance required by local code for minimum decking) from the perimeter of the pool water surface.

#### 7. GRADING, DECKING, DRAINAGE, RETAINING WALLS & FENCING

Unless specified on the face of the contract herein, none of the following are the Builder's responsibility and shall specifically be Buyer's responsibility: grading and drainage beyond pool site, decking, retaining walls and fencing.

#### 8. PLUMBING & UTILITIES

Unless specified otherwise on the face of the contract, or on the plans, plumbing, gas, waste and water lines are not to be changed, and labor, materials and equipment necessary to relocate, reroute or replace sanitation and water supply systems and utilities, including overhead and underground, are not included under the terms of the contract and shall be the responsibility of the Buyer.

#### 9. ELECTRICAL SERVICE

Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electrical current to new outlets. Changes to existing wiring not included. ALL PANEL CHANGES ARE BUYER'S RESPONSIBILITY.

#### 10. DAMAGE TO WORK

In the event work already performed is damaged by any cause beyond Builder's control and Buyer elects to cancel the work or the work is ordered terminated by public authority, Builder shall be paid for such work, the amount agreed to in writing for such work, or if not so agreed, the cost price for such labor and materials plus 20% of such price cost. If the work is not cancelled or terminated, all work necessary to replace work already performed shall be considered additional work to be paid for by the Buyer in accordance with the preceding sentence.

#### 11. ASSIGNMENTS & SUB-CONTRACTS

Builder may assign or sub-contract all or any portion of the work to be done.

#### 12. ARBITRATION OF DISPUTES

If, at any time, any controversy shall arise between the parties with respect to any matter arising out of, or relating to this contract, the formation or validity thereof, performance thereunder of the breach thereof, which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered and in accordance with the Construction Arbitration Rules of the American Arbitration Association then obtaining unless waived. This agreement to arbitrate rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof. The locale of any arbitration hearing will be determined as would the venue of any action pursuant to the laws of the state. This agreement to arbitrate shall not apply to the non-judicial exercise of the power of sale granted by Buyer to the trustee for the benefit of Builder.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.**

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Customer Name:

Please read and initial each of the items below indicating that you have read and understand them. Doing so will minimize any ambiguity regarding the process and ensure proper expectations have been established. Please note that each item on this list has been included as it is a very common item for there to be miscommunication about.

**Initials GENERAL**

Access to the backyard must be provided for the entire length of construction. Work crews must be free to come and go and specific days or times for work to be done are tentative and subject to change without notice. Animals cannot be loose in the backyard during working hours (7:00am - 6:00pm, Monday - Saturday).

Progress payments are due in accordance with the following schedule:

Non-Refundable Deposit:	\$0.00
30% - Prior to Excavation	\$0.00
30% - Prior to Shotcrete	\$0.00
30% - Prior to Decking	\$0.00
10% - Prior to Interior Finish	\$0.00

During construction, your backyard shall be considered a job-site and anyone entering the backyard does so at their own risk and assumes all liability for doing so. The only exception to this is any Premier Pools & Spas representative which is covered under Premier Pools &

Requests for modifications to this contract or existing design must be confirmed in writing. Any and all modifications will delay the construction process. Modifications (design, material, etc.) requested after the completion of excavation will incur a \$250 plan revision cost in addition to the cost associated with the change.

Buyer is aware that they are responsible for watering their gunite shell 2-3 times a day for 7-10 days. (If tile is installed during this period, please keep the tile dry for 24 hours)

Buyer is aware that it is their responsibility to be home for their Pre-Interior inspection to allow the inspector to access their home. Typically, the inspector will not provide a specific time for the inspection and as such, the Buyer may need to be home all day. We realize this is an inconvenience, however, it is completely out of our control. Your local permitting jurisdiction may also require smoke alarms, as well as, carbon monoxide detectors.

Premier Pools & Spas pricing assumes payments made by personal check, cashier's check, or e-payment.

