Agreement

RICK'S SWIMMING POOLS INC.

786-4256
FAX: 786-5594
1057 SABATTUS STREET
LEWISTON, ME 04240

AGREEMENT NO.: 5312
SHEET NO.: 1 of 2
DATE: 6/7/17

Inspections Division
Date: 06/21/17

SUBMITTED TO: Julie Armstrong
PHONE: 615-1781
STREET: 38 Armstrong Heights
JOB NAME:
CITY, STATE AND ZIP CODE: Portland, ME.
JOB LOCATION:

This contract is subject to and governed by the general agreement, provisions and conditions of Rick's Swimming Pools which is attached on the reverse side of this agreement.

Install 24' x 40' Mountain Pond (Left)
Includes everything on Page 2 except Diving Board
Liner Pattern (Natural Stone 27mil / Quartzite Floor 27 mil)

Pool Package	29,895.00
140,000 BTU Heat Pump w/ Variable speed Pump	4,595.00
(4) Led lights (Color) w/remote	2,195.00
Salt Generator	2,000.00
Gray theme	1,000.00
Steel steps	3,500.00
	43,185.00
tax	1,187.59
	44,372.59

EXTRAS (IN-GROUND AGREEMENT):
* Permit
* Electrical or Gas Hook-Up
* Water to Fill Pool
* Water Balancing
* Crushed Rock & Drainage Pipe
* Any Material Hauled In or Out
* Ledge Removal, additional Patio @ 6.50 sq ft

pd $1,000.00 Deposit CK# 2791 1/30/17

PRICE FOR ALL ABOVE LISTED POOL / PATIO ITEMS $ $44,372.59

PAYMENT TO BE MADE AS FOLLOWS: $1,000.00 paid deposit $5,000.00 paid upon ordering Pool $20,000.00 upon starting $10,000.00 upon liner install $8,372.59 upon Pouring Patio

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted Rick Beauchain

Per ——— owner ———

Note – This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Agreement – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: * Julie Armstrong Signature:

Date: * June 8, 2017 Signature:

I/G In-Ground Agreement 8.5x11 2 pt 05-2014

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GENERAL AGREEMENT, PROVISIONS AND CONDITIONS

1. actor warrants his work to be free from defects in workmanship for a period of one year, provided Owner has complied in full with the terms ayments and other conditions in this contract. This warranty does not apply to work not done or materials not furnished by Contractor. Owner ssly waives any and all claims against the Contractor and its employees in the event Owner fails to comply fully with all payment and other requirements set forth in this Agreement. Equipment installed under this contract is warranteed solely by the manufacturer. Contractor provides no warranties, either express or implied regarding any such equipment. Defects or failure due to mistreatment or neglect caused by any person or entity other than Contractor or its employees shall be repaired or serviced at Owner's expense.

2. The warranty set forth in item 1 shall become null and void in the event Owner fails to make all payments as required under this contract, negligently or intentionally mistreats or otherwise damages any component part of the work, including any equipment installed, and further including any damage resulting from improper use of chemicals.

3. Owner warrants that he owns, and until the pool is completed will continue to own, the premises is fee simple, and until all work under this Agreement is completed, there are and will continue to be no limitations on the title or right to use the premises which will prevent performance under this agreement. Owner shall furnish building permits and necessary licenses and zoning variances prior to the commencement or work under this Agreement.

4. Owner agrees to provide access to the job site suitable for a concrete Redi-mix truck, bulldozer or excavator.

5. Owner agrees to provide contractor with adequate water and electrical services as may be required.

6. Contractor shall not be liable for damage to driveways, walks, curbs, water lines, gas lines, sewer lines, plantings, shrubs or lawns, and Owner assumes risk of damage thereto during the period of construction.

7. Contractor shall not be responsible for damage to any part of the swimming pool, under or around the pool, resulting from any natural causes or acts of God, including earthquakes, fire, ground swelling, inundation, or hillside motion, landslides, or any natural or accidental cause or peril, or any delay in construction beyond the control of the contractor or from storm, flood, war, riot, or any activity of others contractors or subcontractors.

8. Owner shall be responsible for the location of the pool, buildings or other improvement located on Owner's property. Contractor shall incur no liability for and incorrect locating of the pool, buildings, or other improvements whether on the owner's property or the property of any adjoining landowner. The contract price is based on the following mutual assumptions of facts; that the site is not filled ground, contains no cesspool, septic tank, gas line, water pipe, irrigation pipe, drainage pipe, or underground electrical conduit, hard rock, boulders, uncontrollable water, utilities, lines and easements or other obstruction. It is understood and agreed that if any of the foregoing assumptions of facts should prove mistake, or if extra work or materials are required to increase, remove, reroot, pump, excavate, refill, compact, last, or alter obstructions or structures because of such conditions, such cost shall be paid by Owner.

