

CALIFORNIA POOLS & SPAS

UNLESS OTHER WRITTEN AGREEMENT ALTERS THE CONTRACT, IT IS AGREED THAT:

1. Additional costs may be incurred due to special yard conditions, (i.e. retention, special engineering, drainage, hard soil conditions, etc...). Further costs may be incurred for steel surcharging as required by municipalities and/or soil conditions.
2. The Buyer has elected to repair any damage to sprinklers, landscape, utility lines, and concrete/paver walks and/or drives which may occur due to the construction of the swimming pool.
3. The Buyer has elected to prepare grading of landscape areas to insure proper drainage.
4. The Buyer agrees to pay any additional costs that may result from abnormal soil conditions which might be encountered at pool excavation. An abnormal excavation or hard soil condition is defined as a work site which cannot be excavated without modifying the equipment or requiring additional time for excavation and/or hauling of soils.
5. The Buyer agrees to supply all necessary electrical service and sub-panels to run the pool equipment and accessories supplied by California Pools.
6. The Buyer agrees to water the shotcrete as directed.
7. The Buyer agrees to provide all necessary fencing, safety barriers, and locking devices as required by local municipal or county barrier codes.
8. The Buyer agrees that excavation shall be deemed commencement of work. When the interior finish is being applied to the pool, this contract is complete. Final payment is due prior to interior finish application.
9. The Buyer agrees to provide water to fill pool, brush the pool, and maintain the pool and pool water chemical balances as stipulated in the warranty. Items requiring repair due to lack of maintenance are specifically not included under warranty.
10. No agreements other than those in writing have been made.

CALIFORNIA POOLS WARRANTY

LIFETIME LIMITED STRUCTURAL WARRANTY

California Pools warrants that the pool shell will remain structurally sound for as long as you own your pool. Structurally sound is defined as maintaining the structural integrity of the concrete pool shell so as to withstand all the loads or stresses without cracking and causing water loss. If the shell is found not to be sound, California Pools will, at no cost to the Buyer, perform repairs as necessary to restore its structural integrity and water holding ability. California Pools does not warrant against damage to the pool shell caused by failure to maintain water levels, acts of God, or pre-existing soil compaction by others. Steel rebar rust bleed through is specifically included 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 the new Buyer, upon written request within sixty days of transfer of property title. California Pools reserves the right to inspect the pool before final agreement to transfer the Structural Warranty. The transfer application fee is \$400.00. Unless the inspection reveals non-compliance with the Limitation section listed below, a new warranty certificate, in the name of the new Buyer, will be issued. Foreclosed and bank owned properties are excluded.

PEBBLE TEC® & PEBBLE SHEEN® INTERIOR WARRANTY

The pebble tec or pebble sheen interior, when installed underwater, is warranted to the original Buyer for life per the terms and conditions of the manufacturer's warranty. Pebble tec or pebble sheen installed above the waterline is warranted for two years from date of the original pool start-up.

3 YEAR UNDERGROUND WARRANTY

All underground installations provided by California Pools including plumbing, electrical, and gas are warranted to be free of defects in the material and workmanship for a period of three years from the date of the original pool start-up.

3 YEAR EQUIPMENT WARRANTY

All pool equipment installed by California Pools including heaters, pumps and filters are covered by a three-year umbrella warranty from the date of original pool start-up. This warranty is not limited by any manufacturer's warranties. The manufacturer's warranty for in-floor cleaning heads is lifetime for parts to the original Buyer.

3 YEAR WORKMANSHIP WARRANTY

California Pools warrants that all construction work done per this contract will remain free of defects in material and workmanship for three years from date of the original pool start-up. This includes decks (except Kool Deck®, which is warranted for two years), tile, plaster, masonry, etc... that is detailed on this agreement.

LIMITATIONS

It is the Buyer's responsibility to maintain the swimming pool, including maintenance of suitable pool water chemical balances. California Pools will not be held responsible for damage caused by improper chemical maintenance or homeowner neglect. California Pools does not warrant any work or materials provided by Buyer or Buyer's agents and shall not be liable for any loss or damage resulting there from.

Beware of Unlicensed Contractors!

Do not trust your pool construction to a contractor that is either not licensed by the Arizona Registrar of Contractors or which has unresolved complaints on file with the Registrar of Contractors. We highly encourage you to check the status of contractor licenses online at <http://www.rc.state.az.us/>

NOTICE OF CANCELTION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS OF THE CONTRACT DATE. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO CALIFORNIA POOLS AT 1660 S ALMA SCHOOL RD, SUITE 122, MESA, AZ 85210,

I HEREBY CANCEL THIS TRANSACTION:

SIGNATURE _____ DATE _____