

**Swimming Pool Construction Contract**

Customer: \_\_\_\_\_ Salesperson: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone(s): \_\_\_\_\_ Alt Phone(s): \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

**Swimming Pool Specifications**

Pool Package: Premium Hayward \$ \_\_\_\_\_  
Pool Type: Concrete EcoFinish  
Shape/Model: Rectangle 18x32  
Color: -----  
Pool Depth: up to 6'  
Coping: Wet Edge  
Spa: -----  
Spa Color: -----  
Included Concrete: 3' around pool  
Liner Pattern (if applicable): -----  
EcoFinish Color (if applicable): Kona Coast

**Options:**

<input type="checkbox"/>	Pool Cleaner	\$ _____
<input type="checkbox"/>	Heat Pump	\$ _____
<input type="checkbox"/>	Heat/Chill Pump	\$ _____
<input type="checkbox"/>	Gas Heater	\$ _____
<input checked="" type="checkbox"/>	Safety Cover 18X32 rectangle	\$ _____
<input type="checkbox"/>	Automatic Cover	\$ _____
<input type="checkbox"/>	Deck Jets	\$ _____
<input checked="" type="checkbox"/>	Electrical Allowance Up to 3,500	\$ _____
<input checked="" type="checkbox"/>	Additional Lights 3	\$ _____
<input checked="" type="checkbox"/>	Waterfall 12' Wall with 3 sheer descents	\$ _____
<input type="checkbox"/>	Jump Rock	\$ _____
<input type="checkbox"/>	Retaining Wall(s)	\$ _____
<input checked="" type="checkbox"/>	Additional Concrete 271sqft	\$ _____
<input type="checkbox"/>	Flagstone Coping	\$ _____
<input type="checkbox"/>	Additional Gravel	\$ _____

**Equipment Package:**Standard Package ☐

1 HP Inground Pump, 425 sq  
ft Cartridge Filter, Nature's  
Pure Ionizer, and 1 LED Light.

Deluxe Hayward® Salt Water Package ☐

Hayward® 1.5 XE Pump, Hayward® 425 sq ft  
Cartridge Filter, Hayward® 40k Gallon Salt  
System, (1) Hayward® 320 Color LED Light,  
Hayward® Light Controller, and Robotic Cleaner

Premium Hayward® Automation Package ☒

Hayward® 1.5 XE Pump, Hayward® 425 sq ft  
Cartridge Filter, Hayward® 40k Gallon Salt  
System, (1) Hayward® 320 Color LED Light,  
Hayward® Omni Plus Automation and Robotic  
Cleaner

Subtotal: 151,037



## Swimming Pool Plumbing

Your pool plumbing system is designed with safety as the primary consideration. Of note is that all your suction devices are connected to secondary devices that allow for suction relief flow. The dual main drain system is fitted with Virginia Gramm Baker Act approved covers. Your entire plumbing system will be assembled, and pressure tested prior to the footing being poured.

A minimum of 1 return per 300 sq. ft. of water surface area is necessary. Per 600 sq. ft. of water surface area, a minimum of one skimmer is necessary. Please note, that all swimming pools with a depth greater than 4 ft. will have dual main drains. For flat bottom pools, Galaxy reserves the right to install floor drains, wall drains, and additional skimmers.

## Spa Plumbing

If a Pool/Spa Combination is purchased, all spa plumbing for suction and return is plumbed with schedule 40 PVC with a dedicated spa jet pump. Spa is plumbed for optimal operation, with air blower. All suction lines are plumbed to dual suction ports to remain Virginia Graeme Baker Compliant. All spas come standard with 10 total jets and 1 light.

