

# Medallion Pools

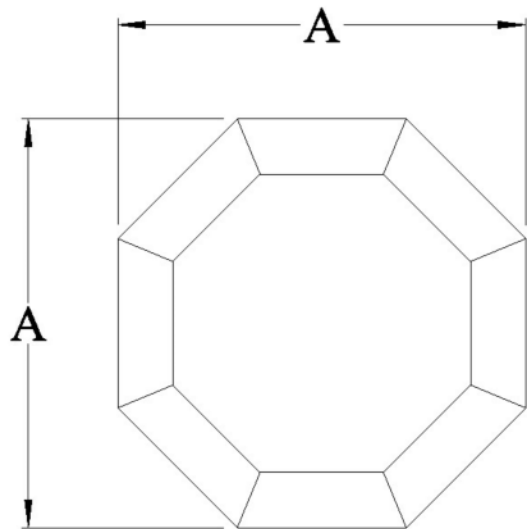
## Standard FunTub and Swim Spa Liner Order Form

Phone: 1-804-526-7665

sales@medallionpools.com

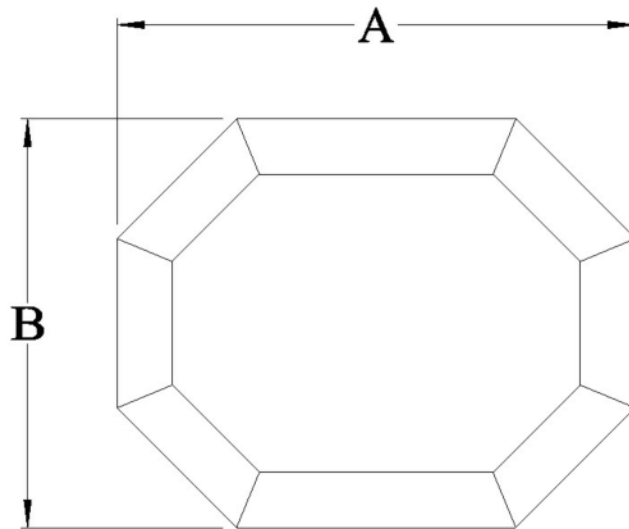
Fax: 1-804-526-1200

### True Octagon FunTub Dimensions



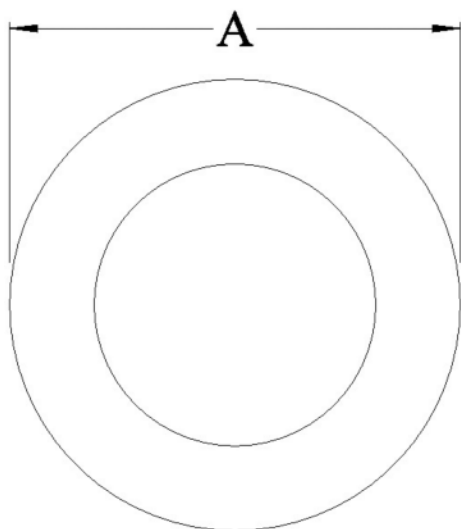
Circle measurement for A: 5' / 6' / 7' / 8'

### Stretch FunTub or Supreme Swim Spa Dimensions



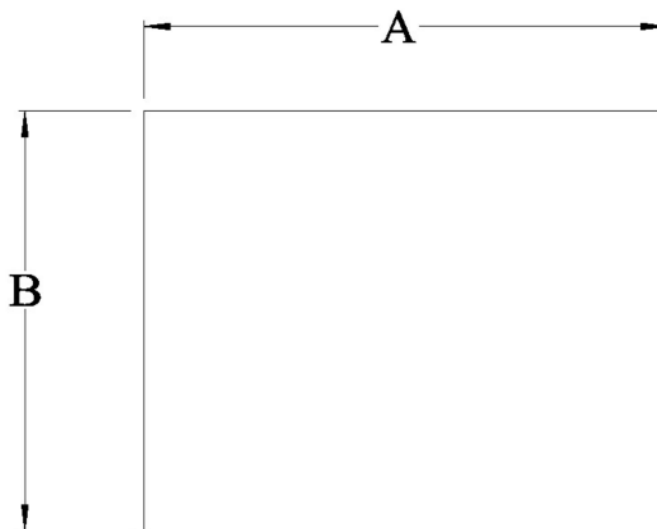
Circle measurement for A: 5'8" / 6'10" / 10' / 12' / 13' / 14'  
Circle measurement for B: 5' / 6' / 7' / 8'

### FunTub II (Round) Dimensions



Circle measurement for A: 7' / 8'

### Ultra and Ultra II Swim Spa Dimensions



Circle measurement for A: 10' / 12' / 14'  
Circle measurement for B: 7' / 8'  
Circle wall height: 42" / 48"

Liner Corner Stair: Yes / No      Benches: No / 1 / 2  
Draw the location of any stair or bench in the box above.  
For Corner Stair and/or Bench you will need to fill out a  
separate measurement form that will become part of this  
order form.

