

POOL AND SPA DRAINING AGREEMENT AND RISK DISCLOSURE

Owner/Customer _____
Property Address _____
Agreement Date _____

IMPORTANT CALIFORNIA CONTRACT NOTICE: This Agreement is a service-specific risk disclosure and work authorization. If California law requires a separate home improvement contract, statutory service-and-repair contract, Notice of Cancellation, insurance disclosure, Mechanics Lien Warning, or other statutory document, this Agreement is intended to supplement that document and should be used together with it when applicable. It does not replace or waive any mandatory California requirement or nonwaivable consumer right.

This Agreement is entered into between the owner or customer identified above ("Owner") and Corona Pool Repair for work at the property identified above. The contemplated work is limited to draining the pool and/or spa and any other service expressly identified in the Written Scope.

1. AUTHORIZED WORK AND WRITTEN SCOPE

Only the services expressly identified below or in a written estimate, work order, or change order signed by Owner and Corona Pool Repair, including by electronic signature where permitted by law, are included in the authorized work (the "Written Scope"). Any service not expressly included is excluded, even if a condition becomes visible after draining.

Description of Authorized Work	
Included Services	
Excluded Services	
Related Contract or Work Order Price	
Related Deposit or Balance Terms	
Estimated Start Date	
Related Estimate or Work Order No.	

Scope Clarification. Unless the Written Scope expressly states otherwise, this drain-only form does not include acid washing, chemical treatment, resurfacing, plaster repair, tile or coping work, leak repair, equipment repair, startup service, water balancing, or ongoing refill monitoring.

Authority to Authorize Work. Owner represents that Owner owns the property or is authorized by the property owner to request and authorize the Written Scope and to accept the risk disclosures and responsibilities in this Agreement.

2. DRAINING, HYDROSTATIC PRESSURE, GROUNDWATER, AND STRUCTURAL RISK

Owner understands that draining a swimming pool or spa creates inherent risks that can exist even when draining is performed with reasonable care. Groundwater, hydrostatic pressure, soil conditions, slope conditions, drainage conditions, or structural conditions may cause a pool shell or spa shell to move, crack, shift, lift, float, settle, or otherwise sustain damage. These conditions may be hidden and may not be reasonably detectable before water is removed.

Exposure to air, sun, wind, and temperature changes after draining may reveal or worsen pre-existing cracking, delamination, hollow areas, surface deterioration, discoloration, tile or grout failure, coping movement, fitting deterioration, leaks, or other conditions that were concealed while the pool or spa was full.

Risk Allocation. To the extent permitted by law, Corona Pool Repair is not responsible for loss or damage caused by groundwater, hydrostatic pressure, soil movement, structural weakness, latent or pre-existing conditions, or environmental conditions that Corona Pool Repair did not cause through negligent performance of the authorized work.

Owner Initials _____

3. EXISTING CONDITIONS, HIDDEN DEFECTS, AND NEWLY REVEALED DAMAGE

Draining can expose cracks, hollow or delaminated plaster, deteriorated finishes, leaking penetrations, damaged fittings, failed sealants, obsolete or damaged drain assemblies, tile or grout defects, coping defects, corrosion, staining, and other conditions that were not previously visible.

The appearance or discovery of a condition after draining does not, by itself, establish that Corona Pool Repair caused the condition. If newly revealed work is outside the Written Scope, correction is additional work and is not included unless separately authorized in writing.

Owner shall disclose known leaks, prior structural movement, prior repairs, known groundwater issues, drainage problems, septic systems, unusual plumbing conditions, electrical problems, automation controls, property restrictions, and other known conditions reasonably relevant to the work.

Owner Initials _____

4. TILE, GROUT, COPING, AND RELATED WORK MUST BE REQUESTED BEFORE WORK BEGINS

If Owner wants tile replacement, tile repair, grout repair, coping work, mastic work, or other related surface work, Owner must communicate that request to Corona Pool Repair before draining or other scheduled work begins.

Tile, grout, coping, and related work are excluded unless expressly included in the Written Scope. A request made after work has begun may be declined, deferred, or separately scheduled because the requested work may require different materials, labor, sequencing, drying time, or project planning.

Any added tile or related work requires a separate written estimate or change order identifying the additional scope, price, and any schedule effect. Corona Pool Repair is not obligated to perform additional work merely because a pre-existing condition becomes visible after draining.

Owner Initials _____

5. DRAIN COVERS, SUCTION FITTINGS, AND SAFETY COMPONENTS

Drain covers, suction fittings, fasteners, and related components can deteriorate from age, ultraviolet exposure, chemicals, corrosion, prior installation conditions, or physical wear. When these components become accessible, Corona Pool Repair may identify conditions that require replacement, repair, or further evaluation.

Unless expressly included in the Written Scope, replacement or modification of drain covers, suction fittings, or related components is additional work. Any replacement component may differ in appearance from the existing component and will be selected based on commercially appropriate compatibility and applicable safety requirements.