## Galaxy Responsibilities (Completed/Understood by customer or others)

- SPZ Initials All municipality Permits are included in contract.
- SPZ Initials Homeowners Associations: (Will provide assistance with required plans, fees paid by customer if applicable.)
- SPZ Initials Layout: (Customer is required to be present day of excavation.)
- SPZ Initials Excavation: (Normal dig (8 hours) is covered in contract, additional charges will be incurred if rock or groundwater is encountered)
- SPZ Initials I have reviewed/understand and signed the scheduling policy.
- SPZ Initials After the proposal is executed by both parties, Galaxy Pool Construction reserves the right to charge a \$500 change-order fee per change except for additional pool decking or equipment upgrades. Additionally, any changes to this proposal must be approved by both parties by executing a change-order form. Payment must be made in full before work begins on all change-orders except for additional pool decking. If payment is not received work will not continue until full payment is received unless explicitly approved by Inground Pools Manager.

## Warranties

- SPZ Initials All swimming pools have a 3-year workmanship warranty
- SPZ Initials Manufacturer warranties vary by brand and type. Please see manufacturer's warranty policies for details.
- SPZ Initials You will complete a punch list with the Project Manager. After those items have been completed, the pool will be considered complete. Please submit any warranty claims through the BuilderTrend portal app.



**Customer Responsibilities**SLZ Initials

**Natural Gas/Liquid Propane:** Gas/LP plumbing is billed outside of the contract due to uncontrollable variables. Payment will be due at time of services.

SLZ Initials

**Electric Service:** A State of Oklahoma or Arkansas licensed electrician is required to complete electrical connections of all and equipment, which includes all linear footage of all in-ground service with all terminations, bonding, and mechanical installation. All electric work will meet local and national electric codes to include the installation of ground fault interrupters, if necessary. All lighting and mechanical are bonded and grounded for safety, and all testing and safety inspections are provided. If house is out of code or cannot support the pool service customer is billed outside of the contract.

SLZ Initials

Supply accurate survey of property (must have before submitting permit).

SLZ Initials

Reroute sprinkler, drain, irrigation, utility, plumbing or sewer lines.

SLZ Initials

Modification or upgrade to gas or electric service.

SLZ Initials

Gutters and drainpipes (including from deck drain) unless specified in this proposal.

SLZ Initials

Water and electric throughout project, including water to fill pool.

SLZ Initials

All change orders will need to be paid out of pocket.

SLZ Initials

Provide additional fill material, beyond 2 loads of gravel (if needed), to grade yard.

**Total Investment**

Total Proposed Contractual Obligation: \$ 151,037

Previous Down Payment: \$ \_\_\_\_\_ Payment Date: \_\_\_\_\_

Payment Type:    ACH        Lyon        Viking        Other \_\_\_\_\_

Additional Payment Type:    ACH        Lyon        Viking        Other \_\_\_\_\_



## Payment Schedule

The remainder of the contract is paid out on the below listed payment schedule.

Site Check	\$
Down Payment (non-refundable)	\$ 10,000
25% Excavation (3 days before)	\$ 37,759.25
25% Equipment (3 days before) <ul style="list-style-type: none"><li>• Steel Kit (Vinyl)</li><li>• Forms (Concrete)</li><li>• Shell (Fiberglass)</li></ul>	\$ 37,759.25
Balance less \$1000 Final Payment <ul style="list-style-type: none"><li>• Walls (Concrete)</li><li>• Footing (Vinyl)</li><li>• Equipment (Fiberglass)</li></ul>	\$ 64,518.50
\$1000 Final Payment	\$ 1,000

By initialing this box, I am stating that I have approved the payment policy with my salesperson.

Projected Timeframe to start project: 5-7 weeks after all approvals.

- Final site check by project manager will occur approximately 30 days from project start.
- If customer delays pool 30 days beyond project time frame, customer will be charged at current pricing due to rising material and labor costs.
- Approvals needed may include: Financing, Permitting, HOA, Project Approval Meeting