**ENGINEERING**

Buyer is aware they may incur additional expenses if special engineering is required. These expenses will include the cost of the engineer site visit, the engineering required, as well as, any additional construction specifications specified in the engineering. Examples include: Sloped yards, Negative Edge Pools, Perimeter Overflow Pools, Hillside Pools, Pools built on Fill Dirt

**EXCAVATION**

Premier Pools & Spas is not responsible for final grading of the yard. Elevation of the pool and surrounding decking is set on day of excavation to an elevation dictated by the design, existing concrete and existing grading in the yard. Grading beyond the pool area is often required and is the responsibility of the Buyer and is considered landscape grading.

Buyer understands that if their digs hits rock, water, or hard soil there will be an additional charge of TBD per day to complete the excavation. There will also be an additional charge for any sand and/or gravel, if required, which must be installed to accommodate these conditions. This will apply to any rock, water, hard soil presence which prevents Premier Pools & Spas from completing the excavation in the time it would have taken had these conditions not existed.

Buyer is responsible for any damage to existing underground utilities - this includes but is not limited to sprinkler lines, cable lines water lines, electrical lines and drainagelines for the yard. Buyer is also liable for any damage to existing property fences and retaining walls due to soil movement from excavation.

Buyer is responsible for any damage to any existing concrete, sidewalks, driveways and patios. In some cases, Premier Pools & Spas can repair these items for an additional fee.

**DECKING**

Concrete decking cannot be guaranteed for evenness of color and may not be the exact shade requested. These items are not covered under warranty. Installation of landscaping around the pool area is important to minimize soil erosion - please be sure to do this installation immediately upon completion of the pool.

As the ground moves and shifts, it will inevitably crack your concrete decking. We will make every effort to ensure the sub-base is properly prepared and compacted, however, this will only help minimize cracking and not eliminate the cracks altogether. Cracks are not considered a defect and thus not covered under warranty.

Rigid concrete placed on an expanding and contracting surface (earth) will indeed flex, resulting in the development of cracks. Although we make every effort to prepare the subbase to mitigate cracking, as well as cut expansion joints in the deck surface to try and encourage the cracking to happen in those joints, we ultimately cannot eliminate the possibility of cracks developing. For this reason, hairline cracks are not considered a defect and are not covered under warranty.

Natural stone is a product of nature; variations in color, pattern, texture and veining are unavoidable and add to their beauty.

It is common for portions of the decking to "puddle" with water after heavy rainfall.

Customer Name:

Please read and initial each of the items below indicating that you have read and understand them. Doing so will minimize any ambiguity regarding the process and ensure proper expectations have been established. Please note that each item on this list has been included as it is a very common item for there to be miscommunication about.

**Initials      INTERIOR FINISH**

Proper water chemistry levels (Chlorine, pH, Alkalinity, etc.) are imperative to ensure a long-lasting, durable and attractive interior finish. Failure to maintain these levels will void any warranty on your interior finish. Premier Pools & Spas recommends having your pool water professionally tested at least once a month to protect your finish and your warranty. Please keep a record of these professional tests as documentation of the testing.

**NON-PEBBLE FINISH**

Interior finish cannot be guaranteed for evenness of color and may not be the exact shade requested.

Shading and color variation is a natural occurrence in all non-pebble interior finishes.

The original color will fade over time due to sun and chemical exposure.

Non-Pebble interior finishes have a tendency to be streaked, blotchy and have a mottled appearance. These are not workmanship items and thus not covered under warranty.

Cracking (cracks in the surface) are unavoidable with non-pebble interior finishes and will be more pronounced with darker colors. Again, these are not workmanship items and thus are not covered under warranty.

**PEBBLE FINISH**

Pebble interior finishes are natural products and as such will have a certain amount of unevenness or variation in the exposure of the pebbles. This is part of the beauty of these finishes and is most common on the edges of the steps and benches, as well as, the coves (where the pool wall and pool floor meet).

During the first year, your pool will continuously lose pebbles. This is to be expected and is not cause for concern; nor will it diminish the durability of the interior finish.

The durability of a pebble finish comes from the surface material being primarily aggregate. Although these stones give the pool an extremely durable finish, they also give the surface a potentially "textured" or "rough" feel.