

Installation Agreement/Installation Procedures

By signing this agreement, you acknowledge that you have read and agree to the terms below with Hydra Hot Tubs & Pools LLC (hereinafter referred to as "Hydra"):

Where the Pool Will be Placed:

- Grader needs to have a minimum of 8' access for the bobcat. Choose a spot where the grader can get back, and make sure the path to the site will not be impeded.
- Call 811 as soon as the decision is made to get a pool. This will give them ample time to have the lines marked.
- Choose a spot for the pool. Measure the grading area. Add extra distance to the size, and mark it off (ie. for a 24' pool, measure 28'. Find the center, measure out 14', walk a circle around the center). This is the grading area. Be sure there are no stumps, boulders, lines (electric, water, gas, sewer, septic, etc.). Stumps and some boulders (size depending) can be removed by the grader for an additional charge (to be determined by grader).
- Make sure the area chosen isn't a place where water will pool up when it rains. Also consider gutters, and redirect them if water will run to the pool site.
- Be sure to have the center marked for the grader prior to his arrival.
- Customer assumes all responsibility for any damage caused by equipment during grading and installation. It is not recommended to build on top of septic lines or tanks. It is the customers responsibility to communicate the locations of any sprinkler, electric, sewer, gas, cable or water lines and pipes. Customer shall be solely responsible for any damage done to the above ground pool site property during and after the installation. Further, customer acknowledges that Hydra shall not be liable for any loss or damage, to real property, personal property or injuries to person, that result from the kit delivery to installation site, placement/ installation of the above ground pool or from the selection of the above ground pool installation site. Hydra does not make any warranties or guarantees in regard to the suitability or safety of customer's above ground pool installation site and shall not be liable for any damages or injuries that result from the suitability or safety of their selected above ground pool installation site. HYDRA SHALL NOT BE LIABLE FOR ANY DAMAGES, INJURIES OR DEATH (PROPERTY, PERSONAL OR OTHERWISE) ARISING FROM THE USE OR PLACEMENT OF THIS ABOVE GROUND POOL.

Scheduling:

- Customer is responsible for obtaining all requisite permits and hereby consents to act as their own "general contractor." Customer acknowledges and agrees that Hydra shall act strictly as "sub-contractors" for the customer and will not be responsible for obtaining any required permits or verifying the existence of any restrictive covenants associated with the installation of any above ground pool.
- Customer will be responsible to have Mortar sand delivered prior to grading (we will tell you how much). This needs to be placed close to the pool site if possible, but not on the pool site. Wherever you choose to place it, it cannot block the grader's access to the pool site. It is recommended not to place on a tarp, or close to a fence, building, trees, etc. The grader will use as much as he can, but there will be residual sand. This will be the customers responsibility to clean up. In most cases, grass will grow through the sand, or rain will wash it away.
- We schedule in geographical areas, and rotate through the areas. Usually we rotate around all areas in 3 weeks. Depending on how far down the schedule you are, we will get you installed as soon as possible. Weather will play a role in scheduling. If you have to be rescheduled, sometimes it will move to later in the week, the following week, or in rare occasions, it could be moved a few weeks. We would like your pool installed as quickly as possible also, so please be patient.
- A timeframe will be given for the grader's arrival. If you are the first grade, it is possible it will be as early as 5:30AM. Please be prepared and available for the grader's arrival. If any fence panels need to be taken down, please have them down prior to arrival. If any vehicles need to be moved, please have them moved. Please have cash for the grader before he comes. Someone needs to be home when the grader arrives. If no one is home, the grader may leave, and you will be rescheduled. The grader or Hydra is not responsible for taking down or putting back any fencing. If the grader is forced to wait for an extended period of time for any reason, extra charges may be applied and/or could be rescheduled.
- Normal grading is included in the price and is marked on your contract. Normal grading is considered leveling of the pool site, regardless of slope. With a slope, dirt will be moved from the high side to the low side, until the site is level. Some situations may require some type of retaining system, which the customer will be responsible for after installation. Any extra grading is to be paid directly to the grader as well. Extra charges could be stumps, boulders, digging the pool down deeper than normal, moving dirt further than beside the pool site, or any other grading you may want done by the grader. If you would like the pool dug down further than "normal", please confirm your requested depth at time of scheduling to avoid any issues during grading. There is a waiver you must sign prior to having the pool dug down.
- On rare occasions, customers need to have dirt brought in (i.e. lots of rock in the ground amongst other reasons). The grader would tell you how much is needed while there. Customers will be responsible for ordering and paying for the dirt. The customer will pay the grader a trip charge of \$100 for the time spent.

