

SWIMMING POOL CONTRACT

HOME IMPROVEMENT CONTRACT APPLICABLE TO SWIMMING POOLS OR SPAS
(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 8170 as amended)

AGREEMENT BETWEEN DIRECT CONTRACTOR AND PROPERTY OWNER

The Notice of Cancellation may be mailed to the address of the direct contractor as shown below:

_____	And	_____
(Direct Contractor's Name)		(Owner's Name)
_____		_____
(Direct Contractor's License Number)		(Owner's Mailing Address)
_____		_____
(Direct Contractor's Address)		(City, State & Zip)
_____		_____
(City, State & Zip)		(Owner's Phone)
_____		_____
(Direct Contractor's Telephone - FAX)		(Owner's FAX)
Email _____		Email _____
(Direct Contractor's)		(Owner's)

WORK TO BE PERFORMED AT: _____

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

DIRECT CONTRACTOR will furnish all labor and materials, sales taxes, hoisting, transportation, supervision, coordination, communication, shop drawings and storage to complete in a good, workmanlike and substantial manner the following swimming pool work, according to and including the following specifications. This description must also include plan and scale drawings showing the shape, size, dimensions and the construction and equipment specifications.

Width: _____ (max.) Length: _____ (max.) Perimeter: _____ (max.)

Water Surface Area: _____ (max.) Depth: _____ to _____ to _____

(The Swimming Pool Construction Contract Specifications, Form 203SC, is incorporated herein and made a part of this contract, as are owner approved scaled drawings which show the shape, size and dimensions of the swimming pool, hot tub and/or spa to be built.)

Substantial commencement of work under this contract is described as: _____

Approximate Start Date: _____ Approximate Completion Date: _____
(Work will begin) (Work is to be completed)

CONTRACT PRICE: \$ _____ DOWNPAYMENT: \$ _____
(Owner agrees to pay Direct Contractor total cash price) (If any; if not applicable, put "none")

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. FINANCE CHARGE \$ _____

(Must be stated separately from the contract amount in dollars and cents; if none, put "none")

SCHEDULE OF PROGRESS PAYMENTS: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A DIRECT CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

(Work or Services to be Performed or Materials to be Supplied) (Date)

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____

(If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

FAILURE BY OWNER TO MAKE PAYMENT, WHEN DUE, IS A MATERIAL BREACH OF THIS AGREEMENT.

FINAL PAYMENT shall be made at the completion of the final plastering phase of construction, provided that any installation or construction of equipment, decking, or fencing required by the contract is also completed.

RELEASE: Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the swimming pool work a full and unconditional release form any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box

- (A) This contractor does not carry Commercial General Liability Insurance.
- (B) This contractor is self-insured.
- (C) This contractor carries Commercial General Liability Insurance.
- (D) This contractor is a limited liability company that carries liability insurance or maintains other security as required by law.

Insurance company _____
(Company Name)

Insurance Agent/Phone _____
(Agent's Name / Telephone Number)

Check the applicable box

WORKERS' COMPENSATION INSURANCE

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.

List of documents attached to this contract:

- Mechanics Lien Warning
- Swimming Pool Safety Act Notice
- Information about Contractor's State License Board

NOTICE OF RIGHT TO CANCEL 3-DAY The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel."

NOTICE OF RIGHT TO CANCEL 5-DAY (owners 65 and over) The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Five-Day Right to Cancel."

ARBITRATION OF DISPUTES OWNER: Initial this box if you agree to arbitration. Review the "Arbitration of Disputes" section attached.
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You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

You (the owner or tenant) have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

X _____
(Owner Sign Here -- Read notice on Arbitration, Mechanics Lien Warning) (Date)

X _____
(If more than one Owner, please Sign Here) (Date)

Firm Name: _____
(Direct Contractor's Firm Name)

Contractor or Agent: X _____
(Direct Contractor or Agent Sign Here) (Date)

Salesman who solicited or negotiated contract:

Name: _____

State Registration Number: _____

ADDITIONAL TERMS AND CONDITIONS

1. CHANGES IN THE WORK; CONCEALED CONDITIONS:

Should Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Change Order has been signed by both the Owner and CONTRACTOR. However, in the event that the building department or other governing body requires a change or modification, then CONTRACTOR may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the Owner. The change in the Contract Price caused by such Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, CONTRACTOR'S actual cost of all labor, equipment, subcontracts and materials, plus 15% for its overhead and 10% for profit shall be the change in Contract Price. The change order may also increase the time within which the contract is to be completed. CONTRACTOR shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in this contract, or (b) physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work. No extra or change order work shall be required to be performed without prior written authorization of the person contracting for the construction of the swimming pool. Any Change Order forms for changes or extra work shall be incorporated in, and become a part of the contract. Payments for extra work will be made as extra work progresses, concurrently with progress payments.

