

# CALIFORNIA POOLS & LANDSCAPE

## LANDSCAPE CUSTOMER INFORMATION

California Pools and Landscape uses 3D renderings and various scaled plans to show the approximate mature look of a landscape. The actual size of the plants and trees will be much smaller and are detailed in the contract and plan paperwork.

A CAD blueprint plan will be produced from the design and will be provided to the customer prior to the start of construction. Please look this over carefully. If items are not listed on the contract or the plan, they can only be added through change orders with an associated cost. No agreements beyond the contract and plan have been made.

Changes should be made as early as possible to limit costs and to avoid mistakes and misunderstandings. There will be additional charges for last minute changes that require additional deliveries, stand by time, redesign, or remobilization of crews.

California Pools & Landscape may assist the Buyer in getting Homeowners Association (HOA) approval. However, HOA approval is strictly the Buyer's responsibility. The Buyer(s) must also provide CPL with an approved plant list where applicable.

By asking CPL to do this work, the Buyer is granting permission to stage debris, materials, equipment, and/or trailers in the right of way (most often the street in front of Buyer's property) during the performance of the work. HOA or other requests to move the material, if possible, will result in additional costs to the Buyer.

Concrete, stone, and tile products have natural variations in shade and texture. This is to be expected, and CPL makes no representation about the match to existing or to perceived colors and textures. Warranty repairs may not match exactly, but every effort will be made to get the closest match possible. Colors in design work or samples at color selection represent in a general way, not an exact way, what a product will look like. If individual pieces of stone, pavers, or tile are replaced at the Buyer's request, the Buyer is aware that this is done as an accommodation and the new pieces will typically not match exactly.

CPL will do its best to complete this work promptly. Further, we will do our best to update and predict the schedule. However, construction work has many variables, and any schedule given is to be considered as our best intent. The best way to have the job move quickly is to make all progressive payments per the contract and to limit changes, particularly last-minute changes.

Although CPL will inspect the surface area of the property, it has not made (and will not make) any independent investigation of the soil conditions under the surface of the property. The Contract Price does NOT include payment for any work that may be done by CPL to remove or overcome any unanticipated underground or concealed obstacles. (i.e., calcite, clay, subterranean water, granite, mass concrete, unusually large boulders, or rock formations. Underground piping, underground utilities, debris, refuse, fill, groundwater, underground tanks, or other concealed or unknown conditions ("Abnormal Soil Conditions").

The Contract Price also does not include the cost of any work requiring blasting or jackhammering. If the Buyer(s) furnished any information about underground conditions or other job conditions to CPL, then the Buyer(s) represents and warrants that the conditions are as thus indicated and understands that CPL has relied on such information furnished by Buyer(s) in entering into this Agreement and in determining the Contract Price. If CPL encounters any Abnormal Soil Conditions, then it will immediately notify the Buyer(s). CPL will stop work until CPL and the Buyer(s) have reached an agreement about equitable compensation to be paid to CPL for dealing with such conditions.

The contract price does not include any repair to pre-existing decks, patios, or walkways. The buyer(s) understands that landscape work may result in minor debris falling into the pool and onto the surrounding deck. CPL will make a reasonable effort to protect the area prior to starting work; any additional provisions deemed necessary by Buyer(s) are solely the responsibility of the Buyer(s).

Unless explicitly stated otherwise, this Agreement assumes that Buyer(s)' lot is "fine graded." It is otherwise assumed that this grading has been correctly done and that if for any reason the grade of the lot needs to be restored, there will be an additional MINIMUM charge of \$75 /man-hour to grade the lot. Building codes prohibit CPL from changing the finished grade

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left by the land developer without the approval of a licensed engineer. Consequently, if the Buyer desires any landscape installation items that may affect drainage, the flow, or the accumulation of water, the Buyer must hire an engineer to establish any approved grades or elevations of landscape items to be installed by CPL. The cost will be incurred by the Buyer(s) and is not part of this Agreement. CPL recommends the use of rain gutters for proper management of rainwater runoff. Extra Work, Change Orders, and Deletions: If Buyer(s), or any public agency or inspector, directs any modification or addition to the work covered by this Agreement, or orders extra work ("Change Order"); the current price for the same shall be added to the Contract Price. Payments on Change Orders are due and payable promptly upon presentation of a written Change Order for the same. Requests for Change Orders should be made or confirmed in writing, but CPL is entitled to be paid for such Change Orders whether the requests for the same are made or confirmed in writing or not. The buyer(s) shall pay for expenses incurred on account of any unanticipated underground or concealed conditions or obstacles as Change Orders.