Installation:

- Installation can be the same day as grading, or it may be within a few days after grading. Someone should plan to be home during installation. Installers will need to get their vehicle within a reasonable distance to the pool site if possible (usually within 50').
- **FOR POOLS PURCHASED THROUGH OTHER RETAILERS (NOT HYDRA):** Pool is expected to be at the pool site for installers. If the pool is to be picked up and delivered by Hydra, there will be an additional charge for delivery, and this needs to be arranged at time of scheduling.
- Installation includes building of the wall, frame, liner, filter system, skimmer and return. Water will be running in the pool when we are finished. We will need 300-500 gallons of water, that is to be supplied by the customer with a water hose (preferably a rubber hose, not a shrinking hose), to set the liner.
- Hydra is not responsible for well pumps.
- If water is not or cannot be supplied, and another trip has to be made by Hydra, there will be a trip charge to come back out.
- Hydra does not: install the ladder or steps, do any electrical, or landscaping/backfilling around the pool after installation.
- Payment of the installation will be due upon completion of the pool. Please be prepared to pay the day of installation. If you are not home, but have someone overseeing the installation, make sure they have a way to pay the balance. Completion is considered once the liner is installed.
- If you have extra items other than normal installation (ie. cove, wall foam, salt system etc.) and would like us to install them on your pool, there may be additional charges to do so.
- Hard Plumbing of the filter system is not included in normal pricing. If this is something you would like, it needs to be discussed at time of scheduling. (If this is a pool replacement, and the old pool is hard plumbed, we need to know at time of scheduling. There will be an additional charge for Hydra to install).
- Customer is responsible for disposing of all trash after installation.
- If this is a replacement pool, or you have an existing deck, we will get the pool as close to the old footprint or deck as possible, but we cannot guarantee a perfect fit. Customers should expect to do trim work. Hydra can not be expected to do any deck work. Also, if the old site has rocks, mulch, or any other backfill other than dirt, it needs to be raked back away from the pool site at least one foot. If you want to save them, they need to be pulled back 2'-3' so dirt doesn't get mixed in with them.

After Completion:

- Hydra has a 90 day warranty on installation. This warranty covers any problems related to workmanship. Not covered under warranty: complaints if the pool is within an inch of being level, if sand base is not perfectly smooth or level, the presence of wrinkles caused by liner being in a box, and issues due to your soil being soft or moist. If issues arise due to customer's delay in backfilling the pool in a timely manner, the warranty is void.
- Hydra is not responsible for any replacement or reimbursement of any water for any reason. Customers are advised to add 1 foot of water and let the liner sit for 24 hours, then check for leaks before filling the pool.
- Hydra is not responsible for acts of nature, i.e. washout from rain or wind damage to the pool. Also not responsible for nut grass or other growth under or through the liner.
- **FOR POOLS PURCHASED THROUGH OTHER RETAILERS (NOT HYDRA):** Warranty issues need to go through place of purchase of the pool.
- Electric for the pump is recommended to be a dedicated line ran to the filter (**after installation of the pool**). If you run the filter on an extension cord, you void the warranty on the pump. If you choose to do so, a heavy duty cord should be your cord of choice, but that doesn't change the warranty.
- Some counties require electrical bonding. Hydra offers the bonding kit at an additional cost, and can be installed at time of pool installation. 1/23

Printed Name _____

Signature _____ Date _____