



POOL INSTALLATION AGREEMENT



Installation includes up to 1' off level for all rolled wall pools and 2' off level for slat walled pools . The site will be leveled to the manufactures specifications. The installer will provide a base of masonry or dead man's sand, a patio block per upright. Erection of pool, assembly of filter system, and skimmer.

The customer is responsible for excavated earth from the leveling. The customer must get all permits and an electrician for the filtration system. The customer is responsible for any additional costs for any requirements by the town to satisfy the building permit and or occupancy permit, including but not limited to wet stamps, and additional safety barriers. Handling charges if the site is not accessible by truck, water and chemicals. Attaching ladder to pool and landscaping around pool area. The customer will be responsible for unseen objects under the ground for example: ledge, large boulders, roots unable to be removed by our tractor or that takes extra time to remove, buried electrical service or other utilities, or other unforeseen obstacles.

For pools that are inserted into the ground the customer is responsible for back fill around the pool, unless arrangements are made with Duckman's Pools LLC. (Only certain pools are able to be backfilled against. If this is the type of landscape you are looking for check with Duckman's Pools LLC to insure that the pool you are purchasing fits the criteria.)

The customer must put 3/4" stone around the pool and some landscape to prevent wash out.

Pricing for the above listed conditions will be based on **\$150.00 per hour** for conditions that our crew and our equipment are capable of handling. If further equipment or material must be brought in, the customer is responsible for the cost of that equipment or material as well as the **\$150.00 per hour rate**. This rate will be in addition of the flat rate quoted with the package. Before any charges are added to the customer, the excavator or crew will cease work and consult with the customer to discuss a new plan of action and cost factors. Normal installations will not be less than the minimum amount quoted.

For Doughboy Pools that are fully inserted into the ground, Duckman's Pools LLC will provide customer with a close quote prior to the job being started. Due to many arising conditions that may come up during this process the price is subject to change. If this is to occur Duckman's Pools LLC will work closely with the customer to assure the best price and solution to the arising problem. Doughboy Pools being placed fully into the ground have to be backfilled only by Duckman's Pools to stay within the warrantee provided by Doughboy Pools.

Pricing for additional dig beyond the 1' with no other obstacles Duckman's pools include leveling of the sight up to 1' off level from the lowest point. If the dig is greater than 1' off level the cost to the customer is **\$100.00** per foot up to 3' off level. Over 3' off level other costs may apply due to the size of the dig and prices will be quoted accordingly. This pricing is designed for the yards with gradual slopes. If the area for the pool needs to be completely carved out to accommodate a small area lower than the rest of the pool area, Duckman's Pools will give suggestions and prices to



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Duckman's Pools is *not* responsible for loss of pool due to winter damage. Duckman's Pools will advise the customer the proper way to close the pool for the winter and the things the customer should watch for over the hard New England months. Maintenance throughout the winter could be crucial if avoided.

- * The installer does not guarantee wrinkle free liners, however we do work to get most of the wrinkles out.
- * The installer does not guarantee rock free bottoms. Due to the amount of weight in an above ground pool small rocks can surface. Duckman's Pools LLC does carry barriers to protect the pool bottom from rocks surfacing.
- * Duckman's Pools LLC does not include or replace water if the pool has to be drained for any reason to make any repairs or adjustments including but not limited to warranty work.

Warranty Issues: All warranties are through the manufactures and are subject to terms and conditions provided by the manufacture. To insure a full understanding of how the warranties work please read all warranties. Most manufacture's warranties cover the products against manufacture's defects and replace the defective part for a term of years. These years are pro-rated over the time of the warranty. Many warranties do not provide labor costs that may arise. Duckman's pools will cover these labor costs for 1 year from time of purchase. Additional coverage for your pool is available. Duckman's Pools is not responsible for water or chemical cost associated with a manufacture defect.

Duckman's Pools does guarantee the pool that you purchase will be built according to the manufactures specifications. Duckman's Pools will not be responsible for yard conditions that may change or was not disclosed at the time of purchase.

I have read and agree to the terms stated in this 2 page form. X