**HELPFUL TIPS TO A GREAT LOOKING YARD:** Water your lawn wisely and make seasonal adjustments. Please use the following resource for reference: [www.wateruseitwisely.com](http://www.wateruseitwisely.com)

Frost damage can be fatal to your plants depending on temperature, duration of cold temperature, age and strength of the plant, wind, and moisture. The deadliest condition is a cold frost following a warming trend. This usually occurs around January or February. Do not trim frost damage portions from trees or shrubs until after all danger from frost has passed, as the damage plant material protects the plant from more serious frost damage. To protect your plants from frost, there are many methods from which to choose. The simplest is to cover your plants with cloth or burlap. The use of non-porous materials, such as plastic, is not recommended. **Frost damage is not covered under the warranty.**

Weed control can be a never-ending task. You cannot eliminate the problem, but there are ways to contain it. Our strongest recommendation is to glance weekly throughout your yard to spot any unwanted weeds. Spray with mild pre-emergent, such as Round-Up, for two days in a row. Then, remove. If the problem increases, please consult your nursery professional for the appropriate brand and rate of application of pre-emergent.

CPL prides itself on its helpful warranty and Service staff. You can contact them anytime via e-mail at [warranty@calpool.com](mailto:warranty@calpool.com) or call (480) 756-7025. We are here to help whether it is a warranty item or just information that needs our attention. Thank you, we look forward to serving you and to having you enjoy your Landscaping for many years to come.

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## PREMIUM LANDSCAPE WARRANTY

### General Limitations

California Pools & Landscape (CPL) does not believe in fine print and feels it is important in our relationship to you, the Buyer, to be clear and understanding when it comes to our warranties and limitations.

1. To obtain Warranty Service, please provide your written request to [warrantyservice@calpool.com](mailto:warrantyservice@calpool.com) or contact us at (480) 756-7025.
2. There will be a \$100.00 fee for any warranty request that requires a detailed evaluation by CPL personnel.
3. All warranties stated are limited to defects in workmanship or materials only.
4. All warranties are to the original Buyer only.
5. CPL does not warranty any work or materials provided by the Buyer or the Buyer's Agents and shall not be liable for any loss or resulting damage.
6. All warranties begin at substantial completion, which is defined as "Walk-through" or Orientation. If Buyer elects to not participate or accept a "walk-through" or Orientation, this date will be assigned.
7. If changes in environmental conditions cause damage beyond our control, the terms of any warranty will not cover repairs. Examples are, but not limited to, temperatures, earthquakes or shifting, weather, climate change or natural disasters, and other Acts of God.
8. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area.
9. CPL will not warranty, repair or replace decks, masonry, or any other items associated with the pool due to sun or water discoloration or by water damage caused by saltwater pools, chemicals, free-standing planters, irrigation systems, sprinklers, or misting systems.
10. If the materials required to complete a warranty repair are unobtainable, CPL will make repairs using the best available match in color and texture; however, repairs will be discernible.
11. Buyer's responsibilities include but are not limited to:
  - a. HOA Approval. CPL can assist the Buyer in getting HOA approval; however, HOA approval is strictly the homeowner's responsibility.
  - b. Proper water chemistry as outlined by the National Plaster Council <https://www.nationalplastererscouncil.com/npc-start-up-card/>
  - c. keep all landscape irrigation two feet away from all deck and structures.
  - d. CPL recommends the Buyer install rain gutters to aid in maintaining proper yard drainage. Proper yard drainage is the responsibility of the Buyer. Yard drainage includes providing drainage from the edge of any deck and the ends of any installed deck drain or gutter downspouts. Failure to do so can negatively affect your warranty.
  - e. The Buyer can minimize the effect of movement at expansion joints with proper drainage and distance between the deck surface and grass or landscaping. CPL does not cover damage to a poured deck from work by others, or due to a change in environmental conditions beyond our control. CPL does not warranty existing concrete, cracks, or crack treatments. CPL does not warranty against damage caused by the improper care, patio furniture, or acts of God.

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## PREMIUM LANDSCAPE WARRANTY