### Liner Pattern And Thickness

Pattern: \_\_\_\_\_

Thickness (Circle): 20mil / 27mil

Initial: \_\_\_\_\_

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### Policies and Agreements

- In this agreement the terms "Medallion", "us", and/or "we" shall represent Medallion Swim Pool Co., Inc. and any employees of this company. In this agreement the terms "Customer", "you", "your", and/or "Purchaser" shall represent the same as the customer listed at the end of this agreement.
- Medallion does not and will not guarantee the installation or workmanship of any independent contractor or dealer, even if recommended by Medallion. Medallion does not and will not guarantee that anyone recommended by Medallion is licensed or insured. It is the Purchaser's responsibility to perform all due diligence before hiring any contractor, even those recommended by Medallion. This due diligence includes, but is not limited to, checking references, verifying any licenses, verifying current insurance status, checking quality of work, etc. All agreements for installation or service are strictly between you and the independent contractor or dealer and are not any responsibility of Medallion. Any disagreements between you and any independent contractor or dealer are strictly between you and that independent contractor or dealer and in no way involve Medallion. Disagreements between you and the independent contractor or dealer in no way constitute a valid reason to void your contract with Medallion. Regardless of what transpires between you and the independent contractor or dealer all written terms and conditions between you and Medallion will remain in effect.
- All material warranties are per the individual manufacturer's warranty. All warranties are limited in nature. All warranty claims are to be handled directly between the purchaser and the manufacturer of the defective product. See warranty for complete details.
- There are no warranties which extend beyond the description on the face hereof.
- Medallion makes no warranty, expressed or implied, including the warranty of merchantability or fitness for a particular purpose.
- It is mutually understood and agreed that this agreement shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance. Any action at laws, suit in equity, or judicial proceeding for the enforcement of this agreement or any other provision or for any other reason shall be instituted only in the courts of the Commonwealth of Virginia, City of Colonial Heights. Purchaser agrees to be responsible for any and all legal costs for both purchaser and Medallion.
- If you are paying for your purchase with a credit card you also agree to the following: You agree to pay your credit card in accordance with your card holder agreement. You understand and agree that you can not file a chargeback for any reason other than if there is a fraudulent transaction you did not make. By agreeing to buy products from Medallion you understand and agree that you are waiving your rights to a chargeback against Medallion.
- In the event Medallion takes any action against purchaser to collect any monies due Medallion from purchaser hereunder, purchaser agrees to pay all costs of collection including, but not limited to, any attorney's fees.
- It is the purchaser's responsibility to verify that the installation and equipment meet their local, state, and county codes. Any equipment or design changes required will be at the purchaser's expense.
- The purchaser gives Medallion, its successors or assigns, and/or anyone acting under their authority or permission thereof, the unqualified right to make and or copyright the photographs of the homeowners pool and/or spa and all surrounding landscaping and property to use or distribute such photographs or any reproduction thereof, or name, or endorsement, together or separately, anywhere, in any manner, at any time hereafter and as often as desired, for any commercial, public, or private purpose. The purchaser hereby waives all rights of inspection or approval and irrevocably releases Medallion, its successors or assigns, and/or anyone acting under their authority or permission thereof from all claims or demands for the use and publication of such photographs, signature, or endorsement as herein authorized.
- Please note that all liners must be paid in full and all measurements turned in to Medallion before the liner is ordered. Once ordered your liner will normally ship within 5-7 business days. Your liner will be manufactured as per the information you provided above. Once ordered, liners are non-returnable. Returns or exchanges will not be allowed.
- You understand and agree that the liner you are ordering will be manufactured according to the measurements provided on this form. Should the liner not fit due to improper information it is solely your responsibility and not Medallion's.

**Do not sign this agreement until you have read and understood all of the above statements. By your signature below you are stating that you understand and agree to all of the above items. You are also stating that you understand and agree that you are giving up certain legal rights as well as rights with your credit card company.**

I have received, read, understand, and agree to all of the above policies.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_