

**ACKNOWLEDGEMENT AND AGREEMENT OF THE LIMITED ROLE OF
THURSDAY POOLS, LLC AND RIVER POOLS FRANCHISING, LLC**

The dealer's customer listed below acknowledges and agrees as follows:

Thursday Pools, LLC ("**Thursday**") manufactures pool shells for the brands *Thursday Pools*[®] and *River Pools*[®] and sells those pool shells to independently owned and operated franchisees and dealers (collectively referred to herein as "Installers"). Thursday does not install pool shells and is not involved in Installers' pool installations.

River Pools Franchising, LLC ("**Franchising**") provides independently owned and operated River Pools franchisees with the right to market the River Pools brand of pool shells as a franchisee. Franchising does not manufacture pool shells. Franchising does not install pool shells and is not involved in Installer pool installations.

Installers enter into contracts with customers to install pool shells, and Installers purchase pool shells from Thursday. Neither Thursday nor Franchising is a party to the Installer's contract with the customer, and Installers are not agents of either Thursday or Franchising for any purpose. Customer acknowledges that it is contracting only with Installers and, other than the warranty on the pool shell, its sole recourse is against Installers. Customer further acknowledges and agrees that Installer is not an agent, express or implied, of either Thursday or Franchising and Installer has no authority to act on behalf of Thursday or Franchising. Thursday is only a supplier of a pool shell to the Installers. Neither Thursday nor Franchising is a guarantor of Installer's performance or an endorser of Installer's services, and neither Thursday or Franchising is responsible for Installer's installation or other contract performance.

Installers place orders for pool shells with Thursday, and Thursday makes the pool shells available for pickup by Installer's carrier at the time prescribed by Thursday and upon full payment by Installer for the pool shell. Installers then make arrangements for transporting the pool shell. Customer acknowledges that Thursday's obligations to customer are limited to the warranty on the pool shell, and customer further acknowledges that Franchising has no obligations to customer.

Customer's acknowledgement and acceptance of these terms are a condition precedent to customer's contract with Installers to install a *Thursday Pools* or *River Pools* branded pool shell, and to Thursday's obligation to sell a pool shell to Installers. These terms are not and may not be changed by any written or verbal statements or marketing materials and may be changed only by a writing signed by the chief executive officer of Thursday and Franchising.

Customer acknowledges that customer has read and understands these terms and conditions; and that customer has consulted, or been provided an opportunity to consult, with legal counsel of customer's choosing before signing below. If customer has any questions regarding the foregoing, please contact Thursday at 877-929-7665 ext. 0, or Franchising at franchising@riverpoolsandspas.com.

ACKNOWLEDGED AND AGREED:

“CUSTOMER”

Printed:

(Address)

(City, State, Zip)

Date:

Printed:

(Address)

(City, State, Zip)

Date: _____