

SWIMMING POOL CONTRACT

I. **THE PARTIES.** This Swimming Pool Contract ("Contract") made on _____, 20____ is by and between:

Contractor: _____, with a mailing address of _____ ("Contractor"), and

Client: _____, with a mailing address of _____ ("Client").

The Contractor and the Client are each referred to herein as a "Party" and collectively as the "Parties."

II. **SCOPE OF WORK.** The Contractor is hired to provide (check all that apply):

- **Swimming pool design.**
- **Swimming pool renovation.**
- **Construction of a new pool.**
- **Ongoing pool maintenance.**
- **Other:** _____

Hereinafter referred to collectively as the "Services."

III. **COMPENSATION.** In consideration for the Services to be performed by the Contractor, the Client agrees to pay the following: (check one)

- \$_____ / Hour.
- A lump sum of \$_____.
- Other: _____

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

IV. **DEPOSIT.** As part of this Contract, the Contractor requires: (check one)

- **A Deposit.** \$_____ is required at the time of signing this Contract. The amount shall serve as consideration.
- **No Deposit.** There is no money due at the time of signing this Contract. The good faith promise of performing under this Contract, by both Parties, shall serve as consideration.

V. **TERMS OF PAYMENT.** The Client will be responsible to pay the Contractor for the Total Amount upon: (check one)

- **Receipt of Invoice.** The Client shall have ___ days to pay.
- **Specific Date.** The Client is required to pay the Total Amount by _____, 20____.
- **Other:** _____

VI. **METHODS OF PAYMENT.** The Contractor's acceptable methods of payment are as follows: (check all that apply)

- **Cash**
- **Check**
- **Credit Card**
- **Venmo**
- **Other:** _____

VII. **LIABILITY INSURANCE.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

VIII. **PERMITS.** The responsibility for obtaining required permits in accordance with all applicable laws and regulations falls to the Contractor exclusively. The proposed project schedule shall account for permit approvals timelines and contingencies.

IX. **TERMINATION.** This Agreement shall terminate: (check one)

- Upon completion of services.
- On the following date: _____, 20____.
- Other: _____

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

X. **INDEPENDENT CONTRACTOR.** It is agreed that the Contractor will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.

XI. **ASSIGNMENT AND DELEGATION.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a

subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

XII. TAXES. Any taxes due as part of the Contractor providing their Services in this Contract are the sole responsibility of the Contractor.

XIII. INDEMNIFICATION. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. CONFIDENTIALITY. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

XV. SEVERABILITY. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XVI. GOVERNING LAW. This Contract shall be construed and governed in accordance with the laws located in the State in which the Services take place.

XVII. ADDITIONAL TERMS & CONDITIONS. _____

XVIII. ENTIRE CONTRACT. This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

XIX. EXECUTION. The Contractor and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

Contractor's Signature: _____

Print Name: _____

Client's Signature: _____

Print Name: _____