ABOVE GROUND POOL INSTALLATION AGREEMENT



918-794-7221 | customercareteam@galaxyhomerecreation.com

As a courtesy to our customers, Galaxy provides this guide to assist and explain the process that our network of independent installers follows and might be of benefit if you hire an installer or choose to install it yourself.

POOL SITE INFORMATION (INCLUDING OVERDIG)

| Are there any overhead power lines at the pool site? | Yes | No |
|---|-----|----|
| Are there any underground utilities at the pool site? | Yes | No |
| Are there trees or stumps within 10' of the pool site? | Yes | No |
| Do you have a septic/aerobic system within 10ft of the pool site? | Yes | No |
| Will installer have less than 6'1" access to the pool site? | Yes | No |
| Does the yard slope more than 4'? | Yes | No |

If you answered **YES** to any of the above questions, Galaxy cannot install your pool until you move it to a different location or rectify the issue. You will incur a \$300 re-installation charge if these issues are discovered on the day of installation.

INCLUDED WITH INSTALLATION

- 1. Our network of independent installers will deliver the pool to your home.
- 2. The basic installation charge covers installation of pool, skimmer, pump (without electric hook up), filter,
- 3. The basic installation includes leveling the ground up to 6". Additional dig and/or leveling will result in additional charges.
- 4. The installer also provides paver blocks for adequate foundation of your equipment and the pool uprights. A synthetic equipment pad is available for purchase.
- 5. Installation inside of 30 miles from the nearest showroom. Outside of 30 miles is \$3 per mile, one way.

| Customer | Acknowledgeme | nt of Included with Installati | on: |
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NOT INCLUDED WITH INSTALLATION

- 1. Any electrical work, Backfill to protect sand wash out, Rock or Clay Removal, Excess Dirt & Sand Removal, Permits, Survey Fee, Gas Line Plumbing, Landscaping, Water, Haul off trash, Assembly of ladder & Accessories, Remove/Reinstall of fence panels, posts, or provide temporary fence barriers.
- 2. Additional dig and/or leveling charges needed to establish a level base for the pool.

| Customer Acknowledgement of Not Included Items: | |
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CUSTOMER'S RESPONSIBILITY

Pre-Installation

- 1. Must call 811 (state utility checking services) and verify there are no phone, cable, gas, utility line present.
 - a. Clear any unmarked lines that may cause obstructions such as sprinklers, private lines, cable, septic, etc.
 - b. The location of the pool must be at least 2' away from the nearest marked utility line.
 - c. Galaxy is not responsible for any damage to any unmarked lines such as sprinklers, private lines, utilities, cable, septic, gas, electric, etc.
- Check with local, county, and state codes and obtain any permits required to issue complete compliance with all code ordinances.
- 3. The homeowner needs to be present at the start of the installation process. Locate and mark the pool site and filter location. Provide pictures indicating the confirmed location of the pool and filter. If not, pool and filter equipment will be at builders' discretion. Use flags or paint the yard.
- 4. Provide a picture of the gas meter location.
- 5. Provide 7 access path to pool site. Galaxy is not responsible for any damage to the yard, driveway, concrete or any other type of pathway. It is the customer's responsibility to remove/replace fence panels, posts, decking, or other obstructions. Any coordination with neighbor(s) to provide access will require a separate waiver to be signed.
- 6. Oval pools require 2ft over-dig on the ends and 3ft on the sides. Round pools require 2ft over-dig around the pools.
- Fine/washed masonry sand is required and must be placed within 20 feet from pool, or additional fee may apply. See Quick Reference Guide for tonnage needed.
- 8. Furnish water and fill pool half-way up skimmer opening before starting filter system. *Water trucks NOT allowed

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- 9. Assess yard for nutgrass/tunnel/burrow issues. Galaxy offers "Pool Perfect" for purchase to help deter nutgrass growth.
- 10. Ensure your yard is dry and does not have any moisture from previous rains.
- 11. Re-scheduling your installation for aforementioned items will incur a \$300 charge and will delay installation several weeks.