**INSTALLATION AND CONSTRUCTION.** Galaxy Pool Construction, LLC (the "Contractor") shall substantially complete construction of the pool within a reasonable time after Buyer completes excavation and soil compaction, weather permitting, and subject to any approvals required by planning, codes or other government agencies having jurisdiction over Buyer's property. The term "substantially complete" as used herein does not include decking, brick work, rock work, landscaping, or any other matter which is the responsibility of Buyer. Contractor shall not be liable for any delays in construction resulting from rain, snow, inclement weather or other acts of God, wars, strikes, acts of terrorism, or any other event or circumstance beyond Contractor's control. The Contractor shall not be liable for any delays caused by Buyer's failure to timely perform any of Buyer's responsibilities under this contract. Contractor reserves the exclusive right to terminate this contract in the event: (A) any condition exists that prevents the Contractor from adequately or safely installing the pool in the Contractor's sole judgment, (B) in the event the pool cannot be reasonably located on the Buyer's property in Contractor's sole judgment, or (C) Buyer fails or refuses to timely perform any of Buyer's obligations under this contract. In the event of such termination Buyer shall reimburse Contractor for all its out-of-pocket expenses incurred prior to such termination, and Contractor shall be entitled to deduct any such expenses from any deposit paid by Buyer, and Buyer shall remain liable for any deficiency. Contractor agrees to install the pool in a good and workmanlike manner pursuant to the scope of work described in this contract. **BUYER ACKNOWLEDGES AND AGREES THAT INSTALLATION OF THE POOL PURSUANT TO THIS CONTRACT DOES NOT INCLUDE LANDSCAPING, ELECTRICAL WORK OF ANY KIND, EXCAVATION, SOIL COMPACTION, CORRECTION OF UNUSUAL SOIL OR ENVIRONMENTAL CONDITIONS, OR THE INSTALLATION OR GROUNDING OF GAS LINES OR OTHER UTILITIES. BUYER SHALL BE SOLELY RESPONSIBLE FOR THE FOLLOWING, AT BUYER'S SOLE AND SEPARATE COST AND EXPENSE:**

(A) **Pool Site Selection and Governmental Compliance.** Buyer shall designate a site for installation of the pool within the boundaries of Buyer's property, and Buyer shall be solely responsible for the designated location. Buyer shall be solely and exclusively responsible for ensuring that Buyer's designated site is within the boundaries of Buyer's property, is free and clear of any and all setback lines, septic systems, sewer lines, water lines, other utilities (whether above or below ground), and easements; and that such designated site complies with all other local, county and state planning requirements and codes. Buyer shall be solely responsible for obtaining any surveys, engineering, environmental or other studies required to locate the pool or to determine compliance with all of the foregoing requirements. Buyer shall be solely and exclusively responsible for obtaining permits required to construct the pool and all consents or permissions required from any homeowner's association. Buyer shall provide Contractor with copies of all permits, surveys, engineering and environmental studies, and approvals, including, without limitation, homeowner's association approvals, not less than three (3) business days prior to Contractor's commencement of construction. In the event Buyer fails to timely supply any required permits, surveys, engineering and environmental studies, and approvals, then Contractor's obligation to commence construction of the pool shall be suspended until such time as Buyer provides all of the required items. Buyer's delay in providing such items shall be deemed to terminate this contract at the sole election of Contractor.

(B) **Utilities, Excavation and Site Preparation.** Buyer shall cause all utilities to be located and marked on the ground prior to the commencement of construction. Buyer shall be responsible for all excavation and site preparation in connection with the installation of the pool. This contract and the price for the pool are based on normal excavation conditions. **IN THE EVENT CONTRACTOR ENCOUNTERS ROCK, HARDPAN, ENVIRONMENTAL OR OTHER UNUSUAL SOIL CONDITIONS THAT REQUIRE THE REMOVAL OF HARD FORMATIONS, BLASTING, THE FILLING OF CAVITIES, REMEDIAL WORK OR ANY OTHER UNUSUAL SUBSURFACE CONDITION, BUYER SHALL BE SOLELY RESPONSIBLE FOR ALL COST AND EXPENSE OF SUCH ADDITIONAL WORK.** In the event that the cost of such additional excavation exceeds twenty percent (20%) of the contract price herein, then Buyer shall have the option to terminate this contract by written notice to Contractor: provided, however, Buyer shall reimburse Contractor for all out-of-pocket costs and expenses incurred by it in connection with this contract and any construction completed prior to delivery of such written notice of termination to Contractor. Buyer shall also be responsible for drainage beyond the pool site including, without limitation, any additional plumbing or sewer connections that may be required for such drainage.

