



1609 Georgia Ave. • North Augusta, SC 29841
(803) 279-1080

"Your Hometown Pool Store"

INGROUND POOL AGREEMENT

BUYER(s) Patricia Cooper DATE 6/14/21
ADDRESS 165 Lanier Rd PHONE 706-421-2171
CITY Spartanburg STATE SC ZIP 29432 COUNTY Edgefield

POOL DESCRIPTION
STYLE POOL Latham NAME Laguna COLOR Ocean Blue GR
TILE Martique Ocean Blue LENGTH 30' WIDTH 14' DEPTH 6'
CONCRETE DECKING 5' on sides
SURFACE STD. 3' on ends SQ. FT. PLUS ANY EXTRA @ \$ 6.25/8.25 PER SQ. FT.

- OTHER**
- PUMP
 - TELESCOPING POLE
 - AUTOMATIC ELECTRONIC CLEANER
 - FILTER
 - LEAF SKIMMER
 - LED LIGHT
 - EXCAVATION
 - SALT SYSTEM EQUIPMENT
 - HAND RAIL
 - PAD

GRAVEL FILL _____ PER LOAD
SAND FILL 235 PER LOAD
TOP SOIL _____ PER LOAD

EXTRA EXPENSES
DEBRIS HAUL OUT 265 PER LOAD
DOOR ALARMS 50 PER ALARM
CONCRETE PUMPING Cost + 400

MISCELLANEOUS
Extra Travel 2,000
Deck Jets 2,000

PAYMENT SCHEDULE

TOTAL POOLS SALE (INSTALLED)	<u>51,900</u>
ADDITIONAL ITEMS	<u>4,000</u>
TOTAL	<u>55,900</u>
SALES TAX	<u>0</u>
GRAND TOTAL	<u>55,900</u> ✓
DEPOSIT PAID	<u>5,000</u> check # <u>348+343</u>
DUE UPON PLACEMENT OF POOL SHELL OR LINER	<u>27,950</u>
DUE UPON PLACEMENT OF CONCRETE DECKING	<u>13,975</u>
AMOUNT FINANCED	_____
TERMS: MONTHS	_____
AMOUNT PER MONTH	_____

Price is subject to change

TERMS -- THE BUYER'S COVENANTS, WARRANTIES AND REPRESENTATIONS.

Purchaser has the right to cancel this contract within three (3) days from the date of purchase.

The Owner/Buyer shall secure proper permission for access of equipment if such access is across property other than Owner's. Any trees, bushes, sod, walls, fences, sprinklers, septic tanks, water or sewer lines, driveways and sidewalks, or other obstructions above and below ground, in the areas required for construction under this contract shall be removed, cared for and/or replaced by the Owner, except as stated herein.

Owner shall comply with local building codes regarding fences. Owner shall refrain from using pool until fence is in place and final inspection has been completed. Use of pool prior to completion (final inspection) constitutes owner's acceptance and all remaining payments are then due.

ADDITIONAL CHARGES: The Buyer represents that the ground in the pool area may be excavated by tractor type back hoe and agrees that should hard pan, caliche, rock or other material, sand, water, water table or surface water or water seepage be encountered in the excavation requiring the use of stone base, pump, compressor or blasting material, the extra cost will be paid by Buyer.

WATER: Buyer will fill the pool with water in stages as required for construction. When the water gets 6 inches in shallow end or bottom of steps, turn off water and vacuum and call Peachtree Pools and Spas.

NOTICE TO BUYER: It is understood that the terms are cash and the payments are due prior to delivery unless special arrangements have been made and herein set forth: If you cancel this agreement, the seller may keep all or part of any cash down payment. If seller incurs any expense in collection of payment or enforcing the terms of this agreement, whether suit be brought or not, the undersigned and purchaser agrees to pay all such cost and expenses including reasonable attorney fees, interest at the rate of 24% or highest allowable by law, court cost and any incidental expenses including recovery cost. A lien is acknowledged by acceptance of these terms and gives the Seller rights to recover product at will with or without court authority upon default of this agreement.

INSTALLER'S COVENANTS, WARRANTIES AND REPRESENTATIONS

LIMITED WARRANTY

(a) Installer warrants the swimming pool installation job against defects in installation for a period of one (1) year from the date of the original completion of the installation of the swimming pool. The installation warranty does not apply to holes or slices to the liner after the liner has proven to hold water at the time of the on-site orientation. Holes must be patched.

(b) This warranty extends to the original pool owner only.

(c) No claim may be filed under this warranty and no obligation to make adjustments hereunder will accrue while the Buyer is in default of payment or other responsibilities set forth herein.

(d) Peachtree Pools and Spas cannot be held responsible and is held harmless for acts of God and/or unforeseen circumstances and no warranty is made with respect to pin holes in the liner caused by termites or other insect infestations.

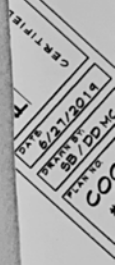
REMEDIES: The Buyer's sole and exclusive remedy against the Installer shall be the repair of any defect in installation as provided for above. No other remedy, including, but not limited to, incidental or consequential damages shall be available to Buyer.

NO REPRESENTATION: This Contract constitutes the final expression of the agreement between Buyer and the Installer and is a complete and exclusive statement of that agreement. All prior dealings, conversations, negotiations, agreements and understandings of every kind, nature, and description have been merged and are superseded by this Contract, and no representation, warranty or understanding of any kind exists or shall be binding on either party unless incorporated in writing in this Contract. the 'On-Site Customer Orientation', the 'On-Site Inspection' and the 'Excavation Contract'.

This contract shall have been substantially executed upon completion of the concrete decking.

I HAVE READ THIS INSTALLATION CONTRACT AND AGREE TO THE ABOVE TERMS AND CONDITIONS. FURTHER, I HAVE BEEN ADVISED AND AM FULLY AWARE THAT DIVING OR JUMPING INTO THE SWIMMING POOL IS DANGEROUS AND CAN RESULT IN SERIOUS INJURY AND I WILL WARN THOSE USING THE SWIMMING POOL OF THIS DANGER. DO NOT JUMP OR DIVE

IN WITNESS WHEREOF, and intending to be legally bound hereby the parties hereto have executed this Contract



24

24