



### 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 <i>less than 7'</i> 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. Excavating the site up to 24" from highest point of grade. Additional grading/burial is \$500/foot.
2. The dirt excavated will be piled within 25 feet of the pool site.
3. Erecting the pool according to manufacturer's specifications and within 2" of level.
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. Rough Back-fill to initial grade of yard.
6. Installing the pump and filter system, including plumbing within 10 feet of the skimmer.
7. Equipment location must be placed on the low side of the pool and installed within 10ft of the skimmer.
8. Concrete footing on oval and freeform pools.
9. Installation inside of 30 miles from the nearest showroom. Outside of 30 miles is \$3 per mile, one way.

Customer Acknowledgement of Included with Installation: \_\_\_\_\_

### OPTIONAL FEATURES

***Top Rails, Steps, Heat Pump, Heater, LED Lights, Covers, & Sanitization Systems. Please check with your sales representative for details.***

Customer Acknowledgement of Optional Features: \_\_\_\_\_

### NOT INCLUDED WITH INSTALLATION

**Electrical Material or Hookup, Wiring of Lights, Provide or Install Conduit for Lights, Rock or Clay Removal, Excess Dirt & Sand Removal, Permits, Survey Fee, Gas Line Plumbing, Landscaping, Water, Trash Haul Off, Assembly of Portable Ladder and Accessories, Remove/Reinstall of fence panels, posts, or provide temporary fence barriers**

Customer Acknowledgement of Not Included Items: \_\_\_\_\_

### CUSTOMER RESPONSIBILITIES

Pre-Installation

1. **Must call 811** (state utility location services) and verify there are no phone, cable, gas, utility lines present.
  - a. Clear or move any unmarked lines such as sprinklers private lines, utilities, cable, septic, gas, electric, 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.**
2. Check with local, county, and state codes and obtain any permits required to issue complete compliance with all code ordinances.
3. 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. The pool site needs three sides with at least 8' access away from existing structures and one side with 5' access from any existing structures. There will be an additional \$500 charge for each side that is less than 8' and more than 5'. You must have at least one side with 8' access for installation to proceed. If these specifications cannot be met, then the pool site must be relocated, or a smaller pool must be chosen.
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. Stealth pools require 2ft over-dig on the ends and 3ft on the sides. Round pools require 2ft over-dig around the pools.
7. Fine/washed masonry sand is required and must be placed within 20 feet from pool, or additional fee may apply. See Pool Guide for sand needed.
8. Furnish water and fill pool half-way up skimmer opening before starting filter system. **\*Water trucks NOT allowed\***

9. Assess yard for nutgrass/tunnel/burrow issues. Galaxy offers "Pool Perfect" for purchase to help deter nutgrass growth/tunnel/burrow issues.
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 will need significant yardwork (i.e., levelling dirt, buying sod, landscaping etc.) which is not provide by or paid for by Galaxy.
2. On the day the installation is completed, the pool must be filled to halfway up the skimmer.
3. Wait 3 days after pool installation to place ladder or swim, this will allow the liner to settle.
4. 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.
5. **DO NOT** use an extension cord on your equipment, it will void warranty. (Cord is 3ft long)
6. Assembly & placement of ladder into pool (if purchased). Modifications will need to be made to the outside ladder based upon your dig level.
7. Assembly of all other accessories. Please visit our website for more information under the Resources category.
8. Mount controllers for salt system and lights if applicable.
9. **Haul off trash** which will include boxes, extra materials, or pallets.
10. For underwater lighting, please trench a 1 ¼" conduit for the electrical cord to reach the power source or it will void warranty.
11. Stealth pools come standard as steel frame only. Deck coping and rail coping can be added to dress the pool. Customers often deck, hardscape, landscape or pour concrete as decking for the pool.
  - a. Those options are separate and **NOT** provided by Galaxy.
  - b. Galaxy is not responsible for any issues or damage that occurs during this process. This would include, but is not limited to, damaged steel panels, skimmer, equipment, waterfalls, or plumbing. Please make sure the area is prepared safely for additional construction work.
12. Retighten hose clamps, unions, and other fittings after the pool has been filled and operational, as normal maintenance practice.
13. Address groundwater issues (with an irrigation specialist) if present or occur during the life of the pool. Groundwater issues can cause floating liners, divots, and wrinkles in liner over time with unknown cause. Galaxy is not responsible for groundwater issues.
14. Reinstall and/or repair fence panels, posts, decking, underground lines, sprinklers, septic, cable, driveways, concrete, paths, etc.
15. Teach pool safety to family and guests, specifically **NO DIVING**.
16. 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.
17. Maintain the proper water chemistry and water level at all times.