Corona Pool Repair may pause or decline work if an unsafe, obsolete, damaged, or incompatible condition prevents the authorized work from proceeding lawfully or reasonably safely.

6. REFILL PROCEDURE AND OWNER MONITORING RESPONSIBILITY

After draining and completion of the authorized work, the pool and/or spa should be refilled as soon as reasonably practical unless Corona Pool Repair gives different written instructions. Unless Corona Pool Repair expressly agrees in the Written Scope to monitor the refill, Owner is responsible for arranging an adequate water supply, starting the refill, continuously monitoring it, completing it, and turning off the water at the proper level. If Owner requests or causes the pool or spa to remain empty longer than reasonably necessary, Owner accepts the increased exposure to weather, temperature, groundwater, and structural conditions to the extent those conditions are not caused by Corona Pool Repair's negligent performance or other nonwaivable conduct.

Once filling begins, Owner should not interrupt the water flow unless Corona Pool Repair instructs otherwise or interruption is necessary for safety. Interrupting the fill may create a permanent waterline, ring, stain, discoloration, or other surface variation. Unless the system or Corona Pool Repair requires otherwise, the normal target water level is approximately the middle of the skimmer opening. A small amount of residual water near a main drain, sump, or undrained spa may be normal and does not, by itself, indicate incomplete draining or require a delay in refilling.

Owner shall promptly notify Corona Pool Repair of unusual leakage, movement, cracking, discoloration, equipment behavior, or other unexpected conditions observed during refill. Corona Pool Repair is not responsible for utility interruptions, changes in water pressure or water quality, water charges, or Owner or third-party interference with the refill, except to the extent expressly assumed in writing.

Owner Initials _____

7. FLOODING AND OVERFILLING

Pools and spas fill at different rates. When refill monitoring is Owner's responsibility, Owner must monitor the water level and shut off the water when the appropriate operating level is reached. Overfilling can cause flooding, erosion, water intrusion, property damage, or other loss.

To the extent permitted by law, Corona Pool Repair is not responsible for overfilling or resulting damage to the extent caused by Owner's or a third party's failure to monitor or stop the refill after that responsibility has been assigned to Owner.

8. EQUIPMENT, ELECTRICAL SYSTEMS, AND AUTOMATION

Owner shall not operate, and shall instruct occupants and other persons not to operate, circulation pumps, heaters, booster pumps, automation-controlled equipment, water features, cleaners, or other water-dependent equipment while the water level is below the level required for safe operation.

Pool and spa lights should not be operated while improperly submerged unless the manufacturer specifically permits dry operation. Owner shall disclose known automation, remote-control, timer, or smart-home functions that may automatically start equipment during the drain or refill process.

Corona Pool Repair is not responsible for equipment or electrical damage to the extent caused by Owner, occupants, tenants, guests, other contractors, or third parties operating or reactivating equipment contrary to these instructions.

Owner Initials _____

9. SITE ACCESS, OCCUPANTS, AND THIRD-PARTY INTERFERENCE

Owner shall provide reasonable and safe access to the work area and shall keep children, pets, guests, tenants, and unauthorized persons away from a drained or partially drained pool or spa and from equipment or materials associated with the work.

Owner is responsible for maintaining ordinary property security and barriers when Corona Pool Repair is not actively controlling the work area. Owner shall not permit another contractor or third party to alter, repair, operate, fill, drain, or otherwise interfere with the pool, spa, equipment, or work in progress without first notifying Corona Pool Repair.

Corona Pool Repair is not responsible for loss or damage to the extent caused by unauthorized entry, third-party work, tampering, misuse, or interference that is outside Corona Pool Repair's control.

10. ADDITIONAL WORK, CHANGE ORDERS, AND WORK STOPPAGE

If draining or the authorized procedure reveals a condition requiring repair, replacement, further evaluation, or a different method of work, Corona Pool Repair may stop or suspend the affected work and advise Owner of the condition.

Except for measures reasonably necessary to protect persons or property or to comply with law, additional or changed work will not be performed unless separately authorized in writing. A change order should identify the added or deleted scope, added or reduced price, and any schedule effect.

Owner may accept or decline separately proposed additional work. If Owner declines work that Corona Pool Repair reasonably determines is necessary to continue safely or lawfully, Corona Pool Repair may leave the affected work incomplete and require Owner to arrange appropriate corrective work before services resume.

11. WATER, UTILITY CHARGES, AND SERVICES NOT INCLUDED

Unless expressly included in the Written Scope, Owner is responsible for water and utility charges associated with draining or refilling. Drain-only service does not include water chemistry startup, balancing, chemicals, acid washing, cleaning, resurfacing, repairs, or other services not expressly identified.

Any additional service requested before or after draining requires separate written authorization and may affect price and scheduling.

12. DRAINAGE, DISCHARGE, PROPERTY RESTRICTIONS, AND LOCAL REQUIREMENTS

Owner shall disclose known drainage limitations, septic systems, HOA restrictions, municipal restrictions, easements, or other property conditions that may affect draining, discharge, access, or refilling.