Item	Defects in Materials	Defects in Workmanship	Limitations
Tile	3-Years	3-Years	These products often need to be cleaned due to the calcium buildup, or from sunscreen or body oils. These conditions impact tile, tile grout at the waterline, and underwater features. This cleaning is part of routine maintenance and is the Buyer's responsibility. Abrasive cleaning agents, such as a pumice stone, will cause permanent damage to tile and should not be used. If tiles dislodge during the warranty period, they will be replaced at no charge using the best available match in color and texture.
Tile Top Joint / Grout	3-Years	Limited	Top joint (the area directly below the deck) tile grout is a standard maintenance item. It will be repaired once during the three (3) year warranty period at no cost to the Buyer. All tile and decorative stone grout should be checked periodically and repaired as needed to avoid water migration beneath the tiles. Water migration can cause tiles to become dislodged and may cause damage to the shell of fountains. Most movement occurs throughout the first year, so CPL recommends any grout repairs are completed one year after installation.
All Fountain Equipment	3-Years	3-Years	Includes Controllers, valves, lights, heaters, pumps, filters, sanitation equipment. All Internet-based equipment and network connectivity is the responsibility of the Buyer.
Non-Fountain Equipment	Varies	Varies	The manufacturer warranties for equipment not related to pool filtration are per the terms and conditions of each product manufacturer. Outdoor kitchen appliances carry a one (1) year field warranty. CPL does not provide any warranty beyond the written manufacturer terms and conditions. CPL may assist in securing the warranty but is not responsible for labor, freight, or other incidental costs.
Underground Installation	3-Years	3-Years	Warranty applies to portions of plumbing, gas, and electric located underground. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area. This warranty does not cover repairs of damage due to work performed by others, lack of proper maintenance or damage caused by natural erosion, or from other drainage issues. Does not apply to Low Voltage wiring.

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Paver Decks	Lifetime	3-Years	Applies to Travertine, Porcelain, Brick Pavers, Coping, Marbella, Artistic, and precast concrete capstone and includes installation materials (except for polymeric and sanded joints). CPL will perform one (1) repair (commonly referred to "lift and level", on deck movement greater than 1/8" in the first 3-years. Hairline cracks, blemishes or pitting smaller than three-quarters of an inch (3/4") is a natural characteristic of these products and will not be repaired. Deck Lids associated with deck equipment are excluded unless purchased in conjunction with our Hide A Lid product. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area. Pavers replaced under this warranty will not be an exact match due to dye lot changes, sun fading, manufacturing changes, etc. Please see General Limitations #11
Poured Concrete Decks	3-Years	3-Years	Includes repairs to cracks larger than a dime. Every effort will be made to match the material color and texture; however, the repairs will be discernible. Delamination, flaking and peeling of Acrylic Lace and Tuscan toppings are included. Poured decks will show movement due to existing soil conditions so movement at expansion or control joints, as well as where the deck meets the pool or other surface is expected. Please see General Limitations
Artificial Turf	3-Years	3-Years	CPL recommends that the Buyer install screens on windows that overlook any installed artificial turf. CPL does not warranty damage or discoloration due to high heat reflections. High heat reflections will burn and discolor the turf if screens are not installed, this is not a warranty item. Putting green cups and flags are not covered against fading or discoloration. See contract for other Terms and Conditions
Hardscapes	Lifetime	3 Years	Includes masonry products used in the construction of barbecue islands, fire bars, fire pits, fireplaces, pool waterfalls/grottos, fountains, planters, pillars, walls, and structures. CPL warranties materials and workmanship for concrete and carpentry to the original Buyer for three (3) years from the project start-up. Every effort will be made to match color and texture; however, repairs may be discernible. Curbing is warranted for One-Year Materials and Labor
Inert Materials	90-Days	90-Days	All inert materials such as stone, landscape rock, and soils will carry a 90-day warranty against defects in materials and labor. Typical depth of field dressing is 2" thick unless otherwise specified on contract and approved plan. There is no warranty against consolidations of materials.
Stucco	1 year	1 year	Does not include Hairline cracks in Grout, Flagstone, & Stucco
Sprinkler Heads	1 year	1 year	Does not include Adjustments or maintenance or damage caused by wild or domestic animals.
Drip Systems	1 year	1 year	Does not include Emitter Maintenance or damage caused by wild or domestic animals.

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Valves	1 year	1 year	This warranty does not cover vandalism, calcium deposits associated with building materials, damage due to frost, wind, or damage caused by wild or domestic animals.
Timers	1 year	1 year	Does not include Adjustment or Maintenance
Pressure Vacuum Breaker	1 year	1 year	This warranty does not cover vandalism, calcium deposits associated with building materials, damage due to frost, wind, or damage caused by wild or domestic animals.
Feature Pumps	30-Days	30-Days	This includes sump pumps and separate water feature pumps
Plants / Trees / Sod	90 Days	90 Days	We will make one visit to replace any plant or tree within the first 90 days. A warranty replacement does not extend the warranty. CPL does not guarantee the replacement plant material will be the equivalent volume of the original tree or plant. This warranty does not include plants or trees which are removed from their initial location and transplanted. The warranty is invalid if the Buyer does not properly maintain the irrigation system, turns off the irrigation system, or adjusts their irrigation timer outside of CPL's general irrigation guidelines
Lights Fixtures / Transformers	6 Months	6 Months	Lighting fixtures and transformers may have manufacturer warranty coverage beyond the warranty period given by CPL. Some fixtures will oxidize and produce a natural patina on the surface. Cleaning can restore the finish to its original condition
Bulbs	90 Days	90 Days	