

CALIFORNIA POOLS & LANDSCAPE

REMODEL 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, substantive changes to the agreement will only be made through written and signed 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 Construction plan, CPL will may produce a CAD scaled working blueprint that will become the document that all crews use to "RENEW" 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. This plan will include all dimensions, color choices, and specifications for your pool and it becomes part of our agreement. Subsequent changes, including color choices, should only be made by written change orders, not by email or other discussions. The MYCPL APP is the preferred method we will use to keep you up to date on the progress, next phases, payment needs, and other information that is important to you.

We bid our Remodel projects to our best ability given the information available. However, there are often additional items that will need to be corrected that can only be discovered during the construction process. They can include plumbing, electric, or other underground defects. They can include structural issues with the pool that can only be seen after chipping the interior. There can also be lighting or equipment issues that surface during construction. In these cases, we show you the issue, present you with a bid for the additional work and will only proceed once you agree to the scope of work and the cost.

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 may be dug for electric, gas, or plumbing. Please check your plants and watering systems to minimize the loss to live 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.

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 Makeover 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 of the different phases 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 schedules.

EQUIPMENT POWER / POOL LIGHT: DO NOT turn your pool equipment or pool light on once the pool has started to drain. This action could cause damage to the pump, pool plumbing, or light fixture at the customer's expense. Further, the client understands that, in some cases due to the age over the light fixture, gaskets may dry up and result in a water leak into the fixture upon filling. In that case, the cost to repair or replace the light is the buyer's responsibility.

AUTOMATIC INFLOOR CLEANING SYSTEMS: Care will be taken to avoid damage to floor and step heads during strip or preparation for re-surfacing. If the heads are brittle, they may break and require replacement at buyer's expense.

TILE DAMAGE OR REPLACEMENT: When replacing cap tile, the buyer understands that the cap tile vertical grout joints will not necessarily line up with the vertical grout joints of the water line tile. It is also understood that the tile used may not be consistent color shade due to manufacturing procedures and limitations. If buyer elects to save waterline tile or cap tile, care will be given to protect existing tile. If any tile is broken or damaged during the demolition process, the individual tile will be replaced with as close a match as possible.

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SHELL CONDITION: Upon removal of the existing pool surface, an inspection will be performed on the pool shell to check for structural cracks or deficiencies. CPL will evaluate the shell for excessive rebar bleed through or exposure, and poor or inadequate shotcrete or Guniting conditions which would not be detected by visual observation prior to the removal of the pool surface. It is understood that the correction of any of these conditions are critical and would be at an additional expense to the buyer.

SHELL MODIFICATIONS / SHOTCRETE ADDITIONS: If, as part of this contract, there are shell modifications and/or additions (i.e., step modifications, depth conversions, Baja bench additions) where shotcrete is required, the buyer understands there will be a "wash-out" area, typically in the front yard. This wash out area will be clean-up at time of interior / Exterior cleanup and not before. The wash-out area may be cleaned up separately for an additional charge. CPL is not responsible for any landscape damage in area of wash-out.

CAL DECK RESURFACING OR PAINTING: Cracking or movement which occurs in the existing deck causing cracking in the new deck surface or in the tile is not the responsibility of CPL. Low spots (water traps) in existing deck will not be corrected by a resurface. There is no warranty on crack treatments. During deck resurfacing, some of the product will be splashed on the outside perimeter of the deck. Care will be taken to minimize splashing and walls will be taped off. but surrounding landscape may be affected. It is advised to move granite, plants, or grass 6" from the deck edge.

LANDSCAPE OR IRRIGATION DAMAGE: Damage to trees, shrubs, lawn areas, Brick borders, irrigation lines and systems and underground lines will be the buyer's responsibility to repair unless otherwise agreed upon.

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 (unless customer opts out or pool was not drained). 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 more closely than at other times.

RECOMMENDED TESTING FREQUENCY AND CHEMICAL LEVELS: It is recommended the water chemistry be tested frequently during the first 28 days and 2 - 3 times a week thereafter. Calcium, CYA, Salt, and TDS may be tested monthly. Sequestering Agent as per Manufacturer's directions. Calcium Hardness: 200 - 400 PPM **Carbonated Alkalinity:** 80 - 120 PPM **Cyanuric Acid (CYA):** 30 - 50 PPM **Free & Total Chlorine:** 1 - 3 PPM **TDS (Non-salt Pools):** 300 - 1,800 **Salt Levels (Salt Chlorination ONLY):** 2,500- 3,500 PPM

CPL understands that construction is 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 20,000 projects and have not had a customer yet that is immune from the irritation this can cause. 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 you your dream.

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.

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PREMIUM RENOVATION LIMITED 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 where any new shotcrete was placed. 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. The Buyer is responsible for advising CPL on location to be used for the draining of the pool. Some municipalities have restrictions on where the pool can be drained. The Buyer is responsible for providing location of any sewer clean-outs and for monitoring the draining to prevent any flooding or damage.
 - b. HOA Approval. CPL can assist the Buyer in getting HOA approval; however, HOA approval is strictly the homeowner's responsibility.
 - c. Proper water chemistry as outlined by the National Plaster Council <https://www.nationalplastererscouncil.com/npc-start-up-card/>
 - d. keep all landscape irrigation two feet away from all deck and structures.
 - e. 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.
 - f. 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	3-Years	3-Years	CPL warranties new shotcrete installed for 3 years to the original Buyer. Existing pool shell is not warranted. Structural crack injection repair holds a 2-year warranty. Repairs will match the original color and texture as closely as possible but will be discernible. CPL does not warranty new shotcrete against damage to the pool shell caused by failure to maintain water level, acts of God, or pre-existing soil compaction by other and soil compaction variables. CPL. does not warrant existing pool shell rebar migration
Rebar Bleed or Migration	3-Years	3-Years	Steel rebar rust bleed-through is included as part of this 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	Warrantied 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.
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 the pool in areas such as the spa spillway and water feature walls. Most movement occurs throughout the first year, so CPL recommends any grout repairs are completed one year after installation.

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All Pool 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.
Infloor Debris Removal Systems	Lifetime	3-Years	CPL will only warranty any infloor cleaning system when the entire system including infloor fittings, heads and actuator valve is replaced. 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 if part of this contract.
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. 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.
Paver Decks	10-Years	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 #11
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

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Hardscapes	3-Years	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.
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	

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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

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 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 Landscaping for many years to come.