Customer Acknowledgement of Customer Responsibilities Items: \_\_\_\_\_

Electrical

PUMPS	SANITIZER	VACUUM	HEATER	LIGHTS
Inground: 1 HP, 1 SP 115v <b>HARDWIRE</b> done by electrician	Nature's Pure: 110v/20 amp, cord length 12"	Robotic vacuums have a 70" power cord	220v/60 amp <b>HARDWIRE</b> done by electrician	110v/20 amp plug, cord length 72"
	Salt System: 110v/20 amp, cord length 24" <b>HARDWIRE</b> done by electrician			

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

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

**ADDITIONAL CHARGES**

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

1. **Lack of Accessibility:** Must have 8' wide path around at least 3 sides of the pool. Failure to do so will incur an extra charge. There will be an additional \$500 charge for each side that is less than 8' and more than 5'
2. **Backfill of poor ground:** Galaxy rough grades with existing excavated materials. In some cases, this is not possible due to the condition of the material. It may be necessary for the customer to purchase clean fill material for backfilling. This may result in a rescheduling fee, additional labor costs, and the customer to purchase and schedule the delivery of the back fill material.
3. **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.



**4. Additional burial charges needed to establish a level base for the pool. These charges are based on the high side of the burial.**

Burial Depth	Charge
24"	\$1250
36"	\$1500
42"	\$1750
48"	\$2000

- 5. Equipment location more than 10 ft from pool:** Upgraded equipment is available for distances up to 25 ft. From skimmer. The customer will need to pay for the upgraded equipment as well as the additional trenching labor.
- 6. 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 3<sup>rd</sup> 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: \_\_\_\_\_

**DISCLAIMERS**

- 1. GALAXY IS NOT RESPONSIBLE FOR WATER REPLACEMENT FOR ANY REASON.**
2. Galaxy is not responsible for damage to well pumps used to fill the pool.
3. Six-foot walk-in steps sit 3.5" above the height of the pool wall and installed with fall away from pool for proper water drainage.
4. Pools cannot be built against existing decks. 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. You will need to extend your deck to reach the pool.
5. Galaxy will not change the work order within 10 days of installation date.
6. Even though the installation may only take 3-5 days, concrete shortages, equipment rentals, weather, ground moisture (surface and below) and scheduling delays **may prolong the installation by months.** The ground must also be dry on the surface and below. Other factors also include equipment allocation and / or personnel.
7. Customers cannot perform their own dirt excavation or dirt work prior to installation.

Customer Acknowledgement of Disclaimers Items: \_\_\_\_\_

**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 items are excluded from warranty:
  - a. Sand washout due to improper backfill.
  - b. Liner damage, dips, or wrinkles due to roots, nut grass or other external material, tunneling animals such as moles, gophers, or crawdads, etc.
  - c. Misuses or damage to the pool, pump, or liner caused by the customer including failure to maintain water levels and/or water chemistry.
  - d. Lumps, waves, or wrinkles in the liner due to the nature of the ground.
  - e. Plumbing leaks due to loose unions or hose clamps.
  - f. Water replacement for **ANY** reason
3. Galaxy's acceptable level of tolerance is approx. up to 2".
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. The 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.
  - 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. 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.
8. Galaxy will assess a service fee and mileage if applicable for any warranty work after the Worry-Free Guarantee period.
9. Galaxy charges mileage for any work done outside of a 30 mile radius from the closest showroom. This charge is per mile one way.
10. Warranties are residential use only. Commercial use of the product will void the manufacturer's warranty.

