



THIS CONTRACT, MADE AS OF THE DATE OF WRITTEN ACCEPTANCE BY PREMIER POOLS & SPAS, HEREIN TERMED "PPAS", "CONTRACTOR"
OR "BUILDER" AND THE PARTY NAMED BELOW, HEREIN TERMED "OWNER" OR "BUYER"

CUSTOMER NAME:	MICHAEL CORCORAN AND KASEY EDWARDS	E-MAIL:	0
JOB SITE ADDRESS:	3453 PALM LAKE DRIVE	CITY:	LITTLE ELM ZIP: 75068

GENERAL TERMS, CONDITIONS AND WARRANTY

- The subsequent plans, specifications and job cost estimate attached hereto form part of this contract. In case of conflict between the provisions stated in such plans and specifications and the terms within the contract, the terms of the contract shall prevail.
- Requests for any changes or additions to this contract desired by Buyer shall be made in writing at a price as mutually agreed to and signed by Buyer and shall become part of this contract. All sums for changes or additions shall be due at time change order is signed, concurrently with the other progress payments and Builder shall have the right to stop work and keep the job idle if payments are not made when due. Failure of the contractor to collect payment for the changes made does not preclude the recovery of payment, buyer still owes the amount in full.
- Should any part of this agreement be declared invalid for any reason, such decision shall not affect the validity of the remaining portions and shall remain in full force and effect as if the invalid portion had been eliminated.
- The start of excavation shall constitute the start of work.
- Buyer agrees to allow Premier Pools and Spas, to place a sign in Buyer's front yard until pool is completed.
- Buyer agrees that when the interior finish installation has been completed, performance of this contract shall have been completed.
- After execution of the contract, following the 3-day rescission period and prior to excavation, Buyer agrees to pay a stipulated sum for damages in the amount of \$1,000.00 in the event of cancellation by Buyer.
- It is the Buyer's responsibility to provide any water, power or other utility necessary to construct the swimming pool.
- Buyer agrees to assume all liability for damage to driveway, walks, curbs, shrubs, sewers, sprinkler systems, underground lines, lawn, or any rerouting of irrigation water. Buyer agrees that during construction of the swimming pool, Buyer will be liable for any damage to any part of the swimming pool by irrigation water, vandals or any other person or thing not within the control of Builder. Any pool equipment or appurtenances subject to the contract delivered to the job site is Buyer's property, and if removed or stolen are the Buyer's responsibility.
- Buyer understands that the terrace barrier may be broken during construction and is Buyer's responsibility for the cost of retreatment.
- All warranties commence at the date pool is filled with water. Warranty work will be performed only if contract is paid in full.
- All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement, opinions of performance, or in breach thereof, shall be decided by binding arbitration in accordance with the construction industry arbitration rules of American Arbitration Association unless the parties mutually agree in writing otherwise. Therefore, buyers posting any comment on the internet that PPAS deems as disparaging before concluding this arbitration process hereby agree to pay PPAS a \$3500.00 fee and remove the post within 48 hours of posting. Failure to remove any posting PPAS with 48 hours and to pay this fee will result in PPAS notifying all three major credit bureaus. As used in this paragraph pertaining to arbitration, the word "parties" shall refer to PPAS, buyer and all agents. If Buyer files suit instead of following the above process, Buyer agrees to pay all of seller's attorney and court fees monthly until the suit is final.
- All Dimensions are approximate with a 5% tolerance either way. The parties agree that builder shall be deemed complete and held harmless if all dimensions are within 5%. The parties agree that liquidated damages for errors by builder to be paid at \$3.00 per square foot less the 5% variance.

PERFORMANCE BOND

Buyer has the right to request a Standard Contractor's Payment and Performance Bond - securing the completion of the work and payment for services materials. The cost of the Bond shall be at the Buyer's expense.

PREMIER POOLS AND SPAS, LIMITED WARRANTY LIFETIME STRUCTURAL LIMITED WARRANTY

Builder warrants that the pool shell will remain "structurally sound" for as long as Buyer owns the pool. "Structurally sound" is defined as "retaining water". In the event of a failure in the structure, Builder will repair the structure to the point that it will again retain water. This warranty does not extend to, or cover any other component of the swimming pool (i.e. Decking, Coping, Tile, etc.). Builder does not warrant against damage to the pool shell caused by failure to maintain proper water levels, ground water rising above the lowest point of the pool, damage caused by surrounding landscaping or irrigation systems installed after the completion of the pool, earthquake, acts of God, or acts of others. Steel rebar rust migration is specifically excluded as part of this lifetime warranty.

TRANSFER OF STRUCTURAL WARRANTY

Upon transfer of property title from the original Buyer, the Limited Structural Warranty described above may be transferred to a new Buyer, upon written request within thirty (30) days of change of ownership. A required inspection will be made, and a transfer inspection fee of \$500 will be paid to the Builder at which time, a new warranty certificate, in the name of the new buyer, will be issued. This transfer is at the discretion of Premier Pools and Spas.

THIS LIMITED WARRANTY SHALL BE SUBJECT TO BUYERS COMPLYING WITH THE FOLLOWING CONDITIONS:

THE SWIMMING POOL SHALL BE KEPT FULL OF WATER AT ALL TIMES EXCEPT FOR PURPOSES OF REPAIR OR MAINTENANCE NOT TO EXCEED FIVE (5) DAYS. THE SWIMMING POOL SHALL BE USED IN A NORMAL AND REASONABLE MANNER AND SHALL BE OPERATED IN ACCORDANCE WITH ALL PROVIDED OWNER'S MANUALS.

