



# Parrot Bay Pools & Spas

## Inground Swimming Pool Contract

County: <u>Harnett</u>	Subdivision: <u>Walnut Grove</u>	Sewage: <u>Septic</u>
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The undersigned owners ("Owner") Josh & Natasha Avignone hereby contract with Parrot Bay Pools & Spas ("Parrot Bay") for the installation described below at the price, terms and conditions hereinafter set forth. Owner warrants he owns the following described property.

Job Address: <u>28 Sawgrass Ct.</u>	City: <u>Bunnlevel</u>	Zip: <u>28323</u>
Email: <u>avignonejosh@gmail.com</u>	Email: <u>navignone70@gmail.com</u>	Mobile Phone: <u>919-478-3066 (Josh)</u>

Parrot Bay shall construct for Owner on said property an inground swimming pool at the location in accordance with the plans and specifications dated 6/7/25 and prepared by **Parrot Bay** -

Owner shall pay to Parrot Bay as consideration the total sum of \$ 85,202.92 less a down payment (due at contract signing) of 20% and payable as follows:

### PAYMENT SCHEDULE

To be Financed w/ upgrade Payment Schedule  
NCA

- A. \$ 42,601.46 upon signing contract (20%) 50% NCA
- B. \$ 34,081.17 upon permit approval or at time of signing if in-stock pool (40%)
- C. \$ 8,520.29 one week prior to scheduled pool install (40%) 10%

All payments must be in the form of a certified check. There are no returns on special order items. Owner agrees to make installment payments when due as set forth above. If not, Parrot Bay may discontinue work until the certain installment payment is paid in full and Owner agrees and consents to the fact that Owner will have to be worked back into the schedule without disrupting other jobs.

### Specifications

Pool Design: <u>R32</u>	Filter: <u>Sand</u>	Pump: <u>VS</u>
Handrail: <u>NIA</u>	Sanitation: <u>Salt</u>	Ladder: <u>NIA</u>
Lighting: <u>(1) LED Color Changing</u>	Heater: <u>NIA</u>	Crane for setting the pool up to \$550: <u>✓</u>
Pool Color: <u>Diamond</u>	Electrical Allowance: <u>1,958 allowance</u>	Manufacturer: <u>River</u>

Options: Hot Tub Black interior / Grey shell / soft cover FT510

Water Effects: <u>NIA</u>	Pool Cover: (Winter/Safety/Automatic) <u>NO</u>	Auto Cleaner: <u>yes, complimentary</u>
Flowable Fill: <u>NIA</u>	Start-up Chemicals: <u>military yes, complimentary</u>	Septic Fee: <u>NO</u>
Extra Loads of Water: <u>NIA</u>	Soil Removal: <u>TBD</u>	Site Access Fee: <u>NO</u>

Initial and Date: NCA 7 JUN 2025

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☐ Customer would like for Parrot Bay Pools to Subcontract the following: Estimated

	\$	
Electrical	\$ 1,958 allowance	
Large Crane	\$	
Fencing	\$	
Concrete	\$	

☒ Customer has opted to do the following on their own:

Electrical		
Large Crane		
Fencing		
Concrete		

- ❖ MCA Grading: All dirt removed from the pool will be left on site. All dirt removal and fill dirt will be an additional charge. Billing will be based on material and labor charge plus 25% contractor fee. All grading around the pool will be rough machine grade 3' out from the pool. In the case Parrot Bay spreads dirt around the yard, it will be charged at a rate of \$450 per hour. Parrot Bay is not responsible for any hand work respective to backfilling beyond the area or landscaping unless otherwise specified in this contract.
- ❖ MCA Parrot Bay must have access to the pool site. Owner agrees to remove any fencing prior to installation. Parrot Bay shall not be responsible for taking down or reinstalling any fencing. If Parrot Bay has to remove a portion of a fence, a charge may be incurred by Owner.
- ❖ MCA Start-up chemicals are not included in this contract unless otherwise stated in the "options" section of the contract.
- ❖ MCA Stump and/or Rock removal will be an extra cost and will be determined by the Parrot Bay on site.
- ❖ MCA Owner is responsible for and shall provide a proper plot plan and shall locate septic tank/lines if applicable. Parrot Bay is not responsible for septic lid or septic tank damage, if septic has not been visibly marked (all four corners) with flags and/or other materials.
- ❖ MCA Owner is responsible for and shall locate all sprinkler system related items. Parrot Bay will not be responsible for any damage to any portion of the sprinkler system.