9. Owner agrees that the following items listed below are specifically excluded from the work to be performed by Contractor under this contract unless specifically included elsewhere in this contract.
   a. the removal of any ledge which may be found as a subsurface condition in the area in and around the pool site.
   b. any electrical work not included in the contract price.
   c. any necessary building permits.
   d. any loaming and seeding of the surrounding pool area, including any repairs resulting from Contractors's activity or accessing the pool area on Owner's property.
   e. any extra fill needed to be hauled away from or hauled to Owner's property.
   f. any sand need to construct or backfill the pool.
   g. water to fill the pool initially or any time thereafter.
   h. cost of chemically balancing the water for the owner after the pool is filled initially or any time thereafter.
   i. cost of cutting down trees or removal of stumps.

10. Title and ownership to equipment and accessories described on the face of this contract whether affixed to owner's reality or not, shall remain the property of the Contractor until the payment in full is made to Contractor hereunder and if payment has not been made by Owner in accordance with the contract, Contractor is granted by Owner the right to enter the premises of the owner and repossess such equipment and accessories and apply the contract price thereof against the unpaid balance due under this contract.

11. When pool is filled with water, the work under this contract shall have been completed and the Contractor shall not be responsible for damage or discoloration of pool walls, tile, coping or discoloration or contamination of water for any reason whatsoever.

12. Use of pool by Owner, his family, or any guest shall be an acknowledgment that the work has been completed in a manner satisfactory to the Owner.

13. Time for payments hereunder is of the essence. In the event payments to be paid hereunder are not received when due, the Contractor shall have the right to stop its work and to bring an action for the value of its work at the time of stoppage.

14. If the Contractor seeks to collect any money due it hereunder through an attorney, by lawsuit, or otherwise, Owner agrees to pay all costs and reasonable attorney fees for collection efforts, litigation and appeals.

Any and all changes to this Agreement shall be effective only upon a written recital of such changes signed by both Owner and Contractor. Any change in price resulting from such changes shall be included in the relevant written recital. Any increase in price shall be paid by Owner to Contractor at the time of change. Any decrease in price shall be credited by Contractor to Owner at the time of any change.

Date: _____ _____

_____

Inspections Division
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RICK'S SWIMMING POOLS INC.

- Choice of Many Sizes and Shapes
- Excavation, Digging and Backfilling of Pool
- Walls are constructed of 14 gauge galvanized copper bearing steel with 2 ozs. of Zinc Per Sq. Ft. to prevent corrosion. The walls have a lifetime warranty.
- Adjustable A-Frames with bolt system for added strength
- Concrete Receptor Coping
- 20 Mil Virgin Vinyl Liner: Choice of Different Patterns: 15 Year Pro-Rated Warranty
- All liners come with Gold Level Guard protection.
- Vertical Grid D.E. (Diatomaceous Earth) Filter
- Hayward 1 Hp Super Pump
- Wide Mouth Automatic Skimmer
- 3 Returns with Directional Jets (1 Being in Stair Section)
- Flexible PVC Plumbing with Schedule 40 Fittings and a Tri-Flow Valve: Lifetime Warranty provided Rick's Swimming Pools Opens and Closes Pool each season
- 3 Step Stainless Steel Ladder with Sockets and Escuthcheon Plates
- Safety Lifeline with Floats
- Deluxe Maintenance Kit which includes: Vac. Hose, Vac. Head, Vac. Pole, Leaf Net, Wall Brush, Skim Vac
- Test Strips and Starter Chemicals which include: 6.6 lb. Giant Tabs, 5 lbs. Chlorine Shock
- Concrete Collar (Footing around perimeter of Pool)
- Vermiculite Pool Base Bottom
- 4' Concrete Patio (Broom Finish) with steel deck support system.
- Deck Supports
- Free Pool Opening and Closing Labor for the first year
- 4' x 8' Walk-In Stairs with choice of Center Handrail or One on Each Side
- 2 Main Drains (Help circulate deep end water and cuts down on vacuuming)
- 6' Diving Board

1057 SABATTUS STREET • LEWISTON, MAINE 04240 • PHONE (207) 786-4256
www.ricksswimmingpools.com

IGP-ECP Rev: 08-2009