



MODERN METHOD GUNITE TERMS AND CONDITIONS

Every project must include a signature of a binding agent, regardless if the project has been quoted or given a verbal scheduling commitment. The contact form must be completed to confirm the product choices and preferences for your project. And to ensure your and your customer's preferences.

OFFER AND AGREEMENT:

This Contract shall be deemed accepted once signed by the Builder or Homeowner, and initial payment is made as outlined in the Method of Payment section immediately herein-above. If the initial payment is not made or any party has not executed this Contract, then MMG is under no obligation to perform as outlined herein.

METHOD OF PAYMENT:

New customers will be COD until terms can be approved. Legacy clients that have preapproved written payments arrangements may submit payments through our online portal or mailed to 21175 Tomball Parkway #333, Houston, Texas 77070 within ten days of completion.

Interest accrues on late payments at the applicable maximum lawful rate, and a lien will be filed against the subject property if MMG is not paid timely.

If account is not timely paid, and if a collection requires the use of an attorney or collection agency, legal fees and costs will be incurred by the builder and or homeowner.

If the price is not paid per this Contract, MMG may, without notice, enter the owner's premises, repossess any equipment and accessories included in this Contract, and apply the reasonable value of the said property against any unpaid balance due.

ACCESS:

The builder and/or property owner agrees to provide access to the work site for all MMG work crews and equipment. The arrival time will vary with each phase of construction. Access must be free of all obstacles. MMG assumes no responsibility for damage to owners' property, which may result from inadequate access to the work site. If planking or plastic is necessary, the builder and/or property owner agree to reimburse MMG for the cost of such work.

ROOF AND ADDITIONAL STRUCTURE COVERAGE:

The nature of the work performed by MMG will often lend itself to access material covering areas outside the pool shell. While all precautions will be attempted, it is the BUILDERS' responsibility to make sure any structures are covered and protected from overspray. This includes roofs, adjacent cars, mailboxes, etc.

DRAINING:

The builder and/or property owner are responsible for designating the drainage area, sewer vent, clean out, yard, desert, erosion or wash. It is illegal to drain into an alley. The pool or spa light cannot be turned on once draining has started. Rubber gasket rot is the builder and/or property owner's responsibility. Repair of this condition is not included in the contract price unless specified.

DELAYS:

MMG shall not be held liable for any delays beyond the control of MMG. MMG shall complete services during the period as agreed upon schedule weather permitting. However, said days shall not include any or all days lost due to government stoppage, strikes, fire, rain, flood, wind, storms, availability of materials, changes to Contract by signed addendum, delays caused by other construction in the pool area, acts of God, and unavoidable causes beyond the control of MMG.

BUILDERS' RESPONSIBILITIES:

The Builder is completely responsible for making sure the homeowner/pool owner is aware of the terms and conditions contained herein. The builder must ensure that the homeowner/pool owner acknowledges the warranties and limitations of the products or services they have chosen.

Builder also acknowledges that if payment is not made in full according to the terms and conditions listed above no warranty will be available.

EXISTING CONSTRUCTION:

Compliance with Building Codes: The owner understands that the existing structure, its design, electrical and mechanical components, fencing, barriers and other enclosures were installed or constructed under the building codes in existence at the time of the original construction and may not meet current building codes. The owner assumes full responsibility for the existing pool structure, electrical and mechanical components, design, and all other conditions, whether they are apparent or not.

LIMITATION ON LIABILITY AND EXCLUSIONS:

MMG is not liable for defects or damage to the pool structure, decking, masonry, equipment, driveway, roof, access points, landscaping or any other pool component caused by Acts of God, accident, abuse, misuse, exposure to fire, hazards of nature, improper maintenance, improper cleaning, improper use of chemicals, winterization, draining of pool or unforeseen excavation conditions. Hazards of nature include, but are not limited to, floods, ground faults, shifting or settlement of soils, improper drainage, or any other occurrence MMG has no control over.

MMG is NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES caused by any defect, including but not limited to leakage, groundwater movement, soil settling, or fill dirt.

MMG is not responsible for any liability associated with personal injuries or death related to the use of the pool during or after the construction process is undertaken. PROPERTY OWNER hereby formally releases MMG from liability for personal injuries or death.

MMG is not responsible for water, sewer or any other requirements to fill the pool.

MMG is not responsible or liable for soil, drainage of water outside the pool area during and after completion of pool renovations, existing pool, or any other conditions not visible at the time of inspection of the pool or pool site upon which it bases its Estimate/Quote.