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- ❖ Nca Owner is responsible for location of pump placement and the builder will place the pump where Owner designates. Any changes after pump and equipment has been placed will incur a minimum of \$3,500. (Please be certain of where you would like your equipment prior to installation)
- ❖ Nca Any and all Revisions made to positioning and/or location of the pool after permitting approval, will incur a \$1,200 fee, plus permitting fees.
- ❖ Nca Electrical is not included in the basic package unless billed for separately
- ❖ Nca Gas line/auto fill connection, if purchased, is the homeowners responsibility and will be paid directly to your mechanical/plumbing contractor.
- ❖ Nca Any backflow prevention required by the county is the homeowner's responsibility.
- ❖ Nca Owner is responsible for contracting and installing the concrete pool decking if not contracted with Parrot Bay within 30 days of the pool bonding. If you have a pool spa combo or an attached spa, you must have coping on the spa portion as well as the pool. In the event concrete has not been poured within 30 days, Owner is subject to additional fees for return visits made by Parrot Bay to repair any pool or plumbing movement. PB is not responsible for teaching concrete contractors about pools. Homeowners assume responsibility for who they hire in regards to the bond beam, bonding and concrete when they do not pay PBP for those items.
- ❖ Nca Any and all Change Orders must be received, ordered and paid for prior to Line B payment and/or at permit approval. Any change orders requested after that point will be subject to an \$1,800 change order fee, in addition to change order amount.
- ❖ Nca Owner will be provided one (1) pool cleaning. Any additional cleanings and/or training will be at additional expense.
- ❖ Nca Owner is responsible for immediately notifying the permit department when the pool fence and door alarm have been installed; in order to request Building 'Final' Inspection. If the permit expires, the homeowner is responsible for reopening the permit and any and all applicable fees.
- ❖ Nca Except for the initial deposit, all payments must be made in the form of a **certified check**.
- ❖ Nca Deposits are nonrefundable after 3 days of contract signing. Any pool not paid for (Line B) within 60 days of contract signing will require a new price quote on the contract. Any pool not installed within 135 days will require a new price quote.
- ❖ Owner acknowledges and hereby agrees Nca does not agree \_\_\_\_\_ to grant Parrot Bay permission to reproduce photographs and/or videos captured during the project; to be used for publications, new releases, online and in other related communications.

### **CONDITIONS AND AGREEMENT**

#### **1. OWNERSHIP AND AUTHORITY:**

Owner warrants he/she owns the land upon which the pool is to be located ("pool site") and that there are no other Owners. It is the responsibility of Owner to receive all approvals necessary from their homeowner's association and/or historical societies and any other organizations if necessary.

Owner also warrants that he/she is familiar with the location of their property lines and that the pool site is within said property lines and/or easements (if applicable) and is responsible to provide an accurate plot plan evidencing same.

Owner further agrees to defend, indemnify and hold harmless Parrot Bay, its employees, and/or its other agents from any liability to Owner or any third person for the acts, omissions, negligence, or willful conduct of Owner arising from pool construction that occurs beyond property lines or any liability due to zone changes, deed restrictions or association permits or fees.

