



**RTBS CUSTOM POOL CONTRACT**

1701 S. Highway 6  
Houston, Tx 77077  
(713) 777-7665 - Voice  
(281) 568-9545 - Fax

18623 Kuykendahl  
Spring, TX 77379  
(281) 205-1100  
(281) 205-1081 - Fax

3/21/2020

This agreement is made by Richard's Total Backyard Solutions™ herein termed "Contractor" and:  
**Autumn Lake POA herein termed 'Buyer'.**

Address: <u>Miller Ranch Road</u>	Home Phone: _____	Section: _____
City: <u>Pearland,</u>	Work Phone: _____	Lot: _____
Zip Code: <u>77584</u>	Cell 1 Phone: <u>832-725-4520</u>	Block: _____
Subdivision: _____	Designer: _____	Gate Code: <u>0</u>
E-mail: <u>kendreams11@aol.com</u>		

**Contractor (Seller) agrees to construct for Buyer, with the specifications set forth.**

Pool Size: <u>39x23</u>	Pool Shape: <u>CUSTOM</u>
Pool Perimeter: <u>128</u> Lineal feet	Pool Depth: <u>3'</u> x <u>4'6"</u> x <u>3'</u>
Pool Area: <u>709</u> Square feet	Estimated Gallons: <u>21,270</u>

*Executed simultaneously with, and by reference made a part hereof this contract, is a lien with power of sale and transfer. **Buyer is responsible for all elevation changes above and below normal grade, easements, property lines, and location of equipment.***

Plans & Permits	
Build Zone:	<u>Zone A</u>
Permit Fee Charge:	<u>Pearland</u>
Structure Plans	<u>No</u>
Engineer Stamp	<u>No</u>
Stormwater mitigation	<u>No</u>
Flood mitigation	<u>No</u>
Deep End Dig	<u>No</u>
Special Dig	<u>N/I</u>

Site Preparation		
Fence Remove/Replace	<u>N/I</u>	<u>0</u>
No new Fencing	<u>NEW</u>	<u>N/I</u>
No new gate	<u>NEW</u>	<u>N/I</u>
Gate Latch Regulations		<u>N/I</u>
Demo Work	<u>ANY applicable</u>	<u>N/I</u>
Saw Cut Concrete	<u>ANY applicable</u>	<u>N/I</u>
Landscape Removal N/I		<u>N/I</u>
Landscape Removal N/I		<u>N/I</u>

Pool	
Steps and Benches	
Length of Steps:	<u>45</u> Lineal feet
Length of Benches:	<u>12</u> Lineal feet
Length of Tanning Deck:	<u>12</u> Lineal feet
Tanning Deck Slope:	<u>Flat</u>
Tanning Deck Topping:	<u>Flagstone</u>
Bar Stools (materials per selection addendum)	<u>0</u>
Accent Trim Tile:	
On steps, benches and love seats:	<u>N/I</u>

Spa	
Not Included	
SPA Height	<u>N/A</u>
Spillway Width	<u>N/A</u>
SPA Lighting	<u>N/A</u>
Spillway Style	<u>N/A</u>
Terraced Spillway	<u>N/A</u>
Rolled Beam Option	<u>N/A</u>
SPA Electrical Distance	<u>N/A</u>
SPA Plumbing Distance	<u>N/A</u>
SPA Gas Line	<u>N/A</u>

Pool Interior (Plaster)	
<u>Altima - 450 Sq ft</u>	
Buyer agrees to promptly fill pool to middle of skimmer./waterline tile. Failure to do so can result in irreparable plaster marks.	

Steel	
Steel reinforcing placed on 8" centers with 4-box beam.	