Corona Pool Repair may select or modify the method, timing, or location of discharge within the Written Scope as reasonably necessary to comply with applicable requirements and site conditions. If lawful or reasonably safe discharge cannot be achieved under the existing scope, Corona Pool Repair may suspend draining until an acceptable method is agreed.

Each party remains responsible for legal requirements allocated to that party by applicable law or the Written Scope. This Agreement does not authorize discharge or disposal in violation of applicable law.

13. NO GUARANTEE OF APPEARANCE OR PRE-EXISTING CONDITION

No Result Guarantee. Corona Pool Repair does not guarantee that draining or refilling will preserve or improve the appearance or condition of pre-existing plaster, aggregate, tile, grout, coping, fittings, sealants, or other components.

The final condition of the pool or spa may be affected by age, original construction, prior repairs, prior chemical history, weather, groundwater, soil conditions, water quality, material composition, and other circumstances outside Corona Pool Repair's reasonable control.

14. ALLOCATION OF RISK AND RESPONSIBILITY

Owner knowingly accepts the inherent and disclosed risks described in this Agreement to the extent those risks are not caused by Corona Pool Repair's negligent performance, willful misconduct, violation of law, or other liability that cannot lawfully be limited.

To the extent permitted by law, Corona Pool Repair is not responsible for damage, cost, delay, or unfavorable outcome to the extent caused by pre-existing or latent conditions, groundwater or soil conditions, Owner or third-party conduct, failure to follow instructions, utility interruption, unauthorized equipment operation, undisclosed restrictions or property conditions, or other causes outside Corona Pool Repair's reasonable control.

Nothing in this Agreement makes Corona Pool Repair an insurer of the property or guarantees that an inherent or hidden condition will not result in damage.

Owner Initials

15. LIMITED INDEMNIFICATION FOR OWNER AND THIRD-PARTY CAUSES

To the extent permitted by applicable law, Owner shall indemnify and hold harmless Corona Pool Repair and its personnel from third-party claims, losses, liabilities, or reasonable costs to the extent caused by:

(a) Owner's material breach of this Agreement; (b) Owner's failure to follow written refill, equipment, access, or safety instructions; (c) acts or omissions of Owner, occupants, guests, tenants, or other contractors; (d) material property conditions or restrictions known to Owner but not disclosed when reasonably relevant to the work; or (e) Owner-requested deviations from Corona Pool Repair's written instructions.

This section does not require Owner to indemnify Corona Pool Repair for Corona Pool Repair's sole negligence, gross negligence, willful misconduct, violation of law, or any liability that applicable law does not permit to be shifted or indemnified.

16. CALIFORNIA STATUTORY RIGHTS AND REQUIRED CONTRACT DOCUMENTS

Nothing in this Agreement waives any cancellation right, statutory warranty, consumer protection, contractor licensing requirement, mandatory disclosure, or other right or obligation that cannot lawfully be waived.

If the work is subject to California home improvement or statutory service-and-repair contract requirements, this Agreement is intended to function only as a supplemental service-specific risk disclosure and work authorization and must be used together with the applicable compliant contract, notices, and disclosures. This Agreement does not, by itself, satisfy or replace mandatory California contract requirements.

17. WRITTEN CHANGES, ENTIRE AGREEMENT FOR RISK DISCLOSURES, AND CONSTRUCTION

This Agreement, together with the Written Scope and any written change orders signed by the parties, states the parties' agreement concerning the service-specific risks and responsibilities addressed here. Oral requests do not modify the scope. Any change to the authorized work, price, or responsibilities must be documented and signed to the extent required by applicable law.

If a provision of this Agreement conflicts with a mandatory law, the mandatory law controls and the remaining provisions remain effective to the fullest extent permitted. If a separate signed project contract contains a more specific term concerning the same subject, the more specific signed term controls to the extent lawful.

Headings are for convenience only. A waiver of one breach is not a waiver of another. Electronic signatures and counterparts may be used to the extent permitted by law.

18. GOVERNING LAW

This Agreement is governed by the laws of the State of California, without limiting any mandatory consumer protection or other law that applies to the transaction.

ACKNOWLEDGMENT AND AUTHORIZATION

By signing below, Owner acknowledges that Owner has read this Agreement, understands the disclosed risks and responsibilities, had an opportunity to ask questions, and authorizes Corona Pool Repair to perform the Written Scope. Owner further acknowledges that draining may expose or aggravate

conditions that were not visible while the pool or spa was full; that newly visible damage does not by itself establish that Corona Pool Repair caused it; that additional or changed work requires separate written authorization; and that no provision of this Agreement waives rights or liabilities that cannot lawfully be waived.

Owner/Customer Printed Name	_____	Date	_____
Owner/Customer Signature	_____	Date	_____
Corona Pool Repair Representative	_____	Date	_____

Form Rev. 09/2026