#### **2. ACCESS AND OBSTRUCTIONS:**

Owner shall grant Parrot Bay necessary access to the pool site at Owner's cost. The access area provided shall be sufficient for delivery of equipment, personnel, and materials to the site. Owner grants Parrot Bay the right to store equipment, supplies and materials and any construction debris at the pool site during construction. Owner shall be responsible for the cost of removal of excavated dirt, if necessary, from the pool site. The Owner further grants Parrot Bay access to the full use of water and electrical on Owner's Property at no cost. In the event plants or fencing need removal to allow Parrot Bay to access the pool site, Owner agrees to remove same before installation and further agrees to replace any fencing once pool construction is complete for which Owner shall bear responsibility for all costs associated therewith. In addition, Owner shall hold harmless Parrot Bay, its employees, and/or its other agents from and

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assumes full responsibility for *damages* to driveways, fencing, walks, curbs, planting, lawn, sprinkler systems (and related items), hardscapes, landscapes, sidewalks, or septic tanks (shall be located by Owner), that may obstruct access during the pool construction. To the extent not covered hereinabove, Owner assumes the full responsibility for clearance of or damage to anything obstructing the area of access and/or construction on above or below ground. In the event access must be obtained over a third person's property, Owner agrees to be responsible for and to defend, indemnify, and hold harmless Parrot Bay, its employees, and/or its other agents from any liability for any damages resulting therefrom. Owner shall be responsible for any damages to any fence caused by removal and/or replacement. Owner agrees to and will be charged a trip charge of \$125 each time Parrot Bay is denied access to the subject property and/or access to the pool construction site.

Owner agrees to be responsible for the location and elevation of the pool and this Contract is based on the material assumption that the existing utilities are adequate and that there are no underground obstructions, underground water, hard, rocky, or filled ground, underground pipelines, or easements, and if any are discovered and necessitate additional labor, equipment or materials, said additional labor, equipment or materials shall be paid by Owner. The obstruction repairs will be billed at a minimum daily cost of \$4,000 per day. To the extent unidentified above, all runs of underground piping and utilities shall be entirely in soil and Owner shall be responsible for any extra labor, equipment and materials involved in running piping under driveways, patios, and walls, more than three feet in width. If Parrot Bay recommends a coil and the Owner does not want to pay the additional costs for the coil, the Owner must sign a statement to that effect or construction may be delayed.

In the event that caving sand, rock, or ground water is encountered and creates obstructions and/or construction problems then said extra costs will be computed and billed to Owner before construction resumes. (Minimum \$4,000.00 + materials) Costs of removing any underground obstacles such as septic tanks, lines, sprinkler systems, stumps, etc. shall be paid for by the Owner. Payment is required prior to the removal of the aforementioned or installation of a needed coil due to underground water. Refusal and/or failure to provide necessary access to and/or remove obstructions from the pool site shall be deemed a material breach of this Contract by Owner for which Parrot Bay may seek and recover damages pursuant to this Contract and as allowed by applicable law.

3. WATER INTRUSION, SETTLING, AND RETAINING WALLS:

If it is recommended that a retaining wall be installed, it must be installed before backfilling the pool and pouring the concrete deck. If the Owner does not want to install a retaining wall, Parrot Bay will not be responsible for the integrity of the pool or concrete decking. Parrot Bay is not responsible for installing the retaining wall unless specified in this contract. Any extra backfilling to accommodate for a retaining wall will be charged to Owner at an additional cost.

The Owner is responsible for drainage in the yard and around the pool.

Shifting of ground under the pool and or pool settling in no form will be construed as a warranty or workmanship issue. Owner understands sod must be laid immediately upon pool completion to prevent erosion.

4. CHANGE ORDERS:

Any change or addition to this original Contract desired by the Owner or required as stated herein shall be made in writing at price and terms as mutually agreed upon which shall be sufficiently detailed as to minimize interference with ongoing construction. The Contract price will be adjusted accordingly. Additional costs for such changes will be due in full prior to work resuming and paid for immediately upon written request.

Likewise, if any requests or requirements are made by a lender, public body, or any inspector for change or addition to the work covered by this Contract, the Contract price will be adjusted accordingly. Additional costs will be the responsibility of Owner and due in full prior to work resuming and paid for immediately upon written request.

Owner shall not incur any expenses to be charged to Parrot Bay or credited against this Contract without previous written approval by Parrot Bay.

