COMPANY NAME

LICENSE #

ADDRESS

POOL CONSTRUCTION

Contract

PHONE

EMAIL

CONTRACT #

DATE

TEMPLATE ONLY — NOT LEGAL ADVICE. Contract requirements (deposit limits, cancellation notices, license disclosures, lien notices, dispute clauses) vary by state. Have a licensed attorney in your state review this contract before you use it.

01 Parties & project site

CONTRACTOR (LEGAL NAME)

CONTRACTOR LICENSE #

ISSUED BY (AGENCY / STATE)

OWNER 1

OWNER 2

OWNER PHONE

OWNER EMAIL

PROJECT SITE (STREET, CITY, STATE, ZIP)

MAILING ADDRESS (IF DIFFERENT)

02 Scope & specifications

Contractor will furnish all labor, materials, and equipment to construct the following at the project site, per the plan dated _____, which is part of this contract:

ITEM	SPECIFICATION	NOTES
Pool size & shape L × W, shape		
Depths Shallow to deep		
Shell Gunite / shotcrete, thickness, steel spec		
Spa / water features		
Interior finish Brand / color		
Waterline tile Series / color		
Coping Material / color		
Pump Brand / model		
Filter Type / model		
Heater Brand / model / fuel		
Automation & lighting		
Decking Sq ft, material / finish		

Not legal advice; have contract terms reviewed for your state.

OWNER INITIALS _____ CONTRACTOR INITIALS _____

03 Plans & permits

☐ Contractor prepares the pool plan

Engineering: ☐ Included ☐ Paid by Owner

☐ Contractor applies for the building permit; permit fees are ☐ Included ☐ Paid by Owner

☐ Owner obtains HOA approval (if required)

Work begins after the permit is issued and any required HOA approval is received.

04 Price & payment schedule

The total contract price covers all labor, materials, and equipment for the scope in section 2, including the allowances in section 6. Payments follow the milestone schedule below.

Base contract price	$
Allowances included (section 6)	$
Total contract price	$

PAYMENT	DUE WHEN THIS IS COMPLETE	%	AMOUNT
Deposit	Contract signed	%	$
Draw 1	Excavation and steel complete	%	$
Draw 2	Shotcrete shell applied	%	$
Draw 3	Plumbing, electrical, tile, and coping complete	%	$
Draw 4	Decking complete	%	$
Draw 5	Interior finish applied and pool started up	%	$
Final	Final walkthrough and punch list complete	%	$
	TOTAL	**100%**	**$**

Payments are due within _____ days of each milestone. Contractor may pause work until a past-due payment is received, and the schedule extends by the length of the pause. *[Check your state's deposit and progress-payment rules before setting the deposit and percentages.]*

05 Change orders

Any change to the scope, selections, price, or schedule must be agreed in a written change order signed by Owner and Contractor before the changed work begins. Each change order states its price and schedule impact and adjusts the total contract price. Change orders are due ☐ on signature ☐ with the next draw ☐ on completion of the change.

06 Allowances

ITEM	ALLOWANCE AMOUNT	COVERS
	$	
	$	
	$	
	$	

Allowances are budget amounts for items not yet selected. If Owner's final selection costs more than the allowance, the difference is added by change order. If it costs less, the difference is credited.

07 Excavation conditions

The contract price assumes soil that can be excavated with standard equipment. If Contractor encounters rock, boulders, groundwater, buried debris, unsuitable or expansive soil, or other conditions not reasonably visible before excavation, Contractor will notify Owner and stop affected work. Work required by those conditions is billed by change order at the rates below.

CONDITION	RATE	PER (UNIT)
Rock removal per hour / truckload / cubic yard	$	
Dewatering (groundwater) per day / hour	$	
Over-excavation / imported fill per cubic yard	$	
Additional soil haul-off per truckload	$	
Engineering or soils report	Cost plus _____ %	—

☐ Excavated soil is hauled off site (included)

☐ Excavated soil stays on site and is ☐ spread ☐ stockpiled at: _____

08 Access & site restoration

ACCESS ROUTE (DESCRIBE PATH) _____

MINIMUM WIDTH _____ ft

FENCE / WALL REMOVAL FOR ACCESS ☐ Included ☐ Excluded

FENCE / WALL REPLACEMENT ☐ Included ☐ Excluded

FINAL GRADING ☐ Rough grade only ☐ To finished grade

Contractor is not responsible for normal wear to the access route caused by construction equipment, including lawn, sprinkler, and landscape damage, unless listed in the scope of work.

09 Utilities

Contractor will request utility locates before excavation. Private lines not marked by the locate service (sprinklers, private electrical, septic, drainage, and similar) are Owner's responsibility. The following are excluded unless listed in the scope:

- ☐ Relocation of existing utilities
- ☐ Electrical service or panel upgrades
- ☐ Gas meter or gas line upsizing
- ☐ Utility company fees

10 Schedule & delays

ESTIMATED START

Within _____ weeks of permit issuance

ESTIMATED DURATION

_____ to _____ weeks

Dates are estimates. The schedule extends for weather, permit and inspection timing, material shortages, change orders, unforeseen site conditions, late selections, and late payments.

11 Homeowner responsibilities

- Complete all selections within _____ days of signing.
- Provide the access route and keep it clear.
- Keep children, pets, and guests out of the work area.
- Provide water to fill the pool and power for construction.
- Maintain water chemistry and equipment after start-up.
- Other: _____

12 Warranty

COMPONENT	WARRANTED BY	PERIOD	COVERAGE / EXCLUSIONS
Structure (shell)	Contractor		*[Structural integrity; excludes soil movement, misuse, draining without Contractor]*
Plumbing & workmanship	Contractor		*[Leaks and workmanship defects]*
Equipment	Manufacturer	Per manufacturer	*[Manufacturer warranties pass through; Contractor labor for ___]*
Interior finish			*[Delamination; excludes color variation and chemical staining]*
Tile, coping & decking	Contractor		*[Workmanship; excludes normal concrete cracking and freeze damage]*

Warranty claims must be made in writing within the warranty period. Coverage is void for damage caused by improper water chemistry, alterations or repairs by others, or draining the pool without Contractor's approval.

13 Insurance & licensing

LICENSE # LICENSING AGENCY

GENERAL LIABILITY INSURER / POLICY # WORKERS' COMPENSATION INSURER / POLICY #

Certificates of insurance are available on request. *[Add any license or bond disclosure your state requires.]*

14 Right to cancel

[Insert the cancellation notice required by federal and state law, if it applies. Under the FTC Cooling-Off Rule (16 CFR Part 429), a buyer can generally cancel a covered sale of $25 or more made at the buyer's home until midnight of the third business day after the sale, and the seller must provide written notice of that right and two copies of a cancellation form. Many states have their own home solicitation laws. Have your attorney supply the exact wording.]

15 Dispute resolution

Owner and Contractor will first try to resolve any dispute by meeting in good faith within _____ days of written notice. Disputes not resolved will be submitted to ☐ mediation ☐ arbitration ☐ court in _____ (county, state).
[Attorney-fee, venue, and arbitration clauses are regulated differently by state; have your attorney write this section.]

16 Signatures

By signing, Owner(s) and Contractor agree to this contract, including the scope, price, payment schedule, and terms above. Owner(s) acknowledge receiving a copy of this contract and any required cancellation notice.

OWNER SIGNATURE
PRINTED NAME DATE

OWNER SIGNATURE
PRINTED NAME DATE

CONTRACTOR SIGNATURE · authorized signer
PRINTED NAME DATE