



FULLERS COMPANY

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POOL CONTRACT

SUBMITTED TO: George & Christine Stonbely

PROPERTY OWNER(S): George & Christine Stonbely
PROPERTY LOCATION: 100 Pond Road West Tisbury, MA 02575
DATE SUBMITTED: 7/24/2023
PROJECT NAME: Stonbely Pacific Pool 2024

We hereby submit specifications and estimates for landscaping/masonry/irrigation as follows:

General Information: The installation of a fiberglass San Juan pool according to details below.

Site Work & Excavation: Includes formwork and concrete for the 12" locking collar and excavation for the pool. Includes backfilling of the pool with 3/8" crushed gravel and any excess material removed from the site if necessary. Includes standard trenching for plumbing from equipment pad to the pool and 4'x8'x4" pad.

Pool Details & Equipment

- Pool Model: Pacific
Pool Size: 16'1"x39'10"
Pool Color: Granite
Skimmers: 2
Tile: TBD
Pump(s): (1) Pentair variable speed
Filter: Pentair Cartridge
Heater: Pentair Mastertemp Gas Heater
Lights: (4) Pentair LED
Controller: Pentair IntelliCenter
Sanitization: Pentair IntelliChlor Salt Generator
Cleaner: Automatic Robot
Accessories: Telescoping pole, brush & net
Winter Cover: Pro Mesh
Auto Cover: TBD
Coping: concrete pavers
Other: PT104D Anti-Electrolysis Inline Zinc Anode 2"

Start Up: Final prep, monitoring of water fill (water not included). Includes equipment start-up, initial chemicals, water balancing, and client tutorial.

Electrician: Included in price of proposal for standard hook-up to an electric panel with sufficient supply and reasonable distance (100' or less) and reasonable access.

Delivery: All costs for standard delivery are included. Pool will be shipped from New Bedford to Martha's Vineyard by barge with 2-3 other pools. If client wishes to expedite delivery there will be an additional charge.

Pricing: Prices are based on costs known at time of contract signing. Client will be notified if there are any price increases before pool is shipped and given the opportunity to cancel their order if the price increase is not acceptable.

Owner/Agent Initial: [Handwritten Signature]

**Not Included in Proposal**

- Surveying to prepare an accurate site plan and staking to establish boundaries/setbacks.
- Temporary water and power during construction and the water to fill the pool.
- Special access considerations (inaccessible terrain or vegetation), tree or landscape removal.
- Any special sub-surface prep (ledge rock removal, compacted fill, high water table, etc.).
- Pool decking, finish landscaping, and code-approved perimeter fence/enclosure.
- Any additional electrical work required if there is not sufficient room on the main house electric panel to feed the pool equipment or if wires need to be run through finished areas inside the house requiring patches to sheetrock or other wall/floor coverings.
- Any upgrades to the existing propane tank required (larger or additional tanks, etc).
- Water supply for pool fill valve (to irrigation system or plumber connection to house)
- Any sound insulated structure for the equipment if required by your town or association
- Any costs for storage/transport/moving of the pool if for any reason the homeowner or anything having to do with the homeowners property or access to their property or pool location prevents or delays the pool delivery once it arrives on island. (costs for storage/transport/moving must be paid in full before pool will be delivered to home)

All work to be done according to industry standards using materials stated above or with pre-approved alternatives of similar style and value. Any changes, additions, or amendments to this work shall be pre-approved and signed off by the owner or owners agent either in written or electronic format. Fullers is not responsible for any delays beyond their control to include but not limited to shipping, freight, manufacturing, weather, etc.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. The property owner hereby releases IHAY, Inc. d/b/a The Fullers Company and its agents for any and all liability for damages to property due to unforeseen events or circumstances not caused or created directly by IHAY, Inc. d/b/a The Fullers Company or its agents. Furthermore property owner agrees not to seek relief from IHAY, Inc. d/b/a The Fullers Company or its agents for any and all damages unless directly caused by IHAY, Inc. d/b/a The Fullers Company or its agents. IHAY, Inc. d/b/a The Fullers Company is not responsible for any damage to any underground utilities or septic systems if they are not specifically marked or designated by the customer. Payments are due within 5 days of project or segment completion. Any payments not paid by their due date will be subject to an additional 2.5% daily interest or a collection fee of \$100, whichever is greater. In the event that a payment becomes beyond 30 days past due the property owner will be liable for collection costs and reasonable attorney's fees. Any dispute under this agreement that cannot be settled outside of court will be adjudicated under the laws of Massachusetts and in the appropriate Court within Dukes County. Payments are non-refundable except where specifically stated otherwise.

**We Propose** hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

*One Hundred and Forty-Seven Thousand Eight Hundred Dollars (\$147,800)*

Payment Schedule:

10% (\$14,780) deposit to schedule work and order pool shell (\$9,780 is refundable if building permit is denied and project cancelled before pool is shipped)

20% (\$29,560) payment to order pool equipment (non-refundable after equipment is ordered)

25% (\$36,950) payment before pool is shipped from manufacturer (non-refundable after pool ships)

20% (\$29,560) payment upon arrival of pool to island (not to house)

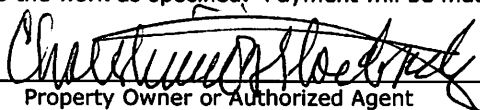
20% (\$29,560) payment on completion of pool installation (after tile/coping, before cleaning/balancing)

5% (\$7,390) payment on cleaning of pool, water balancing, client tutorial

Annual Maintenance \$850 each for start up and closing plus the cost of chemicals and \$160 per service for weekly maintenance plus the cost of chemicals. (a separate maintenance contract will be provided before regular service begins)

All payments to be paid within 5 days of being notified that the work has been completed. Any site or work inspections must be made within these 5 days. If final payment has not paid within 5 days then a penalty of 2.5% daily interest or \$100 per day, whichever is greater, shall be added to this balance and accumulate until full payment has been made including penalties.

**Acceptance of Contract:** 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.

Signature   
Property Owner or Authorized Agent

Date 7/25/23