5. POOL EQUIPMENT:

Parrot Bay retains title to all pool equipment until purchase price and any extras are paid in full. Owner shall have no interest in pool construction equipment brought to the job. A reasonable charge will be made to Owner and paid by Owner to reinstall any equipment removed under this agreement. The Owner covenants and agrees that said equipment shall be deemed the contractor's personal property although the said equipment may in some manner be affixed to the Owner's real property, and in the event of default by the Owner, said equipment may be freely severed from the property by Parrot Bay, its agents, its successors, and/or assignees without any interference. Natural Gas or Propane Heaters will be plumbed in with the pool by Parrot Bay. It is the Owner's responsibility to have the gas company tie the line into the pool heater.

6. EMPTYING OF POOL:

Parrot Bay does not recommend emptying any pool of any amount of water without the aid of a trained professional. Parrot Bay is not responsible for any damage caused by the emptying of the pool by anyone other than Parrot Bay. Do NOT EVER take water out of your pool prior to a storm or for any reason without a trained professional. In the event the pool must be emptied during construction or for a warranty issue the cost of water is to be paid for by Owner.

7. CONCRETE, GEORGIA BUGGIES, CONCRETE PUMPING:

Limited access to the backyard for concrete trucks will require a concrete pump and/or georgia buggy.. If this must be used the minimum charge is \$1200 per use. Pumps are billed out by the job/hour/ and number of yards of concrete plus 25% General Contractor fee. This can be handled by the concrete company. Concrete is functional only. Concrete can and will crack. There is no warranty on concrete.

8. PERMISSIBLE DELAYS:

Parrot Bay agrees to start and diligently pursue work to completion. Parrot Bay shall not be responsible for delays due to weather, change orders, financing, and/or electrical or inspection delays.

9. INSURANCE:

Parrot Bay shall carry workman's compensation and liability insurance, and owner shall likewise keep and maintain adequate insurance against injuries not caused by Parrot Bay. **Owner shall procure "all risks" insurance at own expense and before the commencement of pool construction with course of construction, theft, vandalism, and malicious mischief endorsements attached, in an amount at equal to the contract price. The insurance shall name the Parrot Bay and any subcontractors as additional insureds, and will be written to protect Owner, Parrot Bay, and subcontractors as their interest may appear.**

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10. **SAFETY PRECAUTIONS AND HAZARD:**

Owner is responsible for safety precautions during pool construction. Parrot Bay shall not be liable for safety hazards on the Owner's property. Owner is also responsible for ensuring their fencing meets current state and local codes. Approval of the work by inspecting governmental agencies or use of the pool by Owner is deemed to be completion of the work in a workmanlike manner.

11. **GOVERNMENTAL REQUIREMENTS:**

Any special engineering plans, septic tank/line movement, soil tests, or surveying and the like which may be required by a government authority or as a result of unforeseen circumstances shall be paid for by Owner. Some Counties have additional inspection requirements outside of the scope of work and any requirements will be an additional cost to the homeowner.

12. **MISCELLANEOUS:**

Maintenance, fill water, water treatment, and specialty chemicals are not part of or covered by this Contract. Broom finish and/or stamped concrete is functional in nature and not decorative. Parrot Bay assures the concrete around the pool is functional but cannot guarantee perfection in regards to concrete. I understand if I did not contract Parrot Bay to install my concrete PB cannot be held responsible for the performance, quality or outcomes of the concrete and items around which the concrete was poured.

13. **REFUNDS:** Any refunds for overpayments will be given once the final inspection is complete to assure there are no change orders and no further fees associated with reinspections on the homeowners behalf.

14. **DAMAGES AND/OR REMEDIES:**

**Parrot Bay:**

If Parrot Bay has fully completed its work, Parrot Bay shall be entitled to recover the full Contract price set forth herein. If Owner repudiates this Contract by refusing and/or failing to pay an installment payment or is otherwise in material breach of this Contract and Parrot Bay has substantially completed this Contract [see Paragraph 16 below] Parrot Bay may suspend or terminate performance of the pool construction and be entitled to recover the entire contract price, less the cost of repair or completing the remainder of the pool construction and seek and recover any and all consequential and incidental damages suffered.

