

JACKSON:
Elite Pools, LLC
218 E. Railroad Ave
P.O. Box 342
Benton, MS 39040
601-790-9966

We Keep You Swimming!

Elite Pools

GRENADA:
Elite Pools, LLC
647 W. Monore Street
Grenada, MS 38901
662-752-7665

SWIMMING POOL REPAIR/REMODELING AGREEMENT

The parties to this agreement hereby are Elite Pools Inc., herein referred to as Contractor, and

Herein after referred to as Owner(s). Both parties hereby agree that Contractor will remodel and/or equip the existing pool installation on the terms and for the consideration set forth in this agreement.
Contact: Phone: Cell: Fax:

SWIMMING POOL LOCATION:

BILLING ADDRESS: _____

Same _____

SCOPE OF WORK: _____

Re-Plaster Community Pool _____

- Drain pool safely to appropriate drainage location
- Keep site clean and orderly
- Sound pool for hollows and remove all loose plaster
- Replace all existing fittings **(including main drain covers)** with new fittings
- Check all VGBA Requirements
- **Install new step trim tile and racing lane tile**
- Acid wash (neutralize acid before disposal) and Scratch Kote entire internal pool area (necessary to bond _____ new plaster to existing surface)
- Finish pool with **Exposed Aggregate**
- Refill pool, brush pool and balance all chemicals before turning over to owner (approximately 1 week)

Option: Replace Perimeter Waterline Tile _____

- Remove and replace 6"x6" waterline tile inc depth marker replacement

TOTAL CONTRACT PRICE: _____

This includes labor, tax and installation.

By signing below, the buyer understands that Elite Pools, Inc. is not responsible for leaks. Elite Pools, Inc. will perform a pressure test (At additional cost) to locate any existing leaks if the buyer desires. If leaks are found, additional cost will be incurred to repair the leaks (if applicable).

(SEE PAGE 2 FOR PAYMENT SCHEDULE AND OTHER INFORMATION)

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METHOD OF PAYMENT: _____

Scheduled payments are due prior to commencement of the next phase or validation of warranty.

NOTE: Contractor may withdraw this agreement if not accepted within 30 days.

OFFER AND AGREEMENT: This contract shall be deemed an offer to Elite Pools, Inc. and shall be null and void unless accepted by a duly authorized officer of the Contractor. The salesman has no authority to bind the Contractor. All agreements and understandings are contained in this contract and the Owner warrants that there are no agreements or understandings other than are set forth in this document. Acceptance of the terms of this contract by Contractor is to be communicated to the Owner by transmitting a copy of this contract to them showing acceptance by the seller by the execution of a duly authorized office of the Contractor or by commencing remodeling.

Elite Pools, Inc. (CONTRACTOR) OWNER(S)

Date: _____ Date: _____

Presented by (Salesman): _____ Owner: _____

Accepted by: _____ Owner: _____

BUYER'S RIGHT TO CANCEL: The Contractor shall not be obligated to commence renovation of this pool until three days after the signing of this contract by the Owner. Since this contract may be construed as a Home Solicitation Sale, Purchaser is hereby notified of this right to cancel under the Home solicitation Sales Act. **RIGHT TO CANCEL:** This is a Home Solicitation Sale, if you do not want the goods or services contracted for, you may cancel this agreement by mailing a notice to seller. This notice must indicate that you do not want the goods and services and must be postmarked by midnight the third day after you signed this agreement.

LIMITATIONS AND EXCLUSIONS: Elite Pools, Inc. is not liable for defects or damage caused by acts of God, accident, abuse, misuse, exposure to fire or hazards of nature, including floods, ground faults, shifting or settling soil, improper drainage, maintenance, winterization or any other occurrence that Elite Pools, Inc has no control over. Elite Pools, Inc. is NOT LIABLE FOR INCEDENTAL OR CONSEQUENTIAL DAMAGES caused by any defect including leakage. The warranty does not cover discoloration, shadowing, checking, or staining of the Marblite Plaster finish, since it is due to the physical and chemical nature of the plaster, local water conditions, and improper use of chemicals or improper cleaning and maintenance. Elite Pools, Inc. is not responsible for water, sewer, or any other requirements to fill pool. Elite Pools, Inc. will determine if and how items or equipment shall be repaired or replaced. Elite Pools, Inc. is not responsible for matching color or brands that are no longer available, but will make every reasonable effort to match as closely as possible. Elite Pools, Inc. reserves the right to substitute parts or items as deemed necessary.

*PLEASE NOTE: Up to ¼" drop in water level per day is considered normal water loss for climate conditions in the southeastern United States. To determine excessive water loss, mark the waterline in the skimmer with a pencil. With the pump off, measure any difference in approximately 24 hours.

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