Pool Construction Contract

This **Pool Construction Contract** (“***Contract***”) is entered into as of _____ by and between the following parties:

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Owner

_____

_____ _____

_____ _____ _____ _____

_____ _____

Contractor and Owner are each a “***Party***” and together the “***Parties***.”

1. Project and Property

Owner engages Contractor to construct an in-ground swimming pool and related improvements at _____ _____ _____ _____ _____ _____ (“***Property***”). Contractor accepts the engagement under this Contract.

The project includes the pool type, dimensions, finishes, equipment, features, and work described below:

Project Item	Description
Pool Type	
Approximate Dimensions	
Pool Finish	
Decking	
Equipment	
Water Features	
Additional Work	
Excluded Work	

Contractor will perform the work in a professional manner and in accordance with the plans, specifications, and selections approved in writing by both Parties.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

2. Contract Price

Owner will pay Contractor a total contract price of _____ ("***Contract Price***"), subject to approved written change orders.

The Contract Price includes the labor, materials, equipment, and services necessary to complete the stated scope of work, except for items expressly identified as excluded or subject to change under this Contract.

3. Payment Schedule

Owner will make payments according to the following schedule:

Payment Milestone	Amount	Due Date
Deposit upon signing		
Excavation and site preparation		
Structural installation or shell completion		
Equipment installation		
Interior finish and final completion		

Payments are due within _____ days after Contractor issues an invoice or reaches the applicable milestone. Contractor may suspend work after providing written notice if an undisputed payment remains unpaid beyond _____ days after its due date. Any suspension may extend the project schedule and increase costs reasonably caused by the suspension.

4. Permits and Approvals

Contractor will obtain permits required for the work unless this Contract states otherwise. Owner will provide reasonable cooperation, including access to the Property, property records, approvals, and signatures required for permit applications.

Owner is responsible for obtaining approvals from homeowners' associations, neighborhood associations, lenders, or other private parties that have authority over the Property, unless Contractor agrees in writing to perform that task. Delays resulting from approval processes outside Contractor's control will extend the project schedule.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

5. Project Schedule

Contractor expects to begin work on or about _____ and substantially complete the project on or about _____. These dates are estimates and may change because of weather, site conditions, material availability, inspections, permit delays, change orders, Owner delays, utility issues, labor shortages, or other circumstances beyond Contractor's reasonable control.

Contractor will notify Owner of material scheduling changes and will use reasonable efforts to complete the work promptly.

6. Site Access and Owner Responsibilities

Owner will provide Contractor and its subcontractors reasonable access to the Property during normal working hours and will keep the work area reasonably clear of vehicles, personal property, pets, and unauthorized persons.

Owner will identify known underground utilities, irrigation lines, drainage systems, septic systems, wells, easements, underground structures, and other concealed conditions that may affect the work. Owner represents that Owner has authority to authorize the work at the Property.

Owner is responsible for protecting or removing landscaping, hardscaping, structures, personal property, and other items located near the work area unless their removal or protection is expressly included in the scope of work.

7. Site Conditions and Unforeseen Conditions

The Contract Price is based on visible conditions and information available before construction begins. If Contractor encounters concealed or unforeseen conditions, including rock, groundwater, unstable soil, buried debris, unmarked utilities, contaminated materials, unsuitable access, or drainage issues, Contractor will notify Owner.

The Parties will address any resulting additional cost, work, or schedule impact through a written change order before Contractor proceeds with the affected work, unless immediate action is reasonably necessary to protect persons or property.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

8. Changes to the Work

No change to the scope of work, Contract Price, materials, design, or schedule is effective unless documented in a written change order signed by both Parties.

Each change order must describe the change, state the adjustment to the Contract Price and schedule, and identify any additional terms that apply. Contractor is not required to perform changed or additional work until the Parties approve the applicable change order.

9. Materials and Substitutions

Contractor will provide materials consistent with the agreed selections and specifications. If a specified material becomes unavailable, discontinued, delayed, or materially more expensive due to circumstances beyond Contractor's reasonable control, Contractor may propose a reasonably comparable substitute. Any substitution that materially affects appearance, function, or price requires Owner's written approval.

Natural variation in color, texture, pattern, finish, and appearance of stone, tile, plaster, concrete, and other construction materials is not a defect.

10. Subcontractors

Contractor may engage qualified subcontractors to perform portions of the work. Contractor remains responsible for managing the work of its subcontractors in accordance with this Contract.

11. Insurance and Risk of Loss

Contractor will maintain commercially reasonable general liability insurance and workers' compensation coverage where required by law. Upon reasonable request, Contractor will provide evidence of coverage.

Owner will maintain property insurance for the Property and existing improvements. Until the project is substantially complete, each Party is responsible for loss or damage caused by its own acts or omissions.

12. Safety

Contractor will take reasonable safety precautions for the work. Owner acknowledges that an active construction site presents hazards. Owner will keep children, guests, pets, and unauthorized persons away from the work area.

Following completion, Owner is responsible for maintaining required barriers, gates, alarms, covers, supervision practices, and other safety measures for the pool. Contractor does not guarantee that the completed pool eliminates risks of injury, drowning, or property damage.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

13. Inspections and Substantial Completion

Contractor will coordinate required governmental inspections that are included in its scope of work. "**Substantial Completion**" occurs when the pool is sufficiently complete for its intended use, subject to minor corrective items that do not materially affect safe use or operation.

