



### 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 <i>less than 7'</i> 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. Excavating the site up to 24" from highest point of grade. Additional grading/burial is \$500/foot.
2. The dirt excavated will be piled within 25 feet of the pool site.
3. Erecting the pool according to manufacturer's specifications and within 2" of level.
4. Smooth sand bottom
5. Paver stones (6) or synthetic pad will be provided as an adequate foundation for pool equipment.
6. Rough Back-fill to initial grade of yard.
7. Installing the pump and filter system, including plumbing within 10 feet of the skimmer.
8. Equipment location must be placed on the low side of the pool and installed within 10ft of the skimmer.
9. Concrete footer on oval and freeform pools.
10. Installation inside of 30 miles from the nearest showroom. Outside of 30 miles is \$3 per mile, one way.

### OPTIONAL FEATURES

**Top Rails, Heat Pump, Heater, LED Lights, Covers, & Sanitization Systems. Please check with your sales representative for details.**

### NOT INCLUDED WITH INSTALLATION

**Electrical Material or Hookup, Rock, Excess Dirt & Sand Removal, Permits, Survey Fee, Gas Line Plumbing, Landscaping, Water, Trash Haul Off, Assembly of Portable Ladder and Accessories**

### CUSTOMER RESPONSIBILITIES

#### Pre-Installation

1. Must call 811 (state utility location services) 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.
3. 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. The pool site needs three sides with at least 8' access away from existing structures and one side with 5' access from any existing structures. There will be an additional \$500 charge for each side that is less than 8' and more than 5'. You must have at least one side with 8' access for installation to proceed. If these specifications cannot be met, then the pool site must be relocated, or a smaller pool must be chosen.
6. Provide 7' access path to pool site (i.e., remove fence). Galaxy is not responsible for any damage to yard, driveway, or any path. Any coordination with neighbor(s) necessary to provide access will require a separate waiver to be signed.
7. Oval pools require 2ft over-dig on the ends and 3ft on the sides. Round pools require 2ft over-dig around the pools.
8. Masonry sand is required and must be placed within 20 feet from pool, or additional fee may apply. See Pool Guide for sand needed.
9. Furnish water and fill pool half-way up skimmer opening before starting filter system. \*Water trucks NOT allowed
10. Assess yard for nutgrass / gopher issues. Galaxy offers "Pool Perfect" for purchase to help deter nutgrass growth.
11. Ensure your yard is dry and does not have any moisture from previous rains.
12. Re-scheduling your installation for aforementioned items will incur a \$300 charge and will delay installation several weeks.
13. Bring a water sample to one of our showrooms for chemical and pool ownership orientation.

#### Post-Installation

14. The pool area will be a "construction zone" and will need significant yardwork (i.e., levelling dirt, buying sod, landscaping etc.)
15. Wait 3 days after pool installation to place ladder or swim, this will allow the liner to settle.
16. Contact electrician for hard-wiring equipment and power outlets for accessories, and bond pool as/if necessary, per your local codes' requirements by licensed electrician. A 6-pack outlet is recommended. Some equipment may need to be hardwired.
17. Assembly of all other accessories. Please visit our website for more information under the Resources category.
18. Haul off trash which will include boxes, extra materials, or pallets.
19. Stealth pools come standard as steel frame only. Deck coping, rail coping and skirt can be added to dress the pool. Customers often deck, hardscape, landscape or pour concrete as decking for the pool. Those options are separate and NOT provided by Galaxy. Galaxy is not responsible for any issues that may arise i.e. damaged steel panel or plumbing. Please make sure the area is prepped safely for additional construction work.
20. For underwater lighting, please trench a 1 ¼" conduit for the electrical cord to reach the power source or it will void warranty.

