

CALIFORNIA POOLS & LANDSCAPE

NEW POOL CUSTOMER INFORMATION

The attached contract lists all items that are included and the total price for those items listed. Please avoid misunderstandings by thoroughly reviewing the paperwork. Once you approve the paperwork, subsequent changes to the agreement will only be made through written change orders.

CPL often displays the pool you have purchased through our 3D design software. Please be aware that while this is a very effective tool, it is limited. The colors of tile, deck, stone, and other products are not accurate. Selection of actual materials should be held at our design center. Plants and trees and even your house are just representations and should not be considered as entirely accurate depictions.

From the contract and 3D plan, CPL will produce a CAD scaled working blueprint that will become the document that all crews use to build your pool. You will be provided these plans through our MYCPL customer APP. Please look them over carefully and be sure that they meet with your understanding, desire, and the paperwork. These plans will include all dimensions, color choices, and specifications for your pool and they become part of our agreement once you approve it. Subsequent changes, including color choices, should only be made by written and signed change orders, not by email or other discussions.

Once the plan is approved, CPL will paint the pool on the ground for your approval. This will show you the exact location in the yard. Your approval of the layout sets the elevation and location so please look it over carefully prior to approving and asking us to move forward in construction.

Please keep in mind, that while CPL is happy to comply with any change requests, changes will cause delays and exponentially increases the possibility of errors and misunderstandings. This is complicated by last minute or on-site changes with crews so it is much better to review the plans and paperwork carefully.

Once construction starts, there are a few issues that can arise that may cost you more money. They are primarily underground and impossible to foresee. They include abnormal soil conditions which include rock, caliche, and material that cannot be excavated with normal equipment. There may also be an underground sewer or other utility. There may be underground structures that cannot be foreseen. In some cases, we may encounter soil that is loose and sandy or highly expansive. If any of these conditions exist, CPL will get bids for the additional work required and you will need to approve those costs prior to proceeding with construction. CPL will not make a profit due to unforeseen soil conditions; you will only be asked to pay the additional costs.

Damage to the driveway, sidewalks, access, and landscape used to access the backyard is not included as part of the contract unless specifically listed in the paperwork. This includes trenches that must be dug for electric, gas, or plumbing. Please check your plants and watering systems to minimize the loss of living materials. Please also check all GFI protected outlets as sometimes the work can trip one of these outlets and can ruin the contents of a freezer or refrigerator that uses them for power. In addition, CPL recommends the use of rain gutters for proper management of rainwater runoff.

Shotcrete (concrete pool interior) is an extremely exciting stage of construction. However, it does require that for the following 5 days that the homeowner wet the concrete down four to five times a day to slow the drying process and to properly cure the concrete. This will limit shrinkage cracks, but some are to be expected. CPL's lifetime warranty is in effect regardless of any shrinkage cracks.

Construction in the summer months starts early. We cannot avoid certain times or guarantee certain times for work to be done at your home. By requesting CPL to build your pool, you are granting access to your yard from 6am to 6pm Monday through Saturday. Please manage your pets as often the gates must remain open during the time of the work. CPL will do our best to inform you of the schedule for each different phase of construction. Often, crews get held up on a previous job or there is traffic, material, or personal issues that present at the last minute. CPL will do our best to update but please understand that we do not work in a controlled work environment and cannot guarantee exact times or scheduling.

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CPL offers the MYCPL Customer Portal app for easy access to project information, schedules, communication, and payments. The MYCPL Customer Portal is the most effective tool to communicate with your assigned CPL team. Using the MYCPL Customer Portal app will provide you with the full customer service experience that is the hallmark of CPL.

The final inspection is where the city makes sure that your pool passes all current and applicable safety codes. Many of these require that you add devices to your doors and windows. These typically are not included in your contract and will cost a little money. In all cases, they require some time to meet the inspector and get this approval.

Many jurisdictions also require you to call and arrange for gas hook up and this cannot be done prior to completion of the pool. We apologize for it is often frustrating to have a new spa and wait a week or two for gas utility company to hook up.

FILLING THE POOL. The buyer is cautioned that once the pool and / or spa has begun filling, the buyer is responsible for the continual filling of the body of water until the water has reached the proper level (middle of waterline tile or skimmer). It cannot be shut off for any reason. If it is, damage can occur to the surface and subsequent repairs will be the responsibility of the buyer.

Once the pool is full of water, CPL will schedule a full introduction with care instructions and startup of your pool equipment. We ask that you schedule an hour or two of time to fully understand the operation and proper safe use of your pool. For the first week or two there is increased work to do as you will be asked to brush the interior and monitor chemicals closer than at other times.

The monsoon season is a particularly challenging time for pools and often coincides with new pool completions. When the wind blows and the yard is not landscaped, it can be a particularly labor-intensive time of the year for pool care. Please make proper arrangements for the care of the pool in those time periods.