(C) **Access to Pool Site; Equipment and Trucks.** Buyer shall provide adequate access to the job site sufficient to allow ingress, egress and working areas for Contractor's installation vehicles, trucks, backhoes and related equipment. Buyer shall make any special arrangements necessary to provide such access and working areas including, without limitation, temporary easements, the removal or protection of any trees, shrubbery, hedges, walls, fences, landscaping vegetation or other exterior improvements. If Buyer's designated or approved access to the job site requires Contractor to utilize, cross over or through driveways, sidewalks, patios, decks, lawns, fences, hedges, shrubbery, other landscaping, or similar exterior improvements to perform the work contemplated by this agreement, Buyer acknowledges that such improvements may be substantially and materially damaged or destroyed as a result of such access and work by Contractor; and Buyer consents to such access notwithstanding the risk of loss of or damage to such improvements; and Buyer agrees to assume all risk of any such loss of or damage to such improvements. Contractor shall not be liable for, and Buyer hereby expressly releases and forever discharges Contractor from all loss or damage of any nature to Buyer's driveways, side110lks, patios, decks, lawns, fences, hedges, shrubbery, trees, other landscaping, or similar exterior improvements. Buyer shall supply adequate electricity and water during installation including, without limitation, any special connections required to install the pool in Contractor's sole judgment. In addition, Buyer shall provide the water to fill the pool upon completion. Any excess, usable construction materials shall remain the property of Contractor.

(D) **Grading, Backfill, Soil Conditions & Disposal.** Contractor will be responsible for rough grading to a maximum distance of six-feet around the perimeter of the pool, where permitted by the contour of the land. Contractor will stockpile any excess soil, rock, or other material near the pool. Buyer shall be responsible for the removal and disposal of any excess soil, rock or other material in compliance with all applicable laws, statutes, regulations and ordinances. **BUYER SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY AGREES TO INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM ANY AND ALL ADDITIONAL COST OR EXPENSE RESULTING FROM ROCK REMOVAL, WATER, UNUSABLE BACKFILL, RETAINING WALLS, HYDROSTATIC RELIEF SYSTEMS, ENVIRONMENTAL CONDITIONS, OR OTHER UNUSUAL SOIL OR SUBSURFACE CONDITIONS.** Buyer shall arrange for any additional work outside the scope of this contract, by separate written agreement, at Buyer's sole cost and expense. Buyer acknowledges and agrees that additional fill materials, if required, must be "fill dirt" or crushed stone. Buyer agrees to obtain Contractor's prior written approval of such fill material before purchasing and/or delivering such materials to the job site.

(E) **Use of Pool.** Buyer covenants and warrants to Contractor that Buyer shall only use the pool for ordinary residential, non-commercial purposes. Buyer shall not subject the pool structure, filtration equipment, pump, filter pad or deck to any unusual load during or after construction, which has not been previously disclosed to and approved by Contractor, in writing, and for which proper engineering arrangements have not been made. Any such load, without Contractor's prior written consent, shall immediately and without further notice void and terminate any and all warranties in connection with the pool. Buyer agrees to refrain from using the pool for seventy-two (72) hours after filling of the pool. Buyer expressly agrees that Buyer's use of the pool, at any time, shall constitute Buyer's final and complete acceptance of the pool.

(F) **Final Punch List.** Buyer shall provide Contractor with a written punch list of all defects in the pool within five (5) business days of the date of Contractor's final invoice. If Buyer does not deliver the final punch list within such five (5) business day period, Buyer shall be deemed to have finally and completely accepted the pool.

(F) **Buyer's Indemnity.** Buyer hereby agrees to indemnify and hold Contractor harmless from any and all losses, damages, costs, claims, suits, judgments and expenses of any nature or kind, including without limitation, reasonable attorneys' fees, court costs, arbitration and litigation expenses incurred by Contractor in connection with Buyer's obligations under this contract, and further including, without limitation, any such losses, damages, suits, judgments and expenses incurred by Contractor resulting from Buyer breach of any term, covenant or condition of this contract.