LIMITATIONS

The warranties are limited as follows:

It is the Buyer's responsibility to maintain their swimming pool. Builder does not warrant against defects or failures caused by abuse, lack of reasonable care, pool water chemical imbalance, failure to provide necessary maintenance, improper operation, vandalism, or earth and deck movement.


BUYER'S INITIALS


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We wish to bring to your attention the most common unforeseen and unexpected items that may create additional cost to you if not otherwise noted on the front of this contract. Please review each item and discuss any concerns with your builder representative. Please sign below in acknowledgement and receipt of this document.

- Due to seasonal changes, availability of materials, weather, and city inspections, permitting lead times, Builder cannot guarantee a completion date. Based on conditions that exist at the time of the sale, Builder will estimate the time of completion commencing with completed excavation. This estimated time could change radically due to the above described conditions.
- Possible need for relocation at Buyer's expense has been explained with respect to sewer line, gas line, telephone line, sprinkler lines, water lines, septic tank, or other underground obstruction. Electric lines, whether overhead or underground, may need to be moved by City Code, at Buyer's expense. Location of underground services is Buyer's responsibility.
- Buyer shall provide Builder with adequate access and a site free of debris or obstacles prior to the start of work, and Buyer agrees to pay to Builder all additional costs incurred as a result of Buyer's failure to do so provide. Buyer shall be responsible to protect all trees, shrubs, ground cover, or other vegetation which he desires to save which occupy space to be used in the construction of the swimming pool or necessary in providing free and open access to Builder in construction of the swimming pool, unless otherwise noted on the Contract. Access must remain open until cleanup is completed. Animals must be secured at all times.
- In some areas there are certain abnormal soil and/or rock conditions. If such soil or rock is encountered during the excavation of the pool, there will be added costs for excavation, gunite, ditches for electric, plumbing, and gas lines as well as possible bringing in dirt to backfill those ditches. Buyer will be responsible per hour in added costs of \$400 per hour with a 3 hour minimum plus needed soil.
- If the pool is to be built in a fill area and the fill dirt exceeds 3.5 feet in depth, Buyer will provide at his/her expense, a moisture density test stating that the dry density is compacted to a minimum of 95%. Buyer will be responsible for preparing the job site to a minimum of 95% dry density.
- Proper yard grading and drainage away from pool and deck is the Buyer's responsibility. All water must drain away from pool deck. Premier Pools and Spas recommends that Buyer install rain gutters to control rain water run-off away from the pool and decking.
- Any grading of the yard as necessary shall be the Buyer's expense, unless noted under modifications of the contract.
- Damage caused by placement of planters in the deck or damage caused as a result of water draining toward the deck due to poor drainage, or inadequate landscaping, shall be the Buyer's responsibility.
- Tree or stump removal, or hauling, and/or concrete cutting or removal shall be at the Buyer's expense unless included under modifications of this contract.
- Buyer will advise Builder of the property lines, setbacks, and easements, as noted on the Designer's drawing, and Buyer shall be responsible for its accuracy. Even though Builder may assist Buyer in locating the property line, Buyer warrants that he/she is familiar with the location of his/her property lines, and the pool site herein agreed upon is within said property lines. The Buyer agrees to indemnify and save harmless from any suit, or claim of Buyer, or any Third Party for the location of said pool in the place designated by Buyer.
- When Builder is contracted for removal and/or replacement of a block fence, the mortar and materials used when erecting the block fence may not match the existing block fence colors because of changes in the mortar and materials by the manufacturer. Builder will assume no liability for damage as a result of removal or replacement of prefabricated panels if those panels are damaged.
- Additional charges for upgrade, relocation, and replacement of all existing electrical service fixtures and panel if required, to meet local codes to be paid by buyer unless included under modifications of contract. Insufficient electric service will require an electrical sub-panel at additional cost to buyer.
- The junction box shall be installed according to the plan. The power center, if included in the contract, shall be installed at the pool equipment unless otherwise noted in the contract. Any changes or modifications will be done at the Buyer's expense.
- The ground fault interrupter (GFI) will be provided for the pool light only.
- Buyer understands and agrees that due to certain manufacturing procedures, the tile used may not be consistent in color shade.
- Buyer hereby authorizes Dig Tess to enter their property for the purpose of locating and staking any and all utility lines.
- In the event owner authorizes access through adjacent properties for Builder use during construction, Buyer is required to obtain permission from owner(s) of the adjacent properties for such use. Buyer also agrees to be responsible and to hold Builder harmless and accept any risks or costs of any kind thereof.
- Should PPAS elect to do work on the pool project themselves or through a Third Party, the Buyer agrees to conform to all building codes and the Builder's contract specifications. Buyer to obtain permits and inspection as applicable. Buyer understands and agrees that it is their responsibility to investigate any Third Party and Builder is not responsible for the performance and any such work.
- Buyer acknowledges receipt of the contract copies.
- Expansive Soil may exist in your area and may cause damage to the pool tile, decking, or other items. Deck cracks are not part of your warranty, repairs to such damage shall be at the Buyer's expense.
- Without a soil analysis provided by the Buyer prior to excavation, Builder cannot assume liability regarding the existence of expansive soil. Should the soils analysis be provided to builder and indicate the presence of expansive soil, buyer will be responsible for the costs associated with the structural engineer and their recommendations. The official recommendation will be