MMG, therefore, reserves the right to increase pricing and add additional activities and equipment costs to the Contract upon discovery of unforeseen and undisclosed conditions. These changes will be executed in writing and agreed to by both parties to properly deal with those conditions and effectuate the proper construction of the pool system.

VGB COMPLIANCE:

Every pool or renovation project is subject to the Federal VGB (Virginia Graeme Baker Pool and Spa Safety Act) compliance Act. The Act can be viewed in full at

<https://www.govinfo.gov/content/pkg/USCODE-2016-title15/pdf/USCODE-2016-title15-chap106.pdf>. **Any pool renovated or initially constructed by MMG must be VGB compliant.**

Compliance must be verified in writing on the Contact form.

LIMITED WARRANTY:

Depending on the product purchased or services requested, different Warranties shall apply to your project. Please see the applicable Warranty under the warranty tab at <https://www.mmgtx.com/>.

RENOVATIONS:

The application or renovation of your pool or spa can be a significant construction project. Our years of experience show that renovation work may expose other problems that can only be identified after the work begins. Below are some conditions that may occur during your pool or spa renovation. These terms and conditions and provisions on this document are the parties' agreement and are intended to be a legally binding contract between the owner and MMG.

Payment for services for new clients require a 50% deposit at time of scheduling and the remaining balance due the day of install prior to application

1. Construction work by MMG. MMG will do all work in a good and workmanlike manner and guarantees its work to be free of defects in material and workmanship for five years from the date work is completed, when subject to everyday use and care. MMG shall remedy any such defect without charge upon written notice. This renovation warranty goes into effect once the balance is paid in full.
2. Tile Warranty – MMG warrants that tile placed on the pool, spa, or other body of water will adhere to the wall or other surface on which it is set for two years from completion. This warranty applies only to tile when included in the Contract and installed by MMG as part of this Contract. Tile is not warranted when installed over cracked bond beams or structurally damaged areas of the pool shell. A 6" x 6" tile must be used when tiling over such areas. All grout is subject to cracking. This is considered normal, and this warranty does not cover such cracking.

3. **Voiding Warranty Coverage** – All warranties, other than manufacturers' warranties, shall be void if, during the life of said warranties, work is performed on the pool, including acid washing or draining of a newly plastered pool, by any person or company other than MMG.

4. **Items Not Covered** – The following items are not covered by any guarantees: light bulbs, lenses, drains, gaskets, strainer baskets, cleaning tools, whip hoses, discoloration or stains on plaster, possible incorrect use of chemicals by the owner, freeze damage or lack of proper pool cleaning by owner.

MATERIAL SELECTION ACKNOWLEDGEMENT:

Materials used in your project are manmade and made from natural stones. This can lead to vast variances in color and texture from one stone to the next. MMG does our best to provide accurate detail and representation of the finished product but has no control over variances in color due to different production runs from the manufacturers of certain tiles, etc., that will be used on your pool. We recommend visually inspecting the stone, tile, and plaster you choose, as it will provide you with a more accurate representation of the finished product.

MMG will show samples of all selected colors, tiles, stones, etc., before finalizing the selection and beginning work but these samples may vary and may not represent accurately the color of your finished pool.

MMG is not responsible for damage to the surface caused by existing pool defects (weep holes and leakers), Acts of God (severe and unforeseen weather conditions following completion of work), improper filling procedures, or improper startups of third-party work. The warranty does not cover topical stains. MMG will provide pool owner-specific written instructions regarding startup and filling procedures to ensure that appropriate curing of plaster occurs, and the warranty is not voided. According to the NPC (National Plasterers Council), the most critical period is the first 30 days after a plaster application is completed. Homeowners are required to follow new pool maintenance schedule exactly as it is described. Failure to do so may result in voiding your warranty. Special care should be taken during this period to ensure the overall longevity of your new pool plaster finish. Proper maintenance is necessary to ensure the overall life expectancy of your pool's plaster finish.

COMPLETE AGREEMENT:

These terms, conditions, and warranties contained herein, and the terms set forth on this document, are the entire agreement between the parties, and no oral representations, whether made before or after this agreement, shall be part of or modify this agreement. All changes, modifications or amendments must be in writing and signed by both parties. The warranty is non-transferable.

CANCELLATION:

Cancellation by the homeowner of this Contract must be made in writing and will be subject to a 10% cancellation fee of the total project amount.