

**PADDUCK POOL BUILDERS, INC.**  
**SWIMMING POOL CONTRACT**

Home 584TH O. BOX 5101, ALBANY, N.Y.  
 611 - Belle St. Albany, N.Y.  
 13000-00

Proposed 2600

Residence 611 - Belle St. Albany, N.Y. 12204

Van Abdusville NY

The undersigned owner of the real property located at Van Abdusville NY hereinafter referred to as Owner, hereby contracts with the Paddock Pool Builders, Inc., hereinafter referred to as Contractor, for the installation of one Paddock swimming pool at said location for the sum of Thirteen thousand and no/100 Dollars (\$ 13,000.00)

Payable as follows: 20% on the execution of this contract; 65% on the completion of guniting; 10% when pool is marcted; and 5% within 30 days after final acceptance thereof (as hereinafter provided). Should owner cause impossibility of performance, deposits shall be retained in satisfaction of preliminary costs. The location, size and specifications covering this pool shall be as set forth below and also as set forth in the attached "Supplementary Contract and Pool Specifications" and "Supplementary Plans to Pool Contract" and which by this reference are made a part hereof.

Location Per Plans -  
 Shape Custom Maximum Width 25' Maximum Length 60' Maximum Depth 9'-6" Minimum Depth 12"

Owner's Responsibility pertaining to this contract is as follows:

1. Owner assumes all responsibility for the location and elevation of the pool and for the pool and all other construction covered under this contract being within his property lines and not in violation of set back or other building restrictions and agrees to obtain any necessary construction and building permits at his expense. The Owner agrees to save and hold the Contractor harmless from any liability to the Owner or any third person arising from construction beyond property lines or any liability due to zone changes or deed restrictions.
2. Owner agrees to provide and be responsible for adequate and substantial roadway and ingress and egress to the pool site and also to provide adequate working area. In the event of any delay in the construction caused by the Owner, or for additional material and labor required for corrective measures necessitated by unknown underground conditions including but not limited to the removal or re-routing of underground pipe lines and conduits; removal of masonry; removal, refilling and compaction of ground of inadequate bearing capacity; excavation in rock, hard pan, quick sand or other material requiring the use of additional labor, machinery, and materials; the diversion or sealing off of water seepage; or for changes or additions to the pool structure or other installations necessitated by such conditions, the Owner agrees to pay on the basis of actual labor, materials and overhead plus ten (10%) per cent, and regarding such items Owner agrees that the Contractor has no superior knowledge of the conditions requiring said additional work and that payment for said additional labor and materials will be due and payable on completion thereof and presentation of invoice thereof.
3. Owner agrees to prepare the site for the pool, including the removal or protection of trees, vegetation, pipe lines or other improvements, as directed by the Contractor, unless otherwise provided herein.
4. Owner agrees to furnish electric power and water to the construction site for use by the Contractor during construction, and if the electric current from the existing panel or the lines nearest the deep end of the pool handling water and/or sewage are not adequate to operate the pool, the cost of making them so shall be paid by the Owner.
5. Owner shall be responsible for moist curing of pool plaster and/or finish coats in accordance with contractor's written instructions.

General Conditions pertaining to this contract are as follows:

1. Owner agrees to submit credit references in an effort to establish an open account with the Contractor, however if at any time prior to the fulfillment of the contract, the Contractor deems it to be advisable, the Owner agrees to enter into an escrow agreement with the Contractor under which the entire unpaid balance of the contract price will be placed in escrow, and to pay any fees connected therewith.
2. Delays caused by act of God, strikes, violence, or other reasons beyond the control of the Contractor shall not be a breach of this contract on the part of the Contractor and the time of completion shall be extended to compensate for said delays.
3. The Contractor shall carry workmen's compensation insurance and contractor's insurance with \$100,000-\$300,000 bodily injury and \$100,000 property damage coverage and shall furnish a certificate upon request of Owner showing such insurance.
4. Sodding, seeding, fine grading and landscaping are not to be provided by the Contractor and Contractor assumes no responsibility for top soil or sod, unless otherwise stated herein.
5. Contractor shall provide the plans and specifications for the pool, and decisions pertaining to structural or mechanical quality shall be made by the contractor.
6. Invoices shall be due and payable upon presentation, and delinquent payments shall bear interest at the rate of 6% per annum from date of invoice and if suit is filed to enforce payment the Owner will pay reasonable attorney's fees and court costs.
7. Any changes or deviations from the terms of this contract will not be valid unless put in writing on separate work order signed by Owner and Contractor, and Owner assumes responsibility for the cost of any delay or additional work caused by said changes. In the event payments as herein specified are not paid, Contractor may discontinue work until such payments are paid before completing its work, with a corresponding extension of any completion date.
8. In the event of a conflict between this contract and the "Supplementary Contract and Pool Specifications" or the "Supplementary Plans to Pool Contract", the terms of this contract shall control.
9. When pool is filled with water and placed in operation by an authorized representative of the Contractor, this contract shall have been completed and before the Owner shall use the pool, he shall execute, at the Contractor's request, a certificate of final acceptance of the pool and the completed performance of this contract by the Contractor to the Owner's satisfaction. If the Owner shall use the pool before the execution of a certificate of final acceptance, such use shall be deemed to constitute the Owner's full acceptance of the pool and the completed performance of this contract to the Owner's satisfaction.
10. If price is not paid in accordance with this contract, Contractor may without notice enter the Owner's premises and repossess any pool equipment and accessories included in this contract, and will apply reasonable value of said equipment and accessories against any unpaid balance due. Owner shall have no interest in construction equipment brought to job.
11. Contractor shall not be responsible for damages to equipment installed by it under this contract, or to the pool, or for discoloration of the pool, or for other consequences resulting from improper or inadequate use of chemicals or from neglect or misuse by the Owner, his agents or invitees, nor does the Contractor assume any liability for any work performed by others and not a part of this contract.

**WARRANTY:** Paddock Pool Builders, Inc. warrants that all materials used in completing the installation contracted for herein will be new and of high quality, that all work will be done in a competent and workmanlike manner, that if any substantial defect occurs in the workmanship or materials, it will be remedied without cost to the Owner if written notice thereof is given to the company within one year after performance of such work. Assemblies or units, (such as heaters, pumps and motors, etc.) and standard fittings or accessories purchased by Paddock Pool Builders, Inc. for use in this installation are subject only to the extent of manufacturer's guarantee. Walks and decks are not part of the pool structure and are specifically excluded from this warranty. The foregoing agreement in respect of warranties is in lieu of all other warranties or guarantees, expressed, implied, or statutory. It is specifically understood and agreed that no claims may be filed under this warranty and no obligation to make adjustment thereunder will accrue until the full indebtedness of the Owner to the Paddock Pool Builders, Inc. is paid.

The above contract shall be null and void unless accepted within 10 days following the date submitted. The original contract signed by the Owner shall become binding upon Paddock Pool Builders, Inc. only after it has been received at the home office and signed by an authorized executive of Paddock Pool Builders, Inc.

This contract together with the "Supplementary Contract and Pool Specifications" and "Supplementary Plans to Pool Contract" attached hereto constitute the entire agreement with full understanding of all conditions contained herein by Owner and Contractor being evidenced by their execution thereof and no changes to this contract are to be assumed, intended, or implied orally.

Accepted by: Charles Sperry Owner  
 Home address 78 Stackton St. NY  
 Office Phone WA 4-2100 ext. 2332  
 Date April 3, 1962

Submitted by: PADDUCK POOL BUILDERS, INC.  
 Date April 3, 1962  
 Approved by: [Signature] Authorized Signature

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