



Pool Builders of Indiana (hereby referred to as PBI) will be responsible for the knowledge, labor and logistical means to install an operable 24' wide by 54' long by 8' deep steel wall vinyl liner pool for the Walnut Hills Association. This project is located at 1828 Birch Dr. Plainfield, IN. 46168. The project is to include demolition of a certain existing pool structure and deck and then excavation for a new pool and pool deck. The existing Security fence will remain and the pool will be without an automatic Cover. PBI will build a steel wall pool kit as agreed upon between the understanding of PBI and the Walnut Hills HOA. All management of this project is granted to Pool Builders of Indianas' specifications for the time frame of 3 working months by the Walnut Hills HOA once the project has begun at a date to be determined. If at any point PBI deems that this project is not attainable due to any unforeseen occurrences during demolition, the proposed recommendations for a safe site will be agreed upon between PBI and the Walnut Hills HOA. Which may include, but is not limited to a pool fill-in and new property grade established with a new deck pour for minimal monetary profit to PBI. Indiana state regulations are required through an effort of a commercial development request (CDR) per PBI as to approve a legalistic installation by the state of Indiana as well as The Town of Plainfield. All Site plan designs are being performed by Moenche Engineering and PBI, both companies local to Plainfield Indiana. Once approval from the State of Indiana and the Town of Plainfield is obtained, a start date can be determined. These processes are currently underway.

The estimated total cost for the above scope of work is \$ 212,000.00

-Walnut Hills HOA (hereby referred to as WHHOA) agrees to pay \$1,500 as a deposit. The deposit goes to the overall cost of the pool project but is forfeited if WHHOA decides not to fulfill the proposed contract.

-WHHOA agrees to pay 50% of the total cost upon the signing of this contract on March 24 2024
Total Amount Due at this time: \$106,000.00

-WHHOA agrees to pay 30% of the total cost on April 24 2024
Total Amount Due at this time: \$63,600.00

-WHHOA agrees to pay the remaining 19% on May 24 2024
Total Amount Due at this time: \$40,900.00

Signatures for this contract between Pool Builders of Indiana LLC & WHHOA are hereby undersigned:

WHHOA

Date

Pool Builders of Indiana

Date

1. WARRANTIES

Limited Warranties- Pool Builders of Indiana (hereinafter referred to as PBI) is an insured and experienced company that does not offer any warranty for the pool demolition or installation. In the event PBI contracts to install concrete sidewalks or decking, the Walnut Hills HOA (hereinafter referred to as WHHOA or customer) understands that sidewalks and concrete decking are not warrantied against cracking, chipping or shifting. Pool equipment, adhesives, Concrete, mortar, deck toppings, tile, coping and liners have no guarantee as to final coloring. All pool equipment and accessories installed and provided for this project carry a limited warranty as provided by the manufacturer of these products and will be honored by PBI to the best of their abilities. If WHHOA has work performed by others, PBI does not warrant such work and PBI shall not be held liable for such work or loss in damages, which may result from these actions. Pool and Spa jets are not guaranteed to have equal pressure flow of water or absence of air bubbles but will be in accordance with proper flow rates for minimal circulation. Customer shall notify PBI of any alleged defects within a reasonable time after discovery, in no event later than ten (10) days after discovery and such notice shall be sent to PBI at above addressed place of business at the top of this contract. These warranties are effective only if Customer has complied with all terms and conditions, payment and other provisions of the contract. The warranties become void if: the pool is not kept full except for a three (3) day maintenance period each year or if the pool structure is damaged by reason of groundwater rising to the level of the pool water elevation when the pool is not kept full or by reason of any earth or fill ground movement, Acts of God, war, riots, or other civil disturbance, acts of other individual persons or if there was a transfer or change of ownership of the property on which the pool is located. Defects or failures resulting from mistreatment or neglect by Customer will be repaired or serviced at Customer's expense. If Customer has work performed by other entities that are not provided in this contract, such as, but not limited to: electrical panel changes, lighting, landscaping, erection of fences and retaining walls or structures, PBI does not warrant such work and PBI shall not be held liable for such work or loss or damages which may result therefrom. The site and exclusive remedy is of the Customers' responsibility for these matters set forth herein whether on warranty, contract, negligence, or strict liability for the repair of the defect. PBI shall in no event be liable for special or consequential damages. A Diagnostic fee may be charged by PBI for each service call to determine the problem and offer a remedy. Customer understands that Salt Water and chlorination Systems are corrosive to surrounding products and PBI is not responsible for damage done to any part of the pool, including but not limited to coping, deck, landscaping, or equipment damaged by any type of chlorine, bromine or Salt (Chlorine Generator) systems.