Coping	
<u>Standard Travertine</u>	
Grout color per Selection Addendum	

EQUIPMENT AND PLUMBING	
Standard: Chlorinator In-Line Feeder	
Filter:	<u>Includes TR100 Sand Filter/140210</u>
Backwash Line & P-Trap	<u>20 lineal ft. included</u>
Pentair Intellachlor Salt System	<u>N/I</u>
IntelliPH (sell w/ salt system-sold separately)	<u>N/I</u>
IntelliChem	<u>N/I</u>
Ozone & Ultra UV Combo	<u>N/I</u>
Clear O3 Ozone System	<u>N/I</u>
Ultra UV 120V 3 Lamp	<u>N/I</u>

System / Controller	
<u>Standard Clock and Timer</u>	

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Company Officer	Date
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

Buyer	Date
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Buyer	Date
-------	------

Consultant	Date
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**RTBS CUSTOM POOL CONTRACT, PAGE 2**

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For: Autumn Lake POA  
Miller Ranch Road  
Pearland,

**Pool - Continued**

**Pumps Included**

Pentair Filter Pump / Upgrade	2 HP
Additional Pentair Pump	N/I
Pump for PV3	Not Included
Negative Edge Pump	N/I
Water Feature Pump	N/I
Boulder Creation Pump	N/I
Rock Waterfall Pump	N/I
Racer Booster Pump	N/I
Fast Lane Jet Pump	N/I

**Other Equipment**

Skimmers:	2
Returns:	5
Heater Returns	0
Auto Fill:	Simple Fill County
Overflow Line:	Included
Individual Valves on Waterfeatures:	N/I
Water Feature Plumbing:	Inside Beam
Upgrade Plumbing to 3" PVC Pipe:	N/I
COOLER CHILLER N/I	N/I
COOLER CHILLER N/I	N/I

**Cleaners**

Rebel Side Suction Cleaner	N/I
PV3 (Incl. MDX SDX, 1.5HP, 15 heads)	N/I
Additional Paramount Heads required	N/I

**Electrical Items**

Electric Subpanel:	N/I
Light Switch, Backdoor:	N/I
Pool Light	300W, 12V, LED WHITE
Additional 300W, 12V, LED WHITE	1
Pentair Spa Light Type:	N/I
Additional Outlets:	N/I
Waterfall Lights:	N/I
Light Located By Pool Equipment	N/I

**Pool Utility Runs**

**Plumbing (All non-corrosive PVC)**

Pool Plumbing Distance	50 lin ft.
Spa Plumbing Distance	lin ft.
Waterfeature Plumbing Distance	75 lin ft.
Pool Cleaner plumbing footage, if required	lin ft.
<b>TOTAL PLUMBING DISTANCE INCLUDED</b>	<b>50 lin ft.</b>

Additional footage, IF required at \$9.95

**ELECTRICAL:**

Pool, and Misc. Electrical Distances	150 lin ft.
SPA Electrical (Therapeutic)	lin ft.
Chiller Electrical	lin ft.
<b>TOTAL ELECTRICAL DISTANCE INCLUDED</b>	<b>150 lin ft.</b>

Additional footage, IF required at \$8.95

**NATURAL GAS (NG):**

Pool Gas Heater Distance	lin ft.
Spa Gas Heater Distance	lin ft.
Fire Feature Gas Run	lin ft.
<b>TOTAL GAS LINE DISTANCE INCLUDED</b>	<b>0 lin ft.</b>

Additional footage, IF required at \$10.95

**Pool - Continued**

**Raised Beams**

No Raised Beam	N/I
No Raised Beam	N/I
No Raised Beam	N/I
Wrap Back of Beam w/Tile, FS, Ledger	N/I
Double Bullnose Brick on Beam	N/I