Customer Acknowledgement of Warranty Items: \_\_\_\_\_

#### **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: \_\_\_\_\_

**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) acknowledge that they received and have read Galaxy's Pool Owners' Guide.**

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Sales Person Signature: \_\_\_\_\_





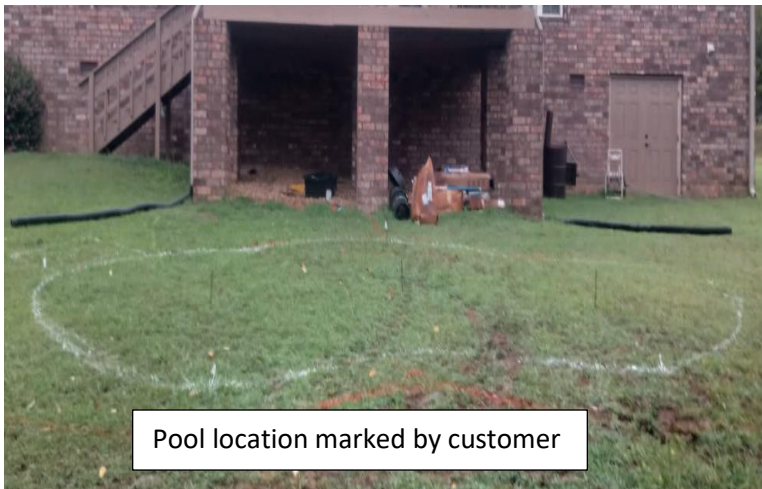
Leftover Trash left at site



Leftover dirt and left at site



Leftover sand and left at site



Pool location marked by customer



Completed pool and filter with rough backfill

Galaxy Home Recreation provides a list of 3<sup>rd</sup> party sub-contracts for the convenience of our customers. Galaxy is not responsible for any of the subcontractors you may choose for your hot tub or pool. This list is provided as a convenience and based upon feedback from Galaxy customers. All contractors are in high demand at this time, please allow extra time for them to get back to you.

<b>TULSA</b>	<b>OKC</b>	<b>NWA</b>
--------------	------------	------------

<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b>  Starting Point Masonry  Luis  918-939-8861</p> <p><b><u>Pool and Hot Tub Concrete</u></b>  AP Concrete  Andy Pulley  918-906-1346</p> <p><b><u>Pool and Hot Tub Electric</u></b>  Airco Service  Amy Grogan  918-252-5667</p> <p>Rapid Electric  Wes Rapp  918-770-5451</p> <p><b><u>Irrigation</u></b>  Roger Sloat  918-845-3684</p> <p><b><u>Tree Removal</u></b>  Miguel Ovando  918-402-9562</p> <p><b><u>Sod Repair</u></b>  Marcos Lawn Care  918-949-8923</p> <p><b><u>Sand</u></b>  Gem Dirt  918-298-0299</p> <p><b><u>Dolese Brothers</u></b>  918-446-1109</p> <p><b><u>HT, Semi, ABG Electric</u></b>  Source Electric  918-734-7641</p>	<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b>  Starting Point Masonry  Luis  918-939-8861</p> <p><b><u>Sand</u></b>  Butler Brothers Sand and Gravel  405-378-7403</p> <p>Dolese Brothers  405-232-1228</p>	<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b>  Starting Point Masonry  Luis  918-939-8861</p> <p><b><u>Pool and Hot Tub Electric</u></b>  Nash Electric  Andy Nash  479-966-5117</p> <p><b><u>Sand</u></b>  Arkansas Sand and Gravel  479-667-5500</p>
---	--	---