2. SPECIFICATIONS

If excavation has not started within ninety (90) days from date of the contract for reasons beyond PBI control, PBI shall have the right to cancel the contract upon notice to Customer. This contract constitutes the entire contract and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by a commitment or arrangement not specified in the contract. No additional work shall be done without written authorization by Customer. Any such authorization shall be on change order form showing the agreement terms and the reason for such change and approved by both parties. For such additional work so added to the contract, it is agreed that the total price under this contract shall be increased by the price of such additional work, that installments may be increased proportionally and that all terms and conditions of this contract shall apply to such additional work. Both parties agree that the contract completion date shall be extended five (5) days for each additional day necessitated by the change order. Any provision (or portion thereof) of this contract shall be deemed invalid and it may be determined by PBI that such invalidity shall only effect such provisions (or portion thereof) and the remainder of this contract shall remain in force in effect. Customer will not schedule other contractors that may interfere with PBI work schedule such as landscaping, water sprinklers, etc., until ten (10) days after PBI has completed final payment, unless agreed upon in writing between PBI and WHHOA

3. RESPONSIBILITIES OF PBI CONDITIONS AND LIMITATIONS

PBI agrees to do all work provided in this contract in a professional and workmanlike manner, but shall not be responsible for delay or failure to perform work when such delay or failure is due to: Acts of God, in-climate weather, war, riot or other civil disturbance, labor dispute between either entity, federal or local state government prohibition, non-issuance of any required permits affecting the swimming pool project and adjacent areas, failure of Customer to perform any obligation to be performed by them, or any other reason beyond PBI control. The date of completion provided for herein shall be extended five (5) working days for each calendar day of delay caused by any or all of the events referred to in this paragraph. PBI is not responsible for damage to any appurtenance located in or reasonably adjacent to the access route or the pool site, including but not limited to such items as buildings, fences, curbs, sidewalks, driveways, patios, lawns, trees, shrubs, property drainages, sewers or septic systems or sprinkler systems. PBI is not responsible for damages caused by ground compaction by excavation equipment. PBI is not responsible for the flotation of the pool or wrinkles of the liner. All pool dimensions are approximate with reasonable tolerance either way. The parties agree that PBI shall have substantially completed performance in a good and workmanlike manner if all final surface dimensions are within 10% of the width and 10% of the length of the specific specified surface dimensions, and all final vertical dimensions are within 10% of the specified vertical dimension. Customer and PBI agree that it is difficult and impractical to compute the actual damages in the event of deviation in pool dimensions. Customer and PBI agree that liquidated damages for errors by PBI shall be compensated through agreement under the direction of a PBI professional. However, all satisfactions will be strived for within a scope of capability per job site experience of PBI. In the event that specified pool depth is not attainable with the normal excavation equipment due to underground water, rock, or other unusual subsurface conditions beyond PBI control, then PBI and Customer shall agree upon an attained depth with the direction of PBI and with no penalty upon PBI. All allowances, when specified within a co-signed agreement of this contract, are to be paid to customer for any extra work on site done by customer, and will be paid to customer at the completion of pool and extra work will not be the responsibility of PBI at that time. PBI is not responsible for any injury or death sustained by the Customer during construction or as a result of the construction site. Any subcontracted entity to PBI will be legal to work in the State of Indiana and responsible by their sole legalities and insurances for any instances of death, injury or damages during the job process.

4. RESPONSIBILITIES OF CUSTOMER

If Customer authorizes access to adjacent properties for PBI use during construction, Customer is required to obtain permission from the customer(s) of adjacent property for such use, and Customer agrees to be responsible and to hold PBI harmless from any risks thereof. Customer receives permission from neighbors, in writing, and gives PBI permission to cross neighboring property. The Customer is required at their expense to do all construction and other

acts necessary, and to meet all conditions necessary to allow PBI to complete the work as provided in this contract. Customer is to finish all soil reports that are necessary. The Customer has approved the location of the pool and other improvements and equipment as shown on the job site plan and where such location is used, there shall be no liability on the part of PBI for incorrect location of such pool or any other improvement or equipment, or for encroachment or interference thereby upon the property, easements or rights of any third parties. Customer approves the elevation of the pool. The Customer understands that trees and/or tree limbs may need to be cut for access purposes. The Customer shall furnish the means for any necessary variance and association permits, engineering and town permits or fees. Drainage beyond the pool site is to be provided by Customer and is to meet city and/or county requirements. If an engineer's letter is required before or during construction that alters the normal PBI construction method, the customer agrees to pay all engineering expenses and additional work required. No property grading will be done by PBI unless specified on this contract. Customers agree to provide a substantial means of job site restroom utilities, water supply and electrical power supply with no extra charges. Customer agrees to make payment called for by this contract on time even if the construct said or repairs under this contract may have been scheduled but not yet performed. All payment received later than three (3) days of the time due extended the completion date hereunder an additional three days for each late day. If completion of the swimming pool is delayed by causes under Customer's control for a period of more than ten (10) days, Customer agrees to pay the increased labor and material and equipment cost resulting from Customer's delay. PBI retains the title to all pool equipment, bodies, materials and features until purchase price and any extras are paid for in full. The Customer will deliver payments to PBI office (address at the top of this contract) at each stage of construction as spelled out at the top of this contract. Or by contact in person to the owner of PBI (Joseph Ray/Marisela Ray) Failure or delay of payment may halt construction. The pool and total project is deemed complete at the time of the deck pour. Customer or PBI representative may not alter any portion of the Policies, Procedures and Conditions of this contract without prior written approval from an Owner of PBI. Customer agrees to not tamper with or alter any on site equipment or supplies. Customer agrees that any and all profits monetarily towards PBI are not refundable under any circumstances unless agreed upon between PBI ownership and WHHOA with an additional written contract once these funds are paid and it is also understood that a majority of jobsite costs are due to material and logistical cost requirements. The Customer agrees to take reasonable measures to avoid all injury and interference at the jobsite during construction and after the jobsite is complete. The Customer agrees to this contract in full and will not perform fraudulent activities as to change any specifications contained within this Contract. Any changes to this contract will be added and agreed to with signatures between PBI and WHHOA on the reverse side of these articles.