21. Retighten hose clamps and other fittings after the pool has been filled and operational, as normal maintenance practice.
22. 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.
23. 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. **Lack of Accessibility:** Must have 8' wide path around at least 3 sides of the pool. Failure to do so will occur an extra charge. There will be an additional \$500 charge for each side that is less than 8' and more than 5'
2. **Backfill of poor ground:** Galaxy rough grades with existing materials. If you would like fresh dirt for backfilling this would require rescheduling, additional labor costs, and customer to purchase and set up delivery of dirt.
3. **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.
4. **Equipment location more than 10 ft from pool:** Upgraded equipment is available for distances beyond 10 ft. and up to 20 ft. of skimmer.
5. **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 3<sup>rd</sup> 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

1. GALAXY IS NOT RESPONSIBLE FOR WATER REPLACEMENT FOR ANY REASON.
2. Six-foot walk-in steps sit 3.5" above the height of the pool wall and installed with fall away from pool for proper water drainage.
3. Pools cannot be built against existing decks. You will need to extend your deck to reach the pool.
4. Galaxy will not change the work order within 10 days of installation date.
5. Even though the installation may only take 3-5 days, concrete shortages, equipment rentals, weather, ground moisture (surface and below) and scheduling delays **may prolong the installation by months.**
6. Customers cannot perform their own dirt excavation or dirt work prior to installation

### WARRANTY

1. Our network of installers guarantees their work for 180 days (or until end of season, whichever comes first). The following items are excluded from warranty:
  - a. Sand washout due to improper backfill
  - b. Liner damage or dips due to roots, nut grass or other external material, tunneling animals such as moles, gophers, or crawdads
  - c. Misuses or damage to the structure caused by purchaser including failure to maintain water levels and / or water chemistry
  - d. Lumps, waves, or slight wrinkles in the liner due to the nature of the ground
  - e. Plumbing leaks due to loose unions or hose clamps.
2. Manufacturer's warranty for the liner includes seam defects only. Galaxy will pay the labor for seam defects during the first 30 days after installation. Liner manufacturer will require the section containing the defect be sent to them prior to any replacement. For non-seam liner issues, patch kits are available for purchase.
3. **Galaxy does assess a \$129 diagnostic fee (subject to change) for any warranty work over 180 days of ownership. Trips outside of 30 miles will assess an extra mileage fee of \$3 per mile one way.**
4. **Galaxy will assess a trip fee for any warranty work after 180 days of ownership. An extra mileage fee will also apply for work done outside of 30 miles from nearest showroom. See website for current rates.**

### 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.
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 and agrees that this contract constitutes the entire agreement between seller and buyer(s) and that it supersedes any prior written or oral agreements. The buyer(s) also acknowledge that they received and have read Galaxy's Pool Owners' Guide.**

**Customer's Signature**

**Date**

**Sales Order**

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Galaxy Home Recreation provides a list of 3<sup>rd</sup> party sub-contracts for the convenience of our customers. Galaxy is not responsible for any of the subcontractors you may choose for your hot tub or pool. This list is provided as a convenience and based upon feedback from Galaxy customers. All contractors are in high demand at this time, please allow extra time for them to get back to you.

<b>TULSA</b>	<b>OKC</b>	<b>NWA</b>
<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b> Starting Point Masonry Luis 918-939-8861</p> <p><b><u>Pool and Hot Tub Concrete</u></b> AP Concrete Andy Pulley 918-906-1346</p> <p><b><u>Pool and Hot Tub Electric</u></b> Airco Service Amy Grogan 918-252-5667</p> <p>Rapid Electric Wes Rapp 918-770-5451</p> <p><b><u>Irrigation</u></b> Roger Sloat 918-845-3684</p> <p><b><u>Tree Removal</u></b> Miguel Ovando 918-402-9562</p> <p><b><u>Sod Repair</u></b> Marcos Lawn Care 918-949-8923</p> <p><b><u>Sand</u></b> Gem Dirt 918-298-0299</p> <p>Dolese Brothers 918-446-1109</p>	<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b> Starting Point Masonry Luis 918-939-8861</p> <p>Faith Masonry Max &amp; Jazmin Alvarado (580) 799-7818</p> <p><b><u>Pool and Hot Tub Electric</u></b> Select Service Electric Dustin Tatom 405-618-2406</p> <p>Pride Electric Ricky Williams 405-740-3011</p> <p><b><u>Sand</u></b> Butler Brothers Sand and Gravel 405-378-7403</p> <p>Dolese Brothers 405-232-1228</p>	<p><b><u>Hardscape/Masonry/Pool and Hot Tub Concrete</u></b> Starting Point Masonry Luis 918-939-8861</p> <p><b><u>Pool and Hot Tub Electric</u></b> Nash Electric Andy Nash 479-966-5117</p> <p><b><u>Sand</u></b> Arkansas Sand and Gravel 479-667-5500</p>