2. OWNER'S RESPONSIBILITIES: Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide CONTRACTOR and his equipment access to the property. Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. Owner is responsible to remove or protect any personal property and CONTRACTOR is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. Owner will point out and warrant the property lines to CONTRACTOR. Owner acknowledges that the PLAN and scale drawing showing the shape, site, and pool dimensions, initialed by both parties, as well as the construction and equipment specification contained herein and as set forth in CONTRACTOR'S standard plans and specifications, initialed by both parties are all a part hereof. However, any PLAN or scale drawing furnished to Owner by CONTRACTOR'S representatives is merely descriptive of the specifications hereof, and in case of conflict between the specifications hereof and any such PLAN or scale drawing, the specifications contained herein and in CONTRACTOR'S standard plans and specifications shall prevail. CONTRACTOR shall not be responsible to do any work not specifically provided herein. CONTRACTOR shall do no additional work without prior written authorization of Owner. Any such authorization shall be on a contract change order form showing agreed terms and the reasons for such changes, and shall be signed by both CONTRACTOR and Owner. After such contract change form has been approved by the parties hereto in the manner set forth above, the same shall be deemed incorporated herein and made a part hereof.

Owner has directed the location of the pool and other improvements as shown on the pool drawing, and where such location (or other location approved or directed by Owner) is used, there shall be no liability on the part of CONTRACTOR for incorrect location of such pool, other improvements or equipment, or for encroachment or interference thereby upon the property, easements, or rights of any third parties. Owner shall furnish any necessary variance and associated permits or fees. CONTRACTOR assumes no responsibility that Owner's existing fencing/enclosures/alarms will pass code. Unless the plans and specifications incorporated herein indicate otherwise, Owner is responsible for providing fencing, enclosures and/or alarms that meet the requirements of sec. 115920 et seq. of the Health & Safety Code (the Swimming Pool Safety Act). A copy of the pertinent parts of that Act are provided on page 5 of this Agreement.

Owner shall provide drainage beyond and away from the POOL SITE so as to meet CITY and/or COUNTY requirements. Owner agrees to do, at his/her own expense, all construction and other acts necessary and to meet all conditions necessary to allow CONTRACTOR to complete the work provided herein. Owner agrees to indemnify CONTRACTOR and hold CONTRACTOR harmless from any and all damages and liabilities arising out of Owner's failure to comply with any of the aforesaid requirements or obligations of Owner. Approval of work by inspecting governmental agencies is deemed to be completion of that work in a workmanlike manner. Owner agrees to make the payments called for herein on time even though repairs to the completed work herein may have been scheduled but not yet performed.

3. RESPONSIBILITIES OF CONTRACTOR, CONDITIONS AND LIMITATIONS: CONTRACTOR is not responsible for damage to improvements and appurtenances located in or reasonably adjacent to the access routes or the pool site, including but not limited to such items as curbs, sidewalks, driveway, patios, lawn, shrubs, and sprinkler systems. Owner agrees to hold CONTRACTOR harmless from any liability for damages to adjacent property arising out of the use of such adjacent property for access. CONTRACTOR is not responsible for flotation of pool. Nothing in this paragraph limits CONTRACTOR'S liability for damages caused by CONTRACTOR'S sole negligence or willful misconduct. Prior to excavation, Owner to approve pool depth and amount of dirt to be held on premises. Prior to excavators leaving site, Owner shall give CONTRACTOR written notice of any and all claims

and demands Owner may have regarding pool size, shape, location elevation and depth and amount of dirt to be left on site.

Unless otherwise specified in the Swimming Pool Construction Contract Specifications (Form 203SC), dirt only will be removed from pool site on excavation day only. Failure of Owner to make claim to CONTRACTOR in writing at the time stated in this Paragraph shall be deemed a waiver and release by Owner of any claim and demands Owner may have as to pool size, shape, location, elevation and depth and/or other work related to excavation.

All pool dimensions are approximate with reasonable tolerances either way. The parties expressly agree that the contract price stated herein is for normal excavation time of eight (8) hours using industry standard equipment for normal and typical soil in the region. CONTRACTOR shall have substantially completed performance in a good and workmanlike manner if all final surface dimensions are within 5% of the specified surface dimensions, and all final vertical dimensions are within 5% of the specified vertical dimensions. In the event specified pool depth is not attainable with normal excavation equipment and/or within normal excavation time due to underground water, sand, rock or other unusual conditions beyond CONTRACTOR'S control, then Owner shall have the following options:

(1) have the pool constructed with a pool depth obtainable within normal excavation time and normal excavation equipment; or (2) if possible, have the pool constructed to the specified pool depth and pay additional costs of excavation incurred by CONTRACTOR as an extra, priced in accordance with Paragraph One.

