

# POOL CONSTRUCTION AND MAINTENANCE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Client Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Contractor Information:

Company Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Pool Specifications:

Pool Type (e.g., Inground, Above Ground): \_\_\_\_\_

Dimensions (Length x Width x Depth): \_\_\_\_\_

Material (e.g., Concrete, Vinyl, Fiberglass): \_\_\_\_\_

Additional Features (e.g., Heater, Lighting): \_\_\_\_\_

## Contract Price and Payment Terms:

Total Contract Price: \_\_\_\_\_ USD

Deposit Amount: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

### Clause 1 – Scope of Work

Contractor agrees to perform the construction, installation, and maintenance services for the pool as detailed in this Agreement and any attached Exhibits or Plans. All work shall be completed in a professional and workmanlike manner in accordance with industry standards.

### Clause 2 – Permits and Approvals

Contractor shall obtain all necessary permits, licenses, and approvals required by federal, state, or local authorities for the lawful performance of the work. Client shall cooperate as necessary to facilitate permit acquisition.

### Clause 3 – Changes and Modifications

Any changes, modifications, or additions to the scope of work must be agreed upon in writing by both Client and Contractor. Such changes may affect the contract price and timeline.

### Clause 4 – Completion and Inspection

Contractor shall notify Client upon substantial completion of the work. Client shall have the right to inspect the work and notify Contractor of any deficiencies or corrections required. Contractor shall rectify such issues promptly.

**Clause 5 – Warranty**

Contractor warrants that all work performed under this Agreement shall be free from defects in workmanship and materials for a period of one (1) year from the date of completion. This warranty does not cover damages caused by misuse, neglect, or natural wear and tear.

**Clause 6 – Payment Terms**

Client shall pay Contractor according to the agreed payment schedule. Late payments may incur interest as permitted by law. Contractor may suspend work if payments are not made timely.

**Clause 7 – Insurance and Liability**

Contractor shall maintain appropriate insurance coverage, including general liability and workers' compensation. Contractor shall provide proof of insurance upon Client's request. Client shall hold Contractor harmless from claims arising from Client's negligence.

**Clause 8 – Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, losses, or expenses arising out of the indemnifying party's breach of this Agreement or negligent acts.

**Clause 9 – Termination**

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within a reasonable time. Upon termination, Client shall pay Contractor for all work performed up to termination.

**Clause 10 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles.

**Clause 11 – Dispute Resolution**

Any disputes arising under this Agreement shall first be attempted to be resolved through good faith negotiation. If unresolved, the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 12 – Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

**Clause 13 – Severability**

If any provision is found unenforceable or invalid, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to reflect the parties' original intent.

**Clause 14 – Notices**

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate in writing.

**Clause 15 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, government restrictions, labor disputes, or material shortages.

**Clause 16 – Independent Contractor**

Contractor is an independent contractor and shall not be deemed an employee, agent, or partner of Client. Contractor shall have sole control over the means and methods of performing the work.

**Clause 17 – Confidentiality**

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent.

**Clause 18 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in the event of a merger or sale.

**Clause 19 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically. All counterparts together shall constitute one agreement.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

**CLIENT'S SIGNATURE**

**CONTRACTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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