

Caretaker DESIGN FACT SHEET

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| | |
|----------------------------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Pool Sold | <input type="checkbox"/> Bid Only |
| <input type="checkbox"/> Revision to Caretaker Drawing # _____ | |
| <input type="checkbox"/> Prior Bid Drawing # _____ | |

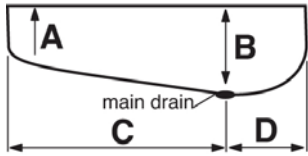
NOTICE: The following information is required for the Design Department to complete the Caretaker design.
PLEASE COMPLETE FORM ENTIRELY AND INCLUDE A SCALED DRAWING OF THE POOL.

Pool Company: _____ Club P #: _____ Phone: _____ Fax: _____
 Street: _____ City: _____ State: _____ Zip: _____
 Sales Person: _____ Contact Name: _____ Email: _____

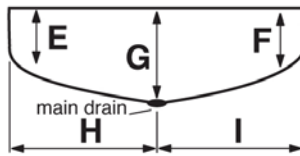
| | |
|-----------------------------|------------------------------|
| WARRANTY INFORMATION | |
| Homeowner: _____ | Phone: _____ |
| Address: _____ | Your Job #: (optional) _____ |
| City: _____ | State: _____ Zip: _____ |

Scaled Drawing? Yes (required)

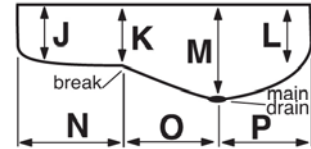
Enter dimensions for proper profile below:



Shallow Pool



Play Pool



Deep Pool

A: ___ ft ___ in B: ___ ft ___ in

E: ___ ft ___ in F: ___ ft ___ in

J: ___ ft ___ in K: ___ ft ___ in L: ___ ft ___ in

C: ___ ft ___ in D: ___ ft ___ in

G: ___ ft ___ in H: ___ ft ___ in

M: ___ ft ___ in N: ___ ft ___ in O: ___ ft ___ in

I: ___ ft ___ in

P: ___ ft ___ in

Perimeter: _____ Surface Area: _____ Are length and width dimensions on plan? Yes (required)
 If pool has break, is it drawn on plan? Yes Does not apply Is the drain shown on plan? Yes (required)
 Distance between pump and nearest point of suction (skimmer/main drain): _____ feet
 Distance between pump and water valve: _____ feet Distance between water valve and pool: _____ feet

PUMP AND FILTER:

Pump manufacturer: _____
 Pump model: _____ HP Sold: _____
 Decrease pump size, if possible? Yes No
 OK to use larger pump, if necessary? Yes No
 Filter manufacturer: _____
 Type: Sand DE Cartridge Flow Rate: _____

CHLORINATOR:

Erosion (tablets, etc.)
 Generated Gas (ozone, etc.)
 Electronically generated salt. Manufacturer _____

VALVE PORTS:

Design one port on the 8-port valve (if possible) as a return line to the pool for surface cleaning. This MAY increase pump size.

INSTALL SYSTEM IN:

Pool only Spa only
 Pool and spa with common pump/common Caretaker system.
 Pool and spa with separate pump/separate Caretaker system.
 Additional body of water*, Explain: _____
 * (e.g. catch basin, trough, play pool) Any change in water level will require a separate caretaker system.

LEAFTRAPPER:

To remove larger debris that will not pass through a standard drain cover, **the Caretaker Design will include a LeafTrapper** on the same circulation pump (if possible) as the Caretaker valve.

OPTIONS:

NO LEAFTRAPPER ON THIS POOL.
 LeafTrapper on separate pump - not on pump w/ Caretaker valve
 Elevated LeafTrapper - to create a continuous spa spillover from the LeafTrapper return in the spa (separate from pump return).
 Additional LeafTrapper - for any additional body of water, e.g. catch basin.

WATER VALVE:

5-port 8-port Prefer 5-port; 8-port OK if necessary
 VinylCare (8-port) Vinyl Pool w/5-port (8-port if necessary)

Skimmers should be shown on builder plan. If not, builder should locate the LeafTrapper opposite a skimmer.