Within _____ days after Contractor gives notice of Substantial Completion, Owner will inspect the work and provide a written list of items that do not conform to this Contract. Contractor will correct valid items within a reasonable time. Owner will not unreasonably withhold final payment because of minor incomplete or corrective items.

14. Warranty

Contractor warrants that its workmanship will conform substantially to this Contract for a period of _____ years from Substantial Completion. During the warranty period, Contractor will repair workmanship defects reported in writing within a reasonable time.

Manufacturer warranties for pool equipment, finishes, and materials belong to Owner to the extent transferable. Contractor will provide available warranty documentation upon final payment.

This warranty does not cover normal wear, fading, cracking caused by soil movement or settlement, damage caused by freezing, improper water chemistry, inadequate maintenance, misuse, unauthorized repairs, natural disasters, or conditions outside Contractor's control.

15. Owner Maintenance and Operation

After Contractor completes initial startup, Owner is responsible for maintaining proper water chemistry, cleaning, winterization, operation, and routine service unless the Parties enter into a separate written maintenance agreement.

Contractor will provide reasonable instructions for operating installed equipment. Owner's failure to follow manufacturer instructions or recommended maintenance practices may void applicable warranties.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

16. Lien Rights and Payment Protection

To the extent permitted by applicable law, Contractor and subcontractors may have legal rights to secure payment for labor and materials supplied to the project. Upon Owner's request and as permitted by law, Contractor will provide appropriate lien releases or waivers in connection with payments received.

Owner will not make direct payments to subcontractors or suppliers for work covered by this Contract unless Contractor provides written authorization.

17. Default and Termination

Either Party may terminate this Contract for material breach if the other Party fails to cure the breach within _____ days after receiving written notice describing the breach.

Owner may terminate this Contract without cause by providing written notice to Contractor. In that event, Owner will pay Contractor for completed work, materials ordered or delivered, non-cancelable commitments, reasonable demobilization costs, and other amounts properly due through the termination date.

Contractor may terminate this Contract if Owner fails to make an undisputed payment, denies reasonable site access, or otherwise materially interferes with performance and does not cure the issue within _____ days after written notice.

Upon termination, Contractor will secure the worksite in a reasonable manner. Owner remains responsible for all amounts due under this Contract.

18. Limitation of Responsibility

Neither Party is liable to the other for indirect, incidental, special, or consequential losses arising from this Contract, including lost use or loss of enjoyment, except where applicable law does not permit that limitation.

Nothing in this Contract limits liability for intentional misconduct, fraud, unpaid amounts properly due, or obligations that cannot legally be limited.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

19. Indemnification

Each Party will be responsible for claims, losses, damages, and expenses, including reasonable legal fees, arising from that Party's negligent acts, willful misconduct, or breach of this Contract. This obligation applies only to the extent permitted by applicable law.

20. Dispute Resolution

The Parties will first attempt in good faith to resolve any dispute through direct discussions between authorized representatives. If the dispute is not resolved within _____ days, either Party may request nonbinding mediation before pursuing other available remedies.

21. Governing Law

This Contract is governed by the laws of _____, without regard to conflict-of-law rules. Any court proceeding arising from this Contract must be brought in a court with proper authority located in _____, unless applicable law requires another venue.

22. Notices

Any notice required under this Contract must be in writing and delivered personally, by recognized courier, by certified or registered mail, or by email with confirmation of receipt, to the addresses in this Agreement or to another address a Party designates in writing.

23. Entire Agreement and Amendments

This Contract, including signed change orders, contains the entire agreement between the Parties concerning the project. It replaces prior discussions, proposals, and representations relating to the project.

Any amendment must be in writing and signed by both Parties. A delay or failure to enforce a provision does not waive that provision.

24. Severability

If a provision of this Contract is found unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

25. Electronic Signatures

The Parties agree that electronic signatures and electronically delivered copies of this Contract are valid and enforceable to the same extent as original handwritten signatures, where permitted by applicable law.

Signatures

By signing below, the Parties confirm that they have read, understood, and agreed to this Contract.

Contractor

Name

Date

Signature

Owner

Name

Date

Signature

Jotform

Automatically create polished, fillable and signable documents

Clone the document for free!

Jotform

This document is a PDF copy of **Pool Construction Contract** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.

Edit PDF

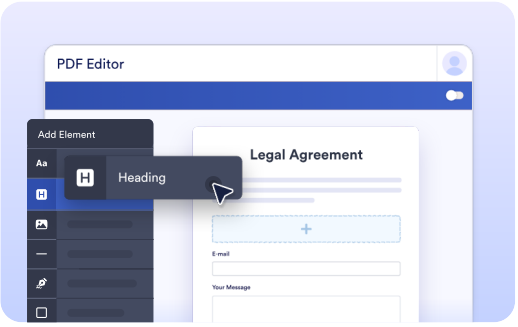
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

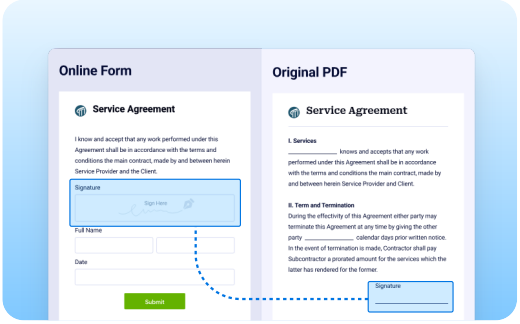
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.