If the Owner's breach occurs prior to substantial completion of this Contract and further prevents Parrot Bay from completing this Contract, Parrot Bay shall be entitled to recover from the Owner that portion of this Contract balance earned by Parrot Bay plus Parrot Bay's lost or anticipated profits. Any such profits are calculated as the Contract price less Parrot Bay's costs of completion.

If Owner delays, disrupts, interferes, or wrongfully prevents pool construction by Parrot Bay, such actions shall constitute a material breach of contract and, in addition to and/or to the extent not covered hereinabove, Parrot Bay shall be entitled to recover the costs incurred as the result of such actions.

If Owner is in breach of any term set forth in this Contract that requires Owner to incur certain extra costs (materials, equipment and/or labor) not amounting to a material breach, Parrot Bay may suspend work until said costs have been paid, after which Parrot Bay shall complete its work.

Owner shall pay all court costs and reasonable attorney fees incurred by Parrot Bay for enforcement or collection of this Contract.

Any past due balance shall incur an interest rate of 8.00% per annum until paid in full.

Any deposit paid by Owner shall be forfeited upon any breach of this Contract by Owner as representing a reasonable estimate of preliminary costs incurred by Parrot Bay immediately upon signing this Contract.

**Owner:**

If certain defects or omissions committed by Parrot Bay are such that they may be remedied without the destruction of any substantial part of the pool installation by Parrot Bay, Owner is entitled to the cost of repair or making the work conform to the Contract. Under the cost of repair or completion method, the measure of damages is the cost of labor and materials necessary to make the pool conform to this Contract.

If substantial completion of this Contract has been performed such that the work substantially conforms to the specifications of this Contract and a substantial part of the work must be undone or destroyed to make the pool fully conform resulting in economic waste, Owner may not recover the costs of repair or completion. In this instance, Owner may recover the difference in value between the value of the pool contracted for and the value of the pool as built. The value measure is to be used only where the pool substantially conforms to this Contract's specifications and only a minor defect exists which does not substantially lower the value of the pool.

15. **FORCE MAJEURE AND OTHER DISCLAIMER:**

Parrot Bay shall not be held liable for any damage to installation or delays resulting from storms, fires, floods, landslides, earthquakes, swelling ground, war, governmental controls, or strikes or any other accidental or natural causes beyond its control. If the project is destroyed or damaged by storms, fires, floods, earthquakes, swelling ground, war, governmental controls, strikes, theft or vandalism, or any other accidental or natural causes beyond Parrot Bay's control, Owner shall be responsible for all costs including but not limited to materials and cost of labor associated with the repair and replacement.

16. **LIMITED WARRANTY:**

Parrot Bay hereby warrants that all materials and workmanship shall be new and warranted and free from defects, unless otherwise set forth hereunder, for one (1) year from the date of this Contract.

This warranty does not extend to or cover any shifting or settling of the earth in excavation or pool area, under pool base, shell, liner, concrete deck, or footing for any reason whatsoever. Groundwater under the pool floor is an act of God and settling of the pool floor is not covered under warranty and is expressly disclaimed. Owner understands and agrees there is no warranty covering concrete. All warranties are void if the homeowner drains the pool. Contractor does not make any express warranties with respect to materials manufactured by third parties. Any warranty on piping, pumps, filters, heaters, or other items not winterized by Parrot Bay Pools & Spas will be fully void, and Owner fully agrees that Parrot Bay will be held harmless for such damage described in this paragraph without exception. Vinyl liner pools have a tendency for the liner to expand and contract with the temperatures. Owner understands the liner "popping out" is not considered a defect and will be charged a service fee to tuck the liner back in. If the cantilever is poured Owner understands and agrees it can be rough and uneven.

Defects caused by damage or unreasonable use and care by Owner are not covered by this Limited Warranty. Such damage or unreasonable use and care by Owner shall include, but is not limited to, failing to provide reasonable and necessary maintenance, damage to pool equipment, discoloration due to improper or inadequate use of chemicals, neglect by the Owner or the Owner's agents or invitees, and/or any work performed by others not a party to this contract.