SUCTION LINES:

Common (one) line from skimmer and main drain
 Separate lines from skimmer to main drain
 Drain pipe size 2" 2.5"
 Skimmer pipe size 2" 2.5"

HEATING:

Heater (requires external bypass)
 Solar (requires separate pump)
 Both heater and solar

SPECIAL CONSIDERATIONS:

Design spa for continuous spillover? Yes No
 GPMs desired _____ (normal is 16 GPM) for spa overflow or any other water feature(s) that run at the same time on the same pump as the Caretaker valve.
 OK to use larger pump if necessary? Yes No
 Spa raised? No Yes How many inches? _____
 Interior surface: Plaster Pebble Vinyl

REVISION. Indicate nature of revision: _____

Caretaker DESIGN FACT SHEET

By submitting this form, and in consideration of the products being sold to you ("Pool Company") by Zodiac Pool Systems, Inc., Pool Company, as the installer of the Caretaker in-floor cleaning system, acknowledges and agrees as follows:

- 1) **The Caretaker Design Drawing is being completed by Zodiac Pool Systems, Inc. on Pool Company's behalf and at Pool Company's request and belongs exclusively to Pool Company. Without limiting the foregoing, you agree that to the maximum extent allowed by law that all Caretaker Design Drawings produced pursuant to this agreement are "works made for hire" under all relevant copyright laws and belong to Pool Company. As such, Pool Company acknowledges and agrees that it is the party selling the Caretaker Design Drawing to its customer and is solely responsible for the installation of the Caretaker System with its customer.**
- 2) **Any underlying technology used to produce the Caretaker Design Drawing remains the exclusive property of Zodiac Pool Systems, Inc.**
- 3) Zodiac Pool Systems, Inc. is not required to maintain or store a copy of the Caretaker Design Drawing, and may not do so.
- 4) Pool Builder acknowledges and agrees that Zodiac Pool Systems, Inc. may be required (by interrogatories, documents subpoena, civil investigative demand or similar process, or by law, regulation or rule pursuant to a filing requirement) to disclose the Caretaker Design Drawing to a third party.
- 5) Pool Company acknowledges and agrees that Zodiac Pool Systems, Inc. is acting as an independent contractor in creating the Caretaker Design Drawing. Both Zodiac Pool Systems, Inc. and Pool Company acknowledge and agree that neither party has the authority to act for or bind or obligate the other in any manner. Both parties acknowledge and agree that no agency relationship is created between Zodiac Pool Systems, Inc. and Pool Builder by this Agreement and that neither party is an agent of the other.
- 6) **BOTH ZODIAC POOL SYSTEMS, INC. AND POOL COMPANY ACKNOWLEDGE AND AGREE THAT THE CARETAKER DESIGN DRAWING IS BEING PROVIDED TO POOL COMPANY "AS IS" AND IS BASED ON INFORMATION RECEIVED FROM POOL COMPANY. ZODIAC POOL SYSTEMS, INC. DISCLAIMS ALL WARRANTIES RELATING TO THE CARETAKER DESIGN DRAWING, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL ZODIAC POOL SYSTEMS, INC.'S LIABILITY TO THE POOL BUILDER EXCEED THE PRICE PAID TO ZODIAC POOL SYSTEMS, INC. BY THE POOL BUILDER FOR THE CARETAKER SYSTEM, AND IN NO EVENT SHALL SUCH LIABILITY EXCEED \$150.00 PER CLEANING HEAD. THE POOL BUILDER AGREES THAT IN NO EVENT SHALL ZODIAC POOL SYSTEMS, INC.'S LIABILITY TO POOL BUILDER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.**
- 7) **Pool Builder will defend, indemnify and hold Zodiac Pool Systems, Inc., its parent company, or any subsidiaries, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: (i) any act, error, or omission by Pool Builder, Pool Builder's subcontractors or their respective officers, directors, agents, subcontractors, invitees or employees, in any way related to the installation of the Caretaker System based on the Caretaker Design Drawing; and/or (ii) any failure of Pool Builder to install the Caretaker System based on the Caretaker Design Drawing in accordance with the highest generally accepted professional standards. The foregoing indemnities extend to claims occurring after the Agreement has terminated as well as while the Agreement is in force.**
- 8) **This agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles and any dispute arising out of this agreement would be conducted in the state or federal courts located in Ventura County, California.**