CONTRACTOR shall not provide grading other than for pool site preparation, unless specified on the Swimming Pool Construction Contract Specifications (Form 203SC).

CONTRACTOR reserves the right to substitute equipment of equal quality in the event of non-availability by CONTRACTOR.

4. DELAYS: CONTRACTOR agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regularly recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, for acts of independent CONTRACTORS, or holidays, or other causes beyond CONTRACTOR'S reasonable control.

5. FEES, TAXES AND ASSESSMENTS: Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner. CONTRACTOR will obtain all required building permits, at the sole expense of Owner. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

6. INSURANCE AND DEPOSITS; DESTRUCTION: Owner will procure at his own expense and before the commencement of any work hereunder, "all risk" insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such insurance shall also name CONTRACTOR and its subcontractors as additional insured, and include sufficient funds to protect Owner, CONTRACTOR and its subcontractors and any construction lender as their interests may appear; should Owner fail to do so, CONTRACTOR may procure such insurance as agent for and at the expense of Owner, but is not required to do so.

CONTRACTOR shall carry Workers' Compensation Insurance for the protection of CONTRACTOR'S employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation. If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by CONTRACTOR in rebuilding or restoring the project shall be paid by the Owner as extra work.

7. PAYMENTS AND RIGHT TO STOP WORK: Past due payments shall bear interest at the rate of 1½ % per month (18% per annum), until paid in full. CONTRACTOR shall have the right to stop work if any payment shall not be made when due to CONTRACTOR under this Agreement; CONTRACTOR may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that CONTRACTOR may have. Such failure by Owner to make payment when due is a material breach of this Agreement.

8. CLEAN-UP: CONTRACTOR will remove from Owner's property debris and surplus material created by its operation and leave it in a neat and broom clean condition.

9. LIMITATIONS; VALIDITY: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

FIVE-DAY RIGHT TO CANCEL (For owners 65 and over)

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

I, _____ hereby acknowledge that on _____ I was provided this document
(Owner) (Date)
entitled "Five Day Right to Cancel" X _____
(Owner's Signature)

THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

I, _____ hereby acknowledge that on _____ I was provided this document
(Owner) (Date)
entitled "Three Day Right to Cancel" X _____
(Owner's Signature)

5-DAY NOTICE OF CANCELLATION (For owners 65 and over)

DATE _____

You may cancel this transaction, without any penalty or obligation, within five business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

_____ at _____
(Name of Seller) (Address of Seller's Place of Business)

not later than midnight of _____.
(Date)

I hereby cancel this transaction X _____
(Buyer's Signature) (Date)

3-DAY NOTICE OF CANCELLATION

DATE _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

_____ at _____
(Name of Seller) (Address of Seller's Place of Business)

not later than midnight of _____.
(Date)

I hereby cancel this transaction X _____
(Buyer's Signature) (Date)

STATUTORY NOTICE

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint.

Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at
P.O. Box 26000, Sacramento, CA 95826.

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

SWIMMING POOL SAFETY ACT

in pertinent part

CALIFORNIA HEALTH AND SAFETY CODE

§ 115920. Citation. [omitted]

§ 115921. Definitions. [omitted]

§ 115922. Safety features. Commencing January 1, 1998, except as provided in Section 115925, whenever a construction permit is issued for construction of a new swimming pool at a private, single-family home it shall be equipped with at least one of the following safety features:

- (a) The pool shall be isolated from access to a home by an enclosure that meets the requirements of Section 115923.
- (b) The pool shall be equipped with an approved safety pool cover.
- (c) The residence shall be equipped with exit alarms on those doors providing direct access to the pool.
- (d) All doors providing direct access from the home to the swimming pool shall be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.
- (e) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the devices set forth in subdivisions (a) to (d), inclusive, as determined by the building official of the jurisdiction issuing the applicable building permit. Any ordinance governing child access to pools adopted by political subdivision on or before January 1, 1997, is presumed to afford protection that is equal to or greater than that afforded by any of the devices set in subdivisions (a) to (d), inclusive.

§ 115923. Enclosure. An enclosure shall have all of the following characteristics:

- (a) Any access gates through the enclosure open away from the swimming pool, and are self-closing with a self-latching device placed no lower than 60 inches above the ground.
- (b) A minimum height of 60 inches.
- (c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.
- (d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.
- (e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

§ 115924. Consumer notice. Any person entering into an agreement to build a swimming pool shall give the consumer notice of the requirements of this article.