#### **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS:**

(A) Buyer acknowledges and agrees that certain warranties are provided by the respective manufacturers of the components of the pool, and such warranties are subject to the terms, covenants, and condition contained in the warranty documents provided by the manufacturer. Buyer agrees to be bound by the terms, covenants, and conditions of the respective manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any manufacturer's warranty. Buyer releases and forever discharges Contractor from any and all loss, liability, and damages resulting from any defect or condition attributable to a breach of any manufacturer's warranty.

(B) Except as otherwise limited herein, Contractor warrants the workmanship of the pool for one (1) year from the date of substantial completion of the pool. **WARRANTY LIMITATIONS AND RESTRICTIONS: THE EXPRESS WARRANTY CONTAINED IN THIS CONTRACT IS GIVEN, BY CONTRACTOR, IN LIEU OF AND ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. CONTRACTOR HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**



**MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH THE BUYER HEREBY WAIVES.** The Contractor's warranties contained herein are not assignable, or otherwise transferable to any third party, and are personal to and provided solely for the benefit of the Buyer. Any attempt, by Buyer, to assign Contractor's warranties shall be void, and all such warranties shall immediately terminate. The Contractor's warranties contained in this contract shall not take effect until such time as the Buyer has paid, in full, the contract price and all other amounts due hereunder: provided, however, the one (1) year time limitation for the warranty shall commence upon substantial completion of the pool regardless of whether or not Buyer has paid the contract price in full. In the event Buyer has not paid the contract price or any other amounts due hereunder within thirty (30) days after substantial completion of the pool, then Contractor's warranties shall terminate, without further notice, and shall be of no further force or effect. The warranties set forth herein are contingent upon and require that the Buyer keep the pool filled with water at all times; that Buyer properly and regularly treat the pool with ordinary and customary swimming pool chemicals in proper amounts; and that Buyer otherwise maintains the pool in accordance with the pool care manual provided by Contractor. In the event Buyer fails to follow the instructions contained in the pool care manual, the warranties provided herein shall terminate without further notice and shall be of no further force or effect. In the event it becomes necessary to empty the pool or reduce the water in the pool, Buyer agrees to contact the Contractor, for instructions, before draining the pool or reducing the water in the pool, and to follow Contractor's instructions. In the event Buyer fails to contact Contractor or follow its instructions for reducing the water in the pool, or emptying the pool, all warranties contained herein shall terminate without further notice and shall be of no further force or effect. **BUYER ACKNOWLEDGES AND AGREES THAT ALL CONCRETE DECKING WILL FRACTURE, CRACK AND SETTLE OVER TIME. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH FACTURING, CRACKING AND SETTLEMENT IS NORMAL AND IS NOT COVERED BY ANY WARRANTY CONTAINED HEREIN:** provided, however, if, within one (1) year after substantial completion of the pool, any concrete decking installed by Contractor, cracks and settles more than one-half of one inch from its original grade, the Contractor will repair or patch (but not replace) such cracking and settling. Buyer agrees that Contractor is not liable for damage to the pool or the pool equipment resulting from Buyer's failure to "winterize" the pool, discolorations resulting from Buyer's improper use of chemicals, or any other misuse, abuse, or neglect on the part of the Buyer. Buyer further agrees to indemnify and hold Contractor harmless from any and all losses, claims, damages, suits, judgment, and expense, including without limitation reasonable attorneys' fees, court costs, arbitration and litigation expenses in connection with work performed by others who are not parties to this contract. **IN THE EVENT OF A BREACH OF CONTRACTOR'S LIMITED WARRANTY CONTAINED HEREIN, BUYER AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY (REGARDLESS OF THE NATURE OF THE BREACH, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, TORT, OR STRICT LIABILITY) SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECT, AT CONTRACTOR'S SOLE AND EXCLUSIVE ELECTION. BUYER HEREBY WAIVES ANY AND ALL OTHER REMEDIES, AT LAW OR EQUITY INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, REPLACEMENT OF WATER OR CHEMICALS, CLAIMS FOR BUYER'S ATTORNEYS' FEES, OR OTHER DAMAGES NOT EXPRESSLY COVERED BY THE LIMITED WARRANTY PROVIDED HEREIN. THE PARTIES AGREE THAT THE WARRANTIES CONTAINED HEREIN SHALL BE GOVERNED EXCLUSIVELY BY THE AMERICAN NATIONAL STANDARD FOR RESIDENTIAL INGROUND SWIMMING POOLS APPROVED APRIL 22, 2011 (ANSI/APSP/ICC-52011), AND THE WORKMANSHIP GUIDELINES AND PRACTICES FOR RESIDENTIAL INGROUND SWIMMING POOLS AND SPAS OF THE ASSOCIATION OF POOL & SPA PROFESSIONALS (APSP 2013) (HEREIN COLLECTIVELY THE "WORKMANSHIP STANDARDS"). BUYER ACKNOWLEDGES THAT BUYER HAD A FAIR AND REASONABLE OPPORTUNITY TO REVIEW THE WORKMANSHIP STANDARDS AND BUYER AGREES TO BE BOUND BY SUCH STANDARDS FOR THE PURPOSES OF CONTRACTOR'S WARRANTY CONTAINED IN THIS AGREEMENT.**