Customer Acknowledgement of Customer Responsibilities Items:

Post-Installation

- 1. The pool area will be a "construction zone" and may need significant yardwork (i.e. levelling/removing dirt or sand, buying sod, landscaping etc.) which is not provided by or paid for by Galaxy.
- 2. On the day the installation is completed, backfill your pool minimum 6" completely around as soon as the pool is **HALF** full of water (no bottom tracks or pavers should be showing). After the back backfill is completed, continue filling your pool to halfway up the skimmer. **Installers do not backfill the pool**.
- 3. Galaxy is not responsible for any issues that may arise from post-installation work (i.e. damaged pool components, skimmer, or plumbing). Please make sure the area is prepared safely for additional construction work
- 4. Wait 3 days after pool installation to place ladder or swim, this will allow the liner to settle.
- 5. Provide a dedicated 20amp 110v power source that is protected by a ground fault circuit interrupter, and bond pool as/if necessary, per your local codes' requirements by licensed electrician. Depending on any equipment upgrades, a 6-pack outlet may be needed. Some upgraded equipment may need to be hardwired. Please arrange electrical work after installation.
- 6. DO NOT use an extension cord on your equipment, it will void warranty. (Cord is 3ft long)
- 7. Mount controller for salt system if applicable.
- 8. Assembly & placement of ladder into pool (if purchased). Modifications will need to be made to the outside ladder based upon your dig level.
- Assembly of all other accessories. Please visit our website for more information under the Resources category.
- 10. Haul off trash which will include boxes, extra materials, or pallet
- 11. Retighten hose clamps, unions, and other fittings after the pool has been filled and operational, as normal maintenance practice.
- 12. Address groundwater issues (irrigation specialist) if present or occur during the life of the pool. Groundwater issues can cause floating liners, divots, wrinkles in liner over time with unknown cause. Galaxy is not responsible for groundwater issues.
- 13. Reinstall and/or repair fence panels, posts, decking, underground lines, sprinklers, septic, cable, driveways, concrete, paths, etc.
- 14. Teach pool safety to family and guests, specifically NO DIVING.
- 15. Bring a water sample to one of our showrooms for chemical and pool ownership orientation after the pool is filled and circulated for 24 hours.
- 16. Maintain the proper water chemistry and water level at all times.

| Customer A | Acknowledgement | of Customer Re | sponsibilities | : Items: | |
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Electrical

| SANITIZER | VACUUM | HEATER | LIGHTS |
|--|---|---|--------------------------------------|
| Nature's Pure: 110v/20 amp, cord length 12" | Robotic vacuums have a 70" power cord | 220v/60 amp HARDWIRE done by electrician | 110v/20 amp plug, cord length 72" |
| Salt System: 110v/20 amp, cord length 24" HARDWIRE done by electrician | | | |

Different electrical requirements are needed depending on what kind of pump, vacuum, light, sanitizer and water fall the customer selects.

- **ELECTRIC** needs to run to placement of the pump.
- QUAD OUTLET recommended to ensure all options connect.
- HARDWIRE heater and waterfall light need to be wired by an electrician.

ADDITIONAL CHARGES

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(If the following conditions are discovered on-site, they will incur extra charges, delays, and rescheduling.)

1. **Disassembling an existing above ground pool:** Cost \$750 if pool is not buried. There are additional charges for pools that are partially buried. Galaxy does NOT haul off the existing pool. Pool must be drained in advance. Additional charges may apply.

Additional grading and/or burial charges needed to establish a level base for the pool. These charges are based on the high side of the burial and/or leveling.

| Grading | Charge | Burial | Charge |
|------------|--------|--------|--------|
| 7" to 12" | \$250 | 6" | \$250 |
| 13" to 18" | \$500 | 12" | \$500 |
| 19" to 24" | \$750 | 18" | \$750 |

*Only Aluminum pools should be buried more than 6".

- 3. **Ground Issues**: In the case where excavation has begun and an obstruction is encountered which renders the site unsuitable including rocks, ground water, tree roots, boulders, clay, unmarked lines, etc. the following options may be available:
 - a. The pool site may be moved at a charge of \$750. There will be no additional charge to rough grade the original site.
 - b. The site may need screenings. Buyer must buy gravel and arrange delivery.
 - c. If complications are discovered during the dig (ex. rocks, boulders, tree stumps, clay, water, etc.) the removal, which may require extended dig time, additional equipment, or a 3rd party service, will incur additional charges that can vary dramatically in costs.
 - d. In the event no location in the yard is suitable for pool installation, Galaxy will refund the pool less 20% service fee and will rough grade the site.

| Customer Acknowledgement of Additional Charges Items: | of Additional Charges Items: |
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DISCLAIMERS