CPL understands that pool construction can be an exciting but difficult process for a family. Pet issues, dust, construction debris, noise, scheduling issues, and having people in your yard all contribute to what can be a frustrating experience. We will do our best to minimize your frustration but please expect it to get to you at times. We have built over 35,000 pools and have not had a customer yet that is immune from the process. Those that manage best join us in having fun and celebrating the change that is coming. We promise to listen and care and do our best to minimize the interruption in your life. We are grateful for the opportunity and promise that it will all be worth it if we work together to build your dream.

CPL recommends adding an additional step if entry is 3'6" or greater. Please consult with your designer for more information.

All tile, stone, concrete, pavers, and finish products have natural variations in color and shade. These color and shade variations are to be expected and are not warranty items or in need of correction of any type. Typically, any attempt to improve the look will make it worse and the homeowner specifically acknowledges this as the reason CPL will not accommodate requests to change material pieces due to color and shade issues.

CPL prides itself on its helpful warranty and Service staff. You can contact them anytime via e-mail at warrantyservice@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 pool for many years to come.

CALIFORNIA POOLS & LANDSCAPE

PREMIUM NEW POOL 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 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. This fee may be waived if the Buyer provides detailed pictures representing the warranty request in the first year.
3. All warranties stated are limited to defects in workmanship or materials only.
4. All warranties are to the original Buyer only.
5. All Pool warranties begin at substantial completion, which is defined as when the pool equipment is started up. This is referred to as the "Start-up Date." For Landscape warranties, substantial completion 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.
6. 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.
7. CPL will only be responsible for making repairs to areas of failure and will not cover any repairs or replacements beyond that area.
8. 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.
9. 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.
10. The structural warranty is specific to the pool and/or spa shell. The areas categorized as plumbing such as the main drain, skimmer, and plumbing returns are not included.
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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Item	Defects in Materials	Defects in Workmanship	Limitations
Structural	Lifetime	Lifetime	CPL warranties 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 to withstand all loads or stresses without causing water loss. If the shell is unable to hold water, CPL will perform repairs as necessary to restore it. Every effort will be made to match the original color and texture; however, repairs will be discernible. CPL does not warranty against damage to the pool shell caused by improper maintenance of the pool surface, improper water levels, pre-existing soil conditions, or water migration.
Rebar Bleed or Migration	Lifetime	Lifetime	Steel rebar rust bleed-through is expressly included as part of this lifetime warranty. Every effort will be made to match the original color and texture; however, repairs will be discernible. CPL does not warranty against damage to the pool shell caused by improper maintenance of the pool surface, improper water levels, pre-existing soil conditions, or water migration.
Plaster, Ultra Poz, Pebble Fina or other plaster-based interior surfaces	3-Years	3-Years	warranted to the original Buyer for three (3) years from the date of the initial pool startup. CPL performs repairs only when temperatures permit. These products inherently stain, mottle, and discolor. This condition can be limited by proper attention to water conditions, brushing the interior surface two times a day for the first two weeks after installation, and being vigilant with routine maintenance. This warranty does not cover staining, mottling, discoloration, or other chemical damage. If the Buyer does not install landscape areas near the pool and surface staining occurs, corrective measures are at the Buyer's expense.
Sea Glass Pebble® and other pebble interior material	Lifetime	5-Years	Proper water chemistry must be maintained. Warranty is limited to defects in product and installation only and applies to product that is under water. Any product out of water is limited to 3 years material and Labor. Degradation of product in any form associated with improper care and maintenance is not covered and could result in the inability to perform repairs.
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.

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Tile Top Joint / Grout	3-Years	Limited	Top joint (the area directly below the deck) tile grout is also a standard maintenance item. It will be repaired once during this 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 the pool in areas such as the spa spillway and water feature walls. Most pool settling occurs throughout the first year, so CPL recommends any grout repairs are completed one year after installation.
All Pool Equipment	3-Years	3-Years	Includes Controllers, valves, lights, heaters, pumps, filters, sanitation equipment. Submersible and water feature pumps are limited by the Manufacture to thirty (30) days from project Start-up. All Internet-based equipment and network connectivity is the responsibility of the Buyer.
Infloor Debris Removal Systems	Lifetime	3-Years	Covers cleaning heads and actuator valve modules for as long as you own your pool. All other equipment and parts are covered for 3-years.
Non-Pool 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. PL 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	Lifetime	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.
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 one 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 #11

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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, and walls. Every effort will be made to match color and texture; however, repairs may be discernible. Curbing is warranted for One-Year Materials and Labor.
Structures	10 Year Limited	3 Years	CPL warranties aluminum structures to the original Buyer from the project start up. CPL warranties materials and workmanship for concrete and carpentry (wood structures) to the original Buyer for three (3) years Every effort will be made to match color and texture; however, repairs may be discernible. CPL not responsible for any Acts of God that may damage structure.
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.
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 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	