**ARBITRATION AND DISPUTE RESOLUTION.** If any dispute whatsoever arises between Contractor and Buyer regarding this contract or any construction services provided hereunder, then (1) the parties agree first to mediate such dispute in Tulsa, Oklahoma, and, if such mediation fails to resolve the dispute, then (2) the parties agree that such dispute shall be referred exclusively to binding arbitration in Tulsa, Oklahoma, pursuant to the substantive laws of the State of Oklahoma. Any such mediation and arbitration shall be conducted in accordance with the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (the "Arbitration Rules"). Any mediation shall be conducted by a single mediator to be selected in accordance with the Arbitration Rules. Any arbitration shall be conducted before a single arbitrator to be selected in accordance with the Arbitration Rules. Any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Contractor and Buyer agree that the mediation and arbitration procedures set forth in this contract shall be the sole and exclusive means for resolving disputes between Contractor and Buyer arising in any way out of this contract and any construction services provided hereunder, regardless of the nature or theory of the dispute, including, without limitation, all claims arising from contract, tort, statute, common law, regulations, or strict liability. Contractor and Buyer hereby waive any and all other rights to litigate in any other forum, including, without limitation, trial by a judge or jury; provided, however, at Contractor's election, the mediation and arbitration provisions of this contract shall not apply to any cause of action for any unpaid balance due from Buyer under this contract. Contractor may elect to sever claims for any unpaid balance due from Buyer under this contract from all other claims between the parties, and Contractor may pursue such claims for non-payment through court litigation in Tulsa County, Oklahoma. Contractor and Buyer agree that all mediation and/or arbitration proceedings, testimony, and discovery, together with all documents filed or otherwise submitted in the course of any mediation and/or arbitration proceedings (and including, without limitation, the fact that the parties are conducting a mediation and/or arbitration proceeding) shall be strictly confidential and shall not be disclosed to any third party except to the mediators and/or arbitrators and their staff, the parties' respective attorneys and their employees and any experts retained by the parties, or as required by law. Any party may enforce the confidentiality provisions of this contract by injunctive relief, without bond, through the state and federal courts in Tulsa County, Oklahoma. Notwithstanding the foregoing, a party may disclose such information, if required, in any judicial proceeding brought to enforce any arbitration award rendered hereunder. Contractor and Buyer further agree that with respect to the arbitration of any claim not otherwise waived herein and brought under any federal or state statute that mandates specific types of non-waivable remedies, the arbitrators may hear and award or deny any remedy mandated by such statute. To the limited extent that any court action is permitted under this contract, the parties agree that the exclusive venue for any such proceedings shall be in the state and federal courts for Tulsa County, Oklahoma. The parties waive any and all claims that such courts are an inconvenient forum. **IN ALL CASES OF COURT ACTION OR LITIGATION PERMITTED UNDER THIS AGREEMENT, BUYER EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

