Cement-Based Surface Warranty

Pool Plaster, Diamond Brite®, Pebblecrete, etc.

Mid-America Pool Renovation, Inc. LIMITED WARRANTY



For a period of **5** years from the date of installation to ______, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals <u>BASIC POOL & SPA GUIDELINES</u>, 4th Edition, instructions for Plaster Finish pools).

LIMITATIONS AND EXCLUSIONS

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 5-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the <u>PLASTER INFORMATION SCHEDULE</u>, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \$500.00.

NOTIFICATION – KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to: Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview, MO 64030

Installation Date: Warranty Number: Issued To: Address:

10/09

