

ABOVE GROUND POOL INSTALLATION AGREEMENT

Tulsa, OK | Oklahoma City, OK | Rogers, AR 918-794-7221 | customercareteam@galaxyhomerecreation.com

As a courtesy to our customers, Galaxy provides this guide to assist and explain the process that our network of independent installers follows and might be of benefit if you hire an installer or choose to install it yourself.

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 less than 6'1" access to the pool site?	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. Our network of independent installers will deliver the pool to your home.
- 2. The basic installation charge covers installation of pool, skimmer, pump (without electric hook up), filter, and 6" of leveling the ground.
- 3. The installer also provides 4 paver blocks for adequate foundation of your equipment. (You may provide, at your cost, cement, or other types of pads if you prefer.)
- 4. Installation within 30 miles of the nearest showroom. Galaxy charges \$3 per mile one-way for any installation outside the 30-mile radius.

NOT INCLUDED WITH INSTALLATION

Any electrical work, Backfill to protect sand wash out, Rock, Excess Dirt & Sand Removal, Permits, Survey Fee, Gas Line Plumbing, Landscaping, Water, Haul off trash, Assembly of ladder & Accessories

CUSTOMER'S RESPONSIBILITY

Pre-Installation

- Must call OkieBug / Arkansas 811 / Kansas 811 and verify there are no phone, cable, gas, utility line obstructions
- 2. Clear any unmarked lines that may cause obstructions such as sprinklers, septic, etc.
- Check with local, county, and state codes and obtain any permits required to issue complete compliance with all code ordinances
- 4. Locate and mark the pool site and filter location. If not, pool filter equipment will be at builders' discretion. Use flags or paint the yard.
- 5. Provide 6'1" access path to pool site (i.e., remove fence). Galaxy is not responsible for any damage to yard, driveway, or any path
- 6. Oval pools require 2ft over-dig on the ends and 3ft on the sides. Round pools require 2ft over-dig around the pools.
- 7. Masonry sand is required and must be placed within 20 feet from pool, or additional fee may apply. See Quick Reference Guide for tonnage 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 / gopher issues. Galaxy offers "Pool Perfect" for purchase to help deter nutgrass growth.
- 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.
- 12. Bring a water sample to one of our showrooms for chemical and pool ownership orientation.

Post-Installation

- 1. The pool area will be a "construction zone" and will need significant yardwork (i.e., levelling dirt, buying sod, landscaping
- 2. Backfill your pool minimum 6" completely around as soon as the pool is full of water (no bottom tracks or pavers should be showing). Installers do not backfill the pool.
- 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)

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- 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. Haul off trash which will include boxes, extra materials, or pallet
- 9. Retighten hose clamps and other fittings after the pool has been filled and operational, as normal maintenance practice.
- 10. Address groundwater issues (irrigation specialist) if present or occur during the life of the pool. Groundwater issues can cause floating liners, wrinkles in liner over time with unknown cause. Galaxy is not responsible for groundwater issues.
- 11. Teach pool safety to family and guests, specifically **NO DIVING**.

ADDITIONAL CHARGES

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

- 1. **Disassembling an existing above ground pool:** Cost \$750 if pool is not buried. Galaxy does NOT haul off the existing pool. Pool must be drained in advance. Additional charges may apply.
- 2. **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 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, water, etc.) the removal, which may require additional equipment or a 3rd 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.

DISCLAIMERS

- GALAXY IS NOT RESPONSIBLE FOR WATER REPLACEMENT FOR ANY REASON.
- 2. Pools cannot be built against existing decks. You will need to extend your deck to reach the pool.
- 3. Galaxy will not change the work order within 10 days of installation date.
- 4. Even though the installation may only take a few days, weather (i.e., spring storms) and scheduling delays as a result <u>may</u> <u>delay the pool by months.</u> The ground must also be dry on the surface and below. Other factors also include equipment allocation and / or personnel.
- 5. Customers cannot perform their own dirt excavation or dirt work prior to installation

WARRANTY

- 1. Galaxy's Worry-Free Guarantee coverage lasts for the swim season in which the pool is installed. It is the customers responsibility to report any manufacturer defects or install issues before their pool is closed for winter.
- 2. Galaxy's acceptable level of tolerance is approx. up to 3".
- . The following are excluded from Galaxy's Worry-Free Guarantee:
 (a) Sand wash outs, due to improper backfill. (b) Liner damage due to animals, roots, Nut Grass, or other external material (c) Misuse or damage to pool, pump, or liner caused by purchaser, including failure to maintain water levels (d) Sand and cushion bottoms may have some imperfections such as lumps, waves, or wrinkles in the liner due to the nature of your ground. (e) Damage from animals such as moles, gophers, or crawdads that may tunnel under the liner which results in small dips in the liner's bottom surface and cannot be repaired (f) Water replacement for ANY reason.
- 4. The Manufacturer's warranty for the liner includes seam defects only and does not cover labor. If your liner was installed by Galaxy and has a warranty issue during the Worry-Free Guarantee period Galaxy will cover the labor to exchange it.
- 5. For non-seam liner issues, patch kits are available for purchase.
- 6. Galaxy will assess a trip fee for any warranty work after the Worry-Free Guarantee period. An extra mileage fee will also apply for work done outside of 30 miles from nearest showroom. See website for current rates.
- 7. 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.
- 8. Warranties are typically for residential use only. Commercial use of the product will potentially void the manufacturer's warranty.
- 9. If you require a service call after the Worry-Free Guarantee period Galaxy does assess a \$129* diagnostic fee for any warranty work and mileage is applicable. *Fees are subject to change and current rates can be found on our website.

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 sale.

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- 3. Contingent deposits will reserve pricing for 10 days. A deposit of 30% of the order total will reserve in-stock inventory and pricing for up to 4 months.
- 4. Orders on PO will require 30% down to reserve pricing and inventory. 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.

The undersigned buyer(s) has read this contract an	d agrees that this contract co	enstitutes the entire agreement between
seller and buyer(s) and that it supersedes any prior received and have read Galaxy's Pool Quick Refere		he buyer(s) also acknowledge that they
Customer's Signature	 Date	Sales Order

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