

**JACKSON:**  
**Elite Pools, LLC**  
**218 E. Railroad Ave**  
**P.O. Box 342**  
**Bentonla, 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**

## **Agreement**

### **Elite Pools Vinyl Liner Installation/Replacement Agreement**

(Name) \_\_\_\_\_ HOME OWNER \_\_\_\_\_ [HEREINAFTER REFERRED TO AS OWNER(S)]  
HEREBY AGREES WITH ELITE POOLS (HEREINAFTER REFERRED TO AS CONTRACTOR), ONLY UNDER AND  
PURSUANT TO THE TERMS AND CONDITIONS HEREIN AFTER SET FORTH FOR THE REMOVAL AND REPLACEMENT  
OF AN IN-GROUND POOL LINER ON THE OWNERS PROPERTY LOCATED AT THE ADDRESS STATED ON INVOICE.

### **TERMS AND CONDITIONS OF THIS AGREEMENT**

#### **Project Start**

There are no guaranteed install dates. Estimated dates are a "best guess" based on optimal weather and jobsite conditions.

The Contractor will quote all applicable repair, and installation charges to the owner before commencement of work. After work has begun, if any conditions which arise that require additional charges will be discussed with the owner(s) and approved prior to the work being completed.

We may require a credit card on file to guarantee payment, but you are welcome to pay by cash or check. Contractor assumes no responsibility for damages to shrubs, trees, grass, walks, driveways and other things appurtenant to the land such as sprinklers, septic tank, etc. resulting from the equipment or bringing of equipment by the contractor needed at the site.

#### **Work**

If after removal of the existing liner, it is discovered that the structural integrity of the pool or ground is unsafe to continue, the owner will pay the balance of liner and will receive the liner from contractor, even if the contractor must cancel the work.

The owner(s) assume all responsibility for the existing condition of the pool walls and floor of a vinyl liner replacement. The contractor has no prior knowledge of the condition of the pool structure and upon draining the pool, assumes that the condition is such that removal of the old liner and installation of the new liner can be accomplished without reworking the existing pool structure. If after draining the pool and removing the old liner, the contractor cannot install the new liner because of the unsuitable condition of the walls or floor structure, it is the owner(s) responsibility to repair the structure before the contractor will complete installation of the liner. The contractor will complete the installation at a later date or be paid at the time for liner PLUS work completed to current stage at the fee of \$200.00.

The Contractor may accept the job of repairing the vermiculite base for the liner at the rate of \$125 per bag of premixed vermiculite needed to complete job.

The contractor affirms that the installation of pool liners is done in accordance with manufactures procedures and standard industry guidelines, and that the contractor does not manufacture the product(s) itself and/or any product(s) relating thereto. As a result thereof, owner(s) agree to indemnify and hold harmless contractor from any and all liability, including owners attorney's fees and court cost in any claim arising from any defects of any kind in said product(s) and from any liability arising out of any court cost in defending any claim arising out of any warranty including but not limited to the warranties of merchantability and fitness for any particular use or purpose.

The contractor shall not be held liable for incidental wrinkles in the liner or imperfections in the surface of the walls and floor beneath the liner.

In some instances, obtaining and/or replacing out of production parts may not be possible. If such condition exists, it is the owner(s) responsibility to provide the parts to the contractor to complete the installation. If the parts are not supplied at the time of installation, the contractor will attempt to use the old parts to complete job. No warranty on leaks in these areas.

Owner(s) agree to indemnify and hold harmless contractor from any and all liability for failure to complete installation as promised because of any act or situation beyond the contractor's control, any unknown or unforeseen ground conditions which may cause damage to the pool, and any liability including attorney's fees and costs in defending any claim arising from any aforesaid conditions or events.

All amendments must be made in writing and signed by both owner(s) and contractor OR a text from owner(s) approving the costs.

If owner does not allow contractor to proceed with work as described in this contract after the liner has been ordered, contractor's obligations under the contract shall terminate and owner shall compensate contractor for the liner and all services performed up to that point.

No waiver or any breach or condition of this agreement shall be determined to be a waiver of any other or subsequent breach or condition whether of like or different nature

### **Completion**

The contractor will place all pool packing materials, old liner and debris from the installation site at the road for your garbage to take. It is the responsibility of owner(s) to provide containers for said items.

The contractor warrants the installation for the period ending December 31 of the installed year.

Contractor shall not be liable if the liner and/or wall foam floats causing wrinkling, shifting, tearing of liner, liner lifting out of coping or floor washing out

### **Rights in the Event of Nonpayment**

In the case of default of payment, all warranties are null and void.

Contractor maintains the right to file a lien against the owner's property if contractor is otherwise unable to collect the monies owed to it.

The owner is responsible for any fees (including but not limited to attorney's fees), charges, interest (at 21% per annum or the maximum legal amount), and penalties incurred by contractor, or its agents and representatives, associated with the litigation over, and collection of, any past-due monies the owner owes the contractor.

### **Cancellation**

NOTICE OF CUSTOMER'S RIGHT OF RESCISSION: YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE OUR SCHEDULED MEASUREMENT APPOINTMENT. IF YOU CANCEL THIS APPOINTMENT/CONTRACT BEFORE THE SCHEDULED APPOINTMENT THERE ARE NO FEES.

IF YOU WISH TO CANCEL THIS CONTRACT AFTER MEASUREMENT, YOU MUST BOTH:  
CALL OR TEXT US AT (Jackson) 601-790-9966 or (Grenada) 662-752-7665 INFORMING US OF SUCH WITHIN 24 HOURS. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION

TO: Jackson:	or	Grenada:
Elite Pools, LLC		Elite Pools, LLC
218 E. Railroad Ave		647 W. Monore Street
P.O. Box 342		Grenada, MS 38901
Benton, MS 39040		662-752-7665
601-790-9966		

IF WE HAVE MEASURED YOUR POOL AND IT CAN BE CANCELLED WITH MANUFACTURER, THERE IS A \$200 FEE.

IF WE HAVE MEASURED YOUR POOL AND LINER IS ALREADY IN PRODUCTION, THERE ARE NO CANCELLATIONS ON LINER.

FULL AMOUNT OF LINER WOULD NEED TO BE PAID AND YOU RECEIVE LINER (OR) FORFEIT DEPOSIT AND NOT RECEIVE LINER

IF REFUNDABLE - REFUNDS WILL BE MAILED OR CAN BE PICKED WITHIN 15 DAYS OF THE CONTRACTOR'S RECEIPT OF THE CANCELLATION NOTICE.

IF THE PROCESS OF CANCELLATION IS NOT FOLLOWED AND A PAYMENT IS STOPPED RESULTING IN RETURNED CHECK OR REVERSAL FEES, THERE WILL BE A FEE OF \$50 THAT MUST BE PAID WITHIN 72 HOURS.

ANY FEES/NON-REFUNDABLE ITEMS THAT ARE NOT PAID OR CHARGED BACK WILL RESULT IN ACTIONS STATED IN "Rights in the Event of Nonpayment" section above.