Initial and Date: Nca 6/7/25



Certain mechanical and/or product defects are only covered in the manufacturer's warranty. These may include, but are not limited to, mechanical and/or material defects in product assemblies and units such as pumps, filters, heaters, motors, liners, fiberglass shells and accessories purchased by Parrot Bay for use in the pool installation. Consult the manufacturer's warranty guide for additional and specific coverage items. As set forth hereinabove, such mechanical and/or product defects are covered in the manufacturer's warranty only and are not covered under this Limited Warranty. Labor performed by Parrot Bay involving the manufacturer's warranty and mechanical and/or product defects covered therein will be charged to Owner unless otherwise specified in this Contract.

Use of pool prior to signing our completion certificate shall render this Limited Warranty, as described herein, void.

Approval of the work by inspecting governmental agencies or use of the pool by Owner is deemed to be completion of the work in a workmanlike manner.

This Limited Warranty does not become effective until the Contract price is paid in full including any extras and additions.

**17. SUBSTANTIAL COMPLETION AND ACCEPTANCE OF WORK:**

Owner shall provide water to fill the pool and Parrot Bay shall set the equipment. When water is started in the pool, this Contract will have been substantially completed. Use of pool denotes acceptance of work.

**18. CONSTRUCTION AND SEVERABILITY:**

This Contract shall be construed and interpreted to effectuate the intent of the Parties in connection herewith. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract.

**19. VOLUNTARY ACT:**

The Parties acknowledge, represent and agree, that they have read this Contract and the documents referenced herein in their entirety, and have signed the same as their respective free and voluntary act.

**20. NO WAIVER:**

Any failure to enforce any provision of this Contract shall not constitute a waiver thereof or of any other provision.

**21. CONFLICT BETWEEN PLANS AND CONTRACT:**

Conflicts between construction plans and this Contract shall be resolved in favor of the terms of this Contract.

**22. ENTIRE AGREEMENT:**

This Contract document contains the entire agreement between the Parties with respect to the pool construction and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral. The Parties affirmatively state and represent that no statement, representation, or warranty not contained in this Contract has been relied upon to affix their signatures hereto or to agree to any of the terms, conditions or provisions of this Contract. The terms of this Contract may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any subsequent judicial proceeding to interpret this Contract. This Agreement may not be altered, amended, modified or rescinded in any way except by a written instrument duly executed by the Parties.

**23. DISPUTE RESOLUTION PROCEDURE**

Homeowner agrees any dispute arising out of this agreement shall be resolved by mediation.

Procedure: If a dispute arises between the Parties relating to this Contract, the Parties agree to use the following procedure:

- (a) A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute and to bear equally the costs of the mediation. The Parties agree to use the services of a mediator certified by the Dispute Resolution Commission of the State of North Carolina. The selection of a mediator shall be by mutual agreement of the Parties, such agreement not to be unreasonably withheld.
- (c) The Parties agree to participate in good faith in the mediation process.

By initialing in the space below you are giving up any rights you might possess to have the dispute litigated in court or jury trial including rights to discovery and appeal. I (we) have read and understand the foregoing and agree to submit disputes we have through mediation.

Initials NCA

**24. BINDING EFFECT:** This Contract is not binding upon Parrot Bay until it is signed by an authorized officer or representative of Parrot Bay.

IN WITNESS WHEREOF, the Parties, having read the foregoing Contract and fully understanding it, voluntarily execute this Contract effective this 7 day of JUN 20225 in duplicate and the copy to be as the same legal effect as the original.

HOMEOWNERS:

Nateha C. Arignone

Owner

Owner

PARROT BAY POOLS & SPAS, INC.:

Initial and Date: NCA 6/7/25



BY:

TITLE:

If the customer has any questions and/or concerns, please list them here:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Please list responses to each question or concern.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

All questions and concerns have been answered to the customers' understanding and satisfaction.

☒ Yes    ☐ No    If no questions or concerns    ☐

Initial and Date: Mca 6/7/25

Customer Signature and Date:

I have read and understand the contract and all of my questions and concerns have been addressed to my satisfaction.

Melinda C. Raignone

Owner

Owner

Initial and Date: \_\_\_\_\_