



33 Wade Rd. Latham, NY 12110

**LINERGUARD**  
ABOVE GROUND

# EXTENDED EXPENSE AGREEMENT

## OBLIGATION:

In the event that the original installed above ground vinyl liner has a defect due to a 'seam separation' as defined by manufacturers warranty, \_\_\_\_\_ agrees to provide limited related expenses up to the value of \$ \_\_\_\_\_ for a period of 3 years from date of installation as per Above Ground Liner Guard Program to the original retail purchaser of the above ground vinyl liner.

### The agreement is subject to the following terms and conditions:

\* This agreement is enforceable by the original retail purchaser only. If a repair or replacement is required, you must notify \_\_\_\_\_ in writing. Our retail headquarters are located at \_\_\_\_\_ in \_\_\_\_\_ . All notifications and correspondence must be directed to this location.

\*The cost of expenses incurred in the repair or replacement of liner shall be limited to the actual repair and replacement of the liner and specific related expenses.

- The specific related expenses are:

*Removal of water and subsequent refilling, labor to remove defective liner and installation of the new liner, chemicals to balance new water, freight charges to have the new liner delivered to job site and repair of pool base if necessary. Specific expenses do not include repair to pool walls or coping.*

\* If under the terms of the agreement, the liner replacement is deemed necessary and carried out, then this agreement shall terminate upon completion of installation of new liner. A new Extended Expense Agreement would be required to protect the new liner.

\* This Extended Expense Agreement can only be purchased at the time the liner is ordered and/or prior to shipment from manufacturer.

\* This agreement is not your liner warranty. See manufacturers liner warranty for details on product warranty.

## Limitations of Agreement

- *This agreement shall be unenforceable if retail purchaser is in default under the terms of any agreement executed in connection with your above ground vinyl liner pool.*
- *This agreement is intended to be in lieu of any and all agreements expressed or implied. It is a complete statement of our obligation. No other individual or agent is authorized to change this agreement and any change will not be recognized.*
- *This agreement gives you specific rights. You also have implied rights, and may have other rights that vary. In the event of a problem with labor performance, you may be able to go to small claims court, state court or federal court.*

Dealer Name \_\_\_\_\_

Retail Consumer Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_