**Negative Edge**

Negative Edge w/ 2' Catch basin	N/I
w/ Negative Edge Pump	N/I

**Waterfeatures / Options**

Water Features - None	N/I
Water Features - None	N/I
Slides - None	N/I
Bobe Water Feature	N/I
Water Bowls-Polished Concrete	N/I
Handrail Options	N/I
Aerators / Fan Sprays	N/I
Deck Jets set of 4	N/I
Laminar Deck Jets (set of 4 w/ transformer)	N/I
Endless Pool Fast Lane w/ pump	N/I
Bubblers	N/I
Bubblers (W/LED)	N/I
SPA fountain (parascope)	N/I
SPA fountain (PVC 1.5")	N/I
Raised Bench area / 18"	N/I
SPA fountain - (PVC 1.5")	N/I
Tables	N/I
Ledge Loungers	N/I
AquaBike	N/I
Total Plumbing Footage	N/I
Waterfeature Pump	N/I
Upgrade Plumbing to 3" PVC Pipe:	N/I

**Boulder Creations**

None
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**Natural Rock Waterfalls**

None	N/I
Moss Rock Weeping Wall	N/I
Additional Moss Rock	N/I

**Pool Fill / Overflow Runs**

Autofill line for pool footage	10 lin ft.
Overflow line for pool footage	75 lin ft.

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Company Officer	Date
<input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied	
Buyer	Date
Buyer	Date
Consultant	Date



**RTBS CUSTOM POOL CONTRACT, PAGE 3**

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\_\_\_\_\_

**Continued**

**Miscellaneous**

Includes SVRS anti entrapment	\$	-
	\$	-
	\$	-
No tax included in price	\$	-
	\$	-
NO IRRIGATION REPAIRS OR NEW ZONES INCLUDED	\$	-

<b>Decking</b>	
Decking One: <b>Pea Gravel</b>	
Square Footage Included:	<b>1082 sq.ft.</b>
Decking Two:	
Square Footage Included:	<b>sq.ft.</b>
Decking Three:	
Square Footage Included:	<b>sq.ft.</b>
Deck Steps	<b>N/I</b>
Brick Or Flagstone Deck Steps	<b>N/I</b>
Brick Laterals Side By Side	<b>N/I</b>
Brick Laterals End To End	<b>N/I</b>
Flagstone/ Travertine Laterals	<b>N/I</b>
Footer One:	<b>N/I</b>
Footer Two:	<b>N/I</b>
Turn-Down Beam One:	<b>N/I</b>
Turn-Down Beam Two:	<b>N/I</b>
PIERS under pool	<b>N/I</b>
Umbrella / Volleyball Cups	<b>N/I</b>

<b>Drainage</b>	
Deck O Drain	<b>N/I</b>
Area Drains In City -SDR35	<b>N/I</b>
additional footage at	<b>\$14.00 per foot</b>
Area Drains In County -STANDARD PIPE	<b>N/I</b>
additional footage at	<b>\$12.00 per foot</b>
Area Drain Heads	<b>N/I</b>
Gutter Tie Ins	<b>N/I</b>
Slotted Channel Drain	<b>N/I</b>

<b>Mosquito Systems</b>	
NOTE: Nozzles are typically placed about 10 - 15 ft	
<b>Not Included</b>	

<b>Firepits</b>	
Custom Firepits	<b>N/I</b>
Firepit Gas Line Distance	<b>N/I</b>
Lava Rock (included Standard)	
Custom Glass / color on Selection addendum	<b>N/I</b>
Magic Bowls (does not include elect.)	<b>N/I</b>
Fire Bowl (polished concrete) + gas & elect.	<b>N/I</b>
Bobe Fire-feature	<b>N/I</b>
Remote Controls	<b>N/I</b>

<b>Contract Financials</b>	
Contract Price	<b>\$73,794.00</b>
Deposit:	<b>\$5,000.00</b>
Prior To Excavation:	<b>\$27,518.00</b>
At Gunite:	<b>\$24,078.00</b>
After Tile/Coping Inspection:	<b>\$13,759.00</b>
Prior To Plaster:	<b>\$3,439.00</b>

<b>Custom Designed Landscape Package</b>	
<b>Not Included</b>	
Low Voltage LS Lighting:	
"Lit" Tiki Torches	<b>N/I</b>
Sod Installation:	<b>N/I</b>
Daddy's Choice 75 oz.	<b>sq/ft</b>
Irrigation System Installation:	<b>N/I</b>