**ADDITIONAL TERMS, COVENANTS, AND CONDITIONS:** (A) This contract is binding on Contractor only upon execution by a respectively authorized officer of Contractor. (B) Each part of this contract is intended to be severable. If any term, covenant, condition, or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability shall not affect the remaining parts of this contract, and all such remaining portions hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included. (C) The rights of each of the parties under this contract are cumulative and may be exercised as often as any party considers appropriate. The rights of each of the parties hereunder cannot be waived or otherwise varied except by an express waiver or variation, in writing. Any failure to exercise, or any delay in exercising any of such rights, by a party, shall not constitute a waiver or variation of that or any other right of such party. (D) In the event Buyer breaches any term, covenant or condition of this contract, Buyer agrees to indemnify and hold Contractor harmless from any and all losses, damages, claims and expenses resulting from such breach including, without limitation, reasonable attorneys' fees, mediation and arbitration expenses, court costs and litigation expenses. In the event of a breach of this contract by Contractor (other than a warranty claim as otherwise provided for herein), Buyer's sole and exclusive remedy shall be to receive a refund of the purchase price paid. Buyer hereby waives any and all other damages, claims, or remedies, at law or in equity including without limitation any claim for specific performance, consequential damages, punitive damages, attorneys' fees, court costs and litigation, mediation and arbitration expenses. (E) Singular nouns and pronouns, when used herein, shall be deemed to include the plural and the plural shall include the singular as the context requires; and pronouns of one gender shall be deemed to include the equivalent pronoun of any other gender as the context requires. (F) This contract supersedes any and all prior discussions and agreements (written or oral) between the parties, and this contract contains the sole and entire understanding between the parties with respect to the matters contemplated herein and constitutes the final complete integrated expression of the intent and understanding of the parties. (G) This contract shall be deemed to have been made in the State of Oklahoma, Tulsa County without regard to principles of conflicts of law of such state. (H) This contract and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof shall be binding and shall inure to the benefit of the of parties and their respective heirs, successors and assigns. Contractor may freely assign this contract, and Contractor may freely sub-contract any work to be performed by it hereunder. Buyer shall not assign all or any part of this contract without the Contractor's prior written consent; and any attempt, by Buyer, to assign this contract in the absence of such prior written consent shall be void. (I) The term "Buyer" as used throughout this contract shall mean individually and collectively all persons who sign this contract as a buyer. If more than one party signs this contract as a buyer, then the duties, promises and obligations of persons shall be joint and several.





By signing this proposal document, you are authorizing Galaxy Pool Construction and its representatives, employees, and subcontractors to begin the work described in this contract and agreed to by both parties. The customer is required to sign this proposal and all other accompanying documents. There will be no changes or deviations from the proposed work in this contract unless explicitly agreed to by both parties and documented in the appropriate change order. If you have any questions, please feel free to contact Galaxy Pool Construction at any time. Welcome to the Galaxy Family, we look forward to building your pool!

IN WITNESS WHEREOF, the parties have executed this Agreement this June day of 22 2023

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Galaxy Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

### Notes:

-10' Tanning ledge at 16" deep with 6' walk in steps in middle and customer steps for entry for Shawn

-9 Walkway lights (5 on East Side and 4 on North side)

-4' of decking on East and North sides of pool with ramps on both sides leading back up to patio

-Winter Cover

-Additional concrete around equipment and 7x25 area after 3' decking to make a 10x25 patio

### Are you excited about your new pool?

Tell your friends! If they purchase an in-ground pool from Galaxy on your recommendation, get a \$500 in-store credit.

### THANK YOU!

As a special thank you for working with us, we'd like to give you this special gift! Create more fun moments at home with a pool table or finish off your outdoor design with a patio set.

**This coupon grants you \$750 towards your next purchase of \$5,000 or more store-wide.\***

\*Excludes red tag & promotional pricing, grills, and basketball goals.  
This coupon expires 60 days after your pool installation.

