

910 - 893-7525

mitter @ hett.com

Backyard Leisure, LLC
3501 Capital Blvd, Raleigh, NC 27604
Phone: 919-850-2200

A plan if dr. has part needed

This agreement made and entered into this 10th day of March, 2024 by & between Backyard Leisure LLC, a North Carolina corporation with its principal place of business in Raleigh, Wake County, North Carolina, hereinafter referred to as SELLER and

X Owner #1: Lindsay Johnson Owner #2: _____
Address: 364 Heathrow Dr. Subdivision: Hygroline at Robinson Creek
City: Spring Lake County: Holmes State: NC Zip: 28390
Phone: _____ Work: _____ Mobile: 936-379-9019
Email: Lindsay.City@backyardleisure.com

Hereinafter referred to as BUYER:

WITNESSETH:

Whereas, SELLER is in the business of selling swimming pools and other related products, and whereas, buyer is desirous of purchasing a swimming pool and other related products, both being more particularly described in particularly herein under title, DESCRIPTION OF GOODS AND SERVICES, from SELLER;

1) SELLER hereby agrees to sell and BUYER hereby agrees to purchase these goods and services described in paragraph 2 herein below, provided however that no unforeseen obstacles on BUYER'S property or local ordinances prevent SELLER from completing installation as set forth herein after on reverse side.

2) DESCRIPTION OF GOODS AND SERVICES:

Size & Shape: Palmetto, white shell, 14'7" x 30'6" x 5'9" deep

*Standard package includes: Pool Shell, Hand Rail for steps, 3 rung ladder, 500 sq ft concrete decking with poured edge, Pentair 1sp 1hp pump, Pentair Sand Dollar Filter, Pentair Intallichlor Salt System, Dolphin M400 Robotic Vacuum, 4 deck jets, Survey and Permits, Basic electrical up to \$5000, Start Up Chemicals, and Installation

Additional Work Agreed To: Heat pump (electrical is extra)

EXTRA LABOR INSTRUCTIONS: no other work is to be done if not in writing on this contract.

NOTICE TO BUYER(S)
BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the SELLER. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. This notice must be mailed to: BACKYARD LEISURE LLC 3501-124 Capital Blvd. Raleigh, NC 27604.

TERMS and CONDITIONS:

- A. All checks must be made payable to Backyard Leisure.
- B. Liability insurance coverage for property damages is provided.
- C. Backyard Leisure LLC Guarantees all work for one (1) year. With the exception of issues related to concrete (due to the nature of concrete pitting and cracking is always possible).

ARBITRATION: It is hereby understood that any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association. The award of the Arbitrators shall be final and binding. This agreement and any dispute relating thereof shall be Arbitrated in and construed under the laws of the State of North Carolina. It is understood that the seller and also the buyer are entitled to request any type of arbitration. Interest accrues on balances unpaid more than 30 days, at 18% per annum. If arbitration/legal action is necessary to collect monies owed, Buyer is responsible for Backyard Leisure's reasonable attorney fees and costs.

Total Contract Purchase Price: \$ 87,942.86

1. -

Deposit with contract* 25% \$ 21,985.71

2. Payment when Permits are approved 25% \$ 21,985.71

3. Payment when pool shell is delivered 45% \$ 39,574.29

4. -

Pool Start Up 5% \$ 4,397.15

*If customer cancels after step 1 but before step 2 for any reason the initial deposit will be refunded minus \$2500 to cover administrative costs. If customer's funding falls through they will be entitled to a full refund, but if they are approved for funding and request a refund afterwards then they will be responsible for the \$2500 fee.

*If SELLER is unable to get a permit approved for the project, BUYER will be refunded the initial deposit minus \$1500 for the survey, application fees, and legwork.

*Absolutely no cancellations after payment 2

Purchaser(s) each acknowledge receipt of a completed copy of this 4 page contract, and agrees to the content of all 4 pages.

By: Ryan Smith
 Title: Store Manager

X [Signature]
 (Buyers Signature)

[Signature]
 (Buyers Signature)

*If any additional cost is needed to properly perform the pool installation for any reason that is discovered after the pool design has been completed it will be the customer's responsibility to pay for those charges.

*If rock is hit during excavation, there will be a minimum charge of \$5000 for excavation and removal.

*In the event we hit water, there will be a minimum additional charge of \$2500.00 for labor and material

*If the electrical cost exceeds \$5000 the customer is responsible for any overage. Examples that could make the electrical expense more are: a run over 60 feet, additional amp service or subpanel being added, boring or trenching, additional lights, a heater, etc. Backyard Leisure would have no knowledge of any additional electrical costs until the electrician visits the site and provides an estimate.