<b>Covered Areas</b>	
Treated Wood Arbor (no paint)	<b>N/I</b>
Cedar Arbor	<b>N/I</b>
Aluminum Louvered Roof	<b>N/I</b>
Shingled Roof Extension	<b>N/I</b>
(specify below greenboard or bead board flat ceiling options - NO ELECTRICAL INCL.)	
Post Options	<b>N/I</b>
Gutter Option (\$600 min)	<b>N/I</b>
Optional Electrical Package	<b>N/I</b>
Includes: 1 ceiling fan stub, 4 can lights, 1 switc	

<b>Kitchens</b>	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
SALES TAX	\$0.00

<b>Chemical Packages</b>	
<b>CHEMICAL PACKAGES REQUIRED</b>	

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Miller Ranch Road  
Pearland,

**Terms & Conditions**

**1. Guarantees and Warranties**

- a. Contractor guarantees its work to be free from defects in material and workmanship for a period of one year from date pool is plastered./n Approval of work by an inspecting government agency is deemed to be completion of that work in a workmanlike manner.
- b. Contractor warrants that the pool structure will remain structurally sound for the period of time that the pool is owned by the Buyer (coping, tile, decking, walks, colors, plaster, plumbing, electrical, filter, heater and all other pool accessories are by definition, not part of the pool structure). The term "structurally sound" means that the swimming pool is capable of retaining water. In the event of failure, Buyer's sole and exclusive remedy is to allow Contractor a reasonable period of time to repair the pool structure so that it will retain water.
- c. All non-pool structure items, including all pool equipment, installed as provided for in this contract carry a one-year manufacturer's warranty against defects in workmanship and materials. When Pentair equipment in used: it carries a 3-year limited warranty by the manufacturer on filters, heaters, pumps and motors.
- d. The guarantees and warranties are effective only if Buyer has complied with all the "Terms and Conditions", payments and other provisions of this contract. The guarantees and warranties become void if: the pool is not kept full of water, the pool structure is damaged by reason of the water table rising above the lowest point of the pool, acts of God, war, riots, or other civil disturbance, or acts of others; If buyer fails to comply with decking installation requirements as set forth by the Contractor or If buyer fails to pay any monies due Contractor for pool installation or change orders, or service calls.
- e. Walks and decking are not guaranteed or warranted against cracking, checking, raising, settling, or discoloration. Plaster is not guaranteed against discoloration or staining since plaster defects generally result from local water conditions, improper use of chemicals or lack of or improper cleaning of the pool.
- f. Defects and failures resulting from mistreatment or neglect by Buyer will be repaired or services at Buyers expense.
- g. Where Buyer has work performed by others that is not provided for in this contract such as, but not limited to, electrical panel changes, landscaping and erection of fences and retaining walls, contract does not guarantee or warrant such work and Contractor shall not be held liable for such work or for loss or damage, if any, which may result.
- h. The express warranties contained herein are in lieu of any other express or implied warranties, including negligence on the part of Contractor. Contractor shall in no event be liable for special or consequential damages.

**2. Buyers Exclusive Remedy**

The repair or replacement of non-pool structure items or the pool structure as provided above shall constitute the sole and exclusive remedy of the Buyer and the fulfillment of the Contractor's liabilities under these warranties with respect to the matters covered by this contract, whether based on warranty, contract or negligence.

**3. Construction Dates / Completion Dates (Cont.)**

Contractor shall not be responsible to perform work or furnish materials or equipment by the completion date due to acts of God, inclement weather where there has been precipitation of more that 1/10 inch in any 24 hour period, failure to cooperate by Buyer, governmental prohibition, non-issuance of required permits affecting the swimming pool and adjacent areas or other reasons beyond

Contractors control. The date of completion shall be extended three (3) business days for each and every day of delay caused by any and all of the events referred to herein and shall be extended three (3) business days for each and every day that the Buyer shall be late in making any of the installment payments as provided herein.