§ 115925. Inapplicability. The requirements of this article shall not apply to any of the following:

- (a) Public swimming pools.
- (b) Hot tubs or spas with locking safety covers that comply with the American Society for Testing Materials-Emergency Performance Specification (ASTM-ES 13-89).
- (c) Any pool within the jurisdiction of any political subdivision that adopts an ordinance for swimming pool safety that includes requirements that are at least as stringent as this article.
- (d) An apartment complex, or any residential setting other than a singlefamily home.

§ 115926. State social services. [omitted]

§ 115927. Interpretation. [omitted]

§ 115928. Suction outlet and entrapment standards. Whenever a construction permit is issued for the construction of a new swimming pool or spa, the pool or spa shall meet all of the following requirements:

- (a) (1) The suction outlet of the pool or spa for which the permit is issued shall be equipped to provide circulation through-out the pool or spa as prescribed in paragraph (2).
(2) The swimming pool or spa shall have at least two circulation drains per pump that shall be hydraulically balanced and symmetrically plumbed through one or more "T" fittings, and that are separated by a distance of at least three feet in any dimension between the drains.
- (b) Suction outlets that are less than 12 inches across shall be covered with antientrapment grates that cannot be removed except with the use of tools. Slots or openings in the grates or similar protective devices shall be of a shape, area, and arrangement that would prevent physical entrapment and would not pose any suction hazard to bathers.
- (c) Any backup safety system that an owner of a new swimming pool or spa may choose to install in addition to the requirements set forth in subdivisions (a) and (b) shall meet the standards as published in the document, "Guidelines for Entrapment Hazards: Making Pools and Spas Safer," Publication Number 363, January 1998, United States Consumer Product Safety Commission.

ARBITRATION OF DISPUTES

(In compliance with CA Business and Professions Code 7191)

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSTRUCTION INDUSTRY ARBITRATION RULES, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. DISCOVERY IN ANY ARBITRATION SHALL BE LIMITED TO WHAT IS ALLOWED BY THE APPLICABLE ARBITRATION RULES AND THE ARBITRATOR'S POWERS ARE EXPRESSLY LIMITED TO THE APPLICABLE RULES; WHERE THE RULES PROVIDE THAT DISCOVERY OR DEPOSITION MAY BE ALLOWED IN EXTRAORDINARY CASES, IN THE INTERESTS OF JUDICIAL ECONOMY, THE ARBITRATOR MAY NOT ORDER DISCOVERY BROADER THAN THAT ALLOWED IN A LIMITED CIVIL CASE UNDER CODE OF CIVIL PROCEDURE SECTION 94.

ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION. _____
(Direct Contractor's Initials)

I AGREE TO ARBITRATION. _____
(Owner's Initials)

ARBITRATION OF DISPUTES

(In compliance with CA Business and Professions Code 7191)

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSTRUCTION INDUSTRY ARBITRATION RULES, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. DISCOVERY IN ANY ARBITRATION SHALL BE LIMITED TO WHAT IS ALLOWED BY THE APPLICABLE ARBITRATION RULES AND THE ARBITRATOR'S POWERS ARE EXPRESSLY LIMITED TO THE APPLICABLE RULES; WHERE THE RULES PROVIDE THAT DISCOVERY OR DEPOSITION MAY BE ALLOWED IN EXTRAORDINARY CASES, IN THE INTERESTS OF JUDICIAL ECONOMY, THE ARBITRATOR MAY NOT ORDER DISCOVERY BROADER THAN THAT ALLOWED IN A LIMITED CIVIL CASE UNDER CODE OF CIVIL PROCEDURE SECTION 94.

ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION. _____
(Direct Contractor's Initials)

I AGREE TO ARBITRATION. _____
(Owner's Initials)

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- | | |
|---|---|
| <input type="checkbox"/> 1. Home Improvement Contract | <input type="checkbox"/> 6. Disclosure re: Commercial General Liability Insurance |
| <input type="checkbox"/> 2. Notice of Arbitration | <input type="checkbox"/> 7. Disclosure re: Workers' Compensation Insurance |
| <input type="checkbox"/> 3. Notice Of Cancellation | <input type="checkbox"/> 8. Statutory Notices |
| <input type="checkbox"/> 4. Three-Day Right to Cancel | <input type="checkbox"/> 9. Mechanics Lien Warning |
| <input type="checkbox"/> 5. Five-Day Right to Cancel | |

Owner: _____
(Print Name of Owner)

Owner: **X** _____
(Owner Sign Here)

(Date)