- 1. GALAXY IS NOT RESPONSIBLE FOR WATER OR CHEMICAL REPLACEMENT FOR ANY REASON.
- 2. Galaxy is not responsible for damage to well pumps used to fill the pool.
- 3. Pools cannot be built against existing decks. You will need to extend your deck to reach the pool. A portion of the deck, posts, and/or other impediments may need to be removed and replaced by the customer to allow access for heavy equipment.
- 4. Galaxy will not change the work order within 10 days of installation date.
- 5. Even though the installation may only take a few days, weather (i.e., spring storms, temperatures less 65 degrees) and scheduling delays as a result <u>may delay the pool by months.</u> The ground must also be dry on the surface and below. Other factors also include equipment allocation and / or personnel.
- 6. Customers cannot perform their own dirt excavation or dirt work prior to installation.
 - 7. If the pool is to be installed on concrete, then you must buy Pool Perfect. We will use sand to level the concrete to the best of our abilities. However, we cannot guarantee a more even leveled pool than the existing concrete.

| Customer Acknowledgement of Disclaimers Items: | |
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WARRANTY

- 1. Galaxy's Worry-Free Guarantee coverage lasts for the swim season in which the pool is installed. It is the customer's responsibility to report any manufacturer defects or installation issues.
- 2. The following are excluded from Galaxy's Worry-Free Guarantee:
 - (a) Sand wash outs, due to improper backfill.
 - (b) Any non-seam liner issue, damage, divots, dips, or wrinkles due to roots, nut grass, or other external material, tunneling animals such as moles, gophers, or crawdads.
 - (c) Misuse or damage to pool, pump, or liner caused by purchaser, including failure to maintain water levels or water chemistry.
 - (d) Lumps, waves, or wrinkles in the liner due to the nature of your ground.
 - (e) Plumbing leaks due to loose unions or hose clamps.
 - f) Water replacement for ANY reason.
 - Galaxy's acceptable level of tolerance is approx. up to 3".
- 4. Manufacturer's warranty for the liner covers seam defects only. Galaxy will pay the labor for seam defects during the first 30 days after installation. Liner manufacturer will require the section containing the defect be sent to them prior to any replacement. For non-seam liner issues, patch kits are available for purchase.
- 5. Leaks or water loss must be reported within the first 30 days of installation.

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- (a) After 30 days, any leaks that are reported will result in additional charges. For non-seam liner issues, patch kits are available for purchase.
- 6. The pump and the filter equipment warranties vary by brand and do not cover labor. If your pump/filter was installed by Galaxy and has a warranty issue during the Worry-Free Guarantee period Galaxy will cover the labor to exchange it. Most issues with pumps or filter leaks can be resolved by a call to our service department. Do not use an extension cord to hook up the equipment, it will void the warranty.
- 7. Warranties are for residential use only. Commercial use of the product will void the manufacturer's warranty.
- 8. In the case of a manufacturer defect. Galaxy will pay for the labor during the Worry-Free Guarantee period from installation if installed by Galaxy.
- 9. Galaxy will assess a service fee and mileage if applicable for any warranty work after the Worry-Free Guarantee period.
- 10. Galaxy charges mileage for any work done outside of a 30 mile radius from the closest showroom. This charge is per mile one way.

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Payment & Financing

- 1. All sales are final. Any cancellation is subject to a 20% service fee.
- 2. Scheduling will occur after order is paid in full or after funding from the bank has cleared. Funding must be received within 10 days of the sale.
- 3. Contingent deposits will reserve pricing for 10 days. A non-refundable deposit of 20% of the order total will reserve in-stock inventory and pricing for up to 6 months.
- 4. Special Orders will require non-refundable 50% deposit to order the product. The remaining balance must be paid 10 days prior to installation.
- 5. In the event of unforeseen production delays and other issues, it may be necessary for you to begin making payments to the bank prior to installation.
- 6. Installation must be taken during the same season as purchase or order will automatically assess a 20% service fee.

| Customer Acknowledgement of Payment & Financing Items: |
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| The undersigned buyer(s) has read this contract and agrees that this contract constitutes the entire agreement between seller and buyer(s) and that it supersedes any prior written or oral agreements. |
| The buyer(s) also acknowledge that they received and have read Galaxy's Pool Reference |

Date: _____

Customer Signature: _____

Salesperson Signature: _____

Guide.





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