**4. Entire Agreement**

This pool construction contract, together with any exhibits or drawings which are attached hereto, and specifically incorporated herein, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this contract shall be binding unless executed in writing by the parties hereto. No other work shall be done without the prior written authorization of the Buyer. Any such authorization shall be on a "Change Order" form or "Contract Addendum" form approved by both parties, which shall become part of this contract. Whereas such additional work is to be added to this contract, it is agreed that the total price of said additional work is to be paid in advance of work unless cost is unknown. If cost is unknown, work must be authorized in writing and payment must be made in full on completion of added work.

If any provision, (or portion thereof), of this contract shall be deemed invalid, it is agreed that such invalidity shall affect only such provision (or portion thereof) and that the remainder of this contract shall remain in effect.

**5. Contractor Responsibilities - Conditions & Limitations**

Contractor agrees to do all work provided in this contract in a good and workmanlike manner, but shall not be responsible for delays or failure to perform work when such delay or failure is due to: acts of God, labor disputes, governmental prohibition, non-issuance of required permits affecting the swimming pool construction, failure of Buyer to perform or other reasons beyond its control. Contractor is not responsible for damage to such items as, but not limited to: curbs, cable TV, telephone, gas grills, sidewalks, driveways, patios, lawns, shrubs, trees, drain lines, sprinkler systems, underground utilities and appurtenances; and, after the pool is filled with water Contractor is not responsible for floatation of pool

All pool dimensions are approximate with reasonable tolerances either way. Buyer and Contractor agree it would be impractical to fix the actual damages in the event of a deviation in pool dimensions; therefore, liquidated damages for errors by Contractor in the water surface area of the pool in the contract shall be \$6 per square foot, either way, to be paid by Contractor or deducted from total contract amount by owner upon rendering final plaster payment. Pool equipment remains property of Contractor until final payment is made. If equipment is removed or stolen before final payment is made, the Buyer is responsible.

\_\_\_\_\_  
 Buyer Date

\_\_\_\_\_  
 Buyer Date



**M POOL CONTRACT, PAGE 5**

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Pearland,  
 \_\_\_\_\_

**Terms & Conditions (Cont)**

**6. Responsibilities of Buyer**

In the event Buyer authorizes access through adjacent properties for Contractor's use during construction, Buyer is required to obtain permission from the owner(s) of the adjacent properties for such use and Buyer agrees to be responsible and to hold Contractor harmless and accept any risks thereof.

Buyer is required at his/her expense to do all construction and other acts necessary, and to meet all conditions necessary to allow Contractor to complete the work as provided in his/her contract. Buyer has directed the location of pool and other improvements and equipment as shown in the attached pool drawing; if so supplied and where such location (or other location approved or directed by Buyer) is used there shall be no liability on the party of the Contractor for incorrect location of such pool, other improvements and equipment, or for encroachment or interference thereby upon the property easements or rights of any third parties. Buyer shall furnish any necessary variance and association permits or fees. Drainage beyond the pool site is to be provided by Buyer and is to meet city and/or county requirements. No grading other than for pool site to be defined as "pool water surface area".

Buyer agrees to make payments called for by this contract on time even though repairs to completed work under this contract may have been scheduled but not yet performed.

**7. Warranties / Representations of Buyer**

Unless otherwise specifically provided in the plan and specifications of this contract, Contractor has entered into this contract in reliance upon and in consideration of the following representations of fact and warranties of Buyer:

- a. That Buyer will provide adequate access through Buyer's own property or through adjacent property for contractor's normal construction equipment to do the work at no cost and with no liability to Contractor.
- b. That the soil at and around the agreed upon pool site is stable and capable of adequately supporting the pool throughout construction and the pool's life. Buyer further warrants that the soil is of such a stable nature so as to allow normal construction of the pool in compliance with normal pool construction standards. Normal pool construction standards are defined by local building codes. If deemed necessary and prudent by Buyer, Buyer shall have the soil at and around the pool site tested for stability, at Buyer's expense, by qualified engineer. If Buyer has reason to know of inadequate soil conditions, Buyer hereby agrees to notify Contractor, in writing of such soil conditions, prior to the executions of this contract. In any event, Contractor shall not be responsible for any additional costs in the pool construction associated with or in any way related to soil conditions at or around the pool site. All additional costs associated with soil conditions shall be paid for by Buyer.  
  
 In the event that soil, or underground water table conditions are discovered to preclude normal construction, the Buyer shall, and his/her option, choose to accept pool to finish at said water table depth or to continue to planned depth at actual extra cost; plus an additional 25%.
- c. That there will be no additional load conditions that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra steel and gunite.
- d. That there will be no rock formations, hardpan conditions, boulders, cesspools, septic tanks, gas lines, water pipes, sewer lines, drain pipes, irrigation pipes, underground electrical conduit, television cables, telephone lines or other underground sprinkler systems and controls, gas grill and light lines or other underground obstructions which would require blasting or jackhammer work, which would otherwise require work and give rise to extra costs not obvious from a ground inspection of pool site. Additional costs thereof shall be paid by Buyer at actual extra cost plus additional 25%.

e. In the event any of the foregoing assumptions or facts are not true, Contractor may at its option, terminate this contract with no further liability of either Buyer or Contractor, except that Buyer and Contractor agree that, in such event, Buyer shall be liable to Contractor in the sum of One Thousand Dollars (\$1,000.00) as liquidated damages. It is understood, however, that the parties may, by mutual agreement in writing amend this contract to deal with such event.

f. Buyer shall allow Contractor to place a sign in Buyer's yard at Contractor's discretion.

**8. Pool Site**

The term "pool site" means the area comprising the water surface area and that portion of the ground surface extending to a distance of not more than four feet (or to a distance required by local Code for minimum decking from the perimeter of the pool water surface).

**9. Default**

In the event of Buyer of any provision of this contract, the Buyer agrees to pay equipment re-installation costs, all collection costs and interest from date of default. Reasonable attorney's fees shall be awarded to the Contractor.

**10. Lien**

Mechanic's and Material man's Lien (with power of sale or transfer). To secure the prompt payment of the indebtedness created, a Mechanic's, Material man's and Laborer's Lien is hereby created and granted for the benefit of Contractor upon the property described in the reverse side thereof, and all improvements now thereon and hereafter placed thereon.

Grantors covenant and agree that said Mechanic's and Material man's Lien may be transferred, assigned or sold by Contractor and in the event of default in the payment of any installment as agreed upon and described on the reverse side hereof. Contractor may exercise any and all rights pursuant to the Article 5453 (2)(b) of the Texas Statutes.

**Buyer's Right to Cancel**

You may cancel the agreement or offer referred to above at any time prior to midnight on the third day (excluding Sunday and legal holidays) after the day you signed the agreement or offer. If you cancel and have already provided payment to seller, seller will return the total sum within (10) business days, less any administrative costs, including merchant fees for any credit card transactions.

You may give notice of cancellation by mailing a signed and dated statement to seller at the address indicated. In order to have proof of the mailing, it is recommended that you mail the statement by registered or certified mail. If you do so, you should keep the receipt the post office gives you. Email is also accepted and dates used in this communication will be the date used for cancellation. After cancellation, the seller is entitled to receive back from you at your address any goods previously delivered to you by him, providing he has returned any payments and goods or other property received from you, including project design. If the seller does not call for his goods at your address within twenty (20) business days after you have given notice of cancellation, you may keep this as your own.

**Buyer's Responsibility**

During construction of your pool you will be responsible for any damage to any part of the pool by irrigation water, vandals, Acts of God, or any other persons or things not within our control. Any pool equipment or appurtenances subject to this Contract delivered to the job site are your property and if removed, stolen or damaged are your responsibility.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_