



15 Hargrove Ln., Bldg. 3K • Palm Coast, FL 32137  
Office (386) 447-3390 • Fax (386) 447-3391  
www.WatersidePoolsInc.com



Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Waterside Pools, Inc. agrees to construct for and sell to \_\_\_\_\_  
\_\_\_\_\_ ("Buyer"),

Whose residence is \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

the swimming pool and related equipment described below (herein collectively called the "work") **to be installed at**

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Permit Bldg. Dept. \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Book \_\_\_\_\_ Pg/s \_\_\_\_\_

Subdivision Name: \_\_\_\_\_

Association Management Name: \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

New Home Construction: Builder Name \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

Pool Plan Specifications

"EZ Flow Pool" \_\_\_\_\_ or "Genesis Pool" \_\_\_\_\_

Pool Dimensions \_\_\_\_\_ x \_\_\_\_\_ Depth \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_

Water Surface Area Sq. Ft. \_\_\_\_\_ Perimeter Ft. / Linear Ft. \_\_\_\_\_

Construction Specifications

This contract will use the initials W.P. when referencing Waterside Pools, Inc.

- 1. W.P. to supply Pool layout plans, structural Pool engineering plans, Pool construction permits..... Included
- 2. W.P. to supply Screen engineering plans and permit.....Yes \_\_\_\_ No \_\_\_\_
- 3. W.P. to supply Initial survey with pool on it **and** Final survey..... Yes \_\_\_\_ No \_\_\_\_
- 4. Access wall or fence to be: Removed by Owner \_\_\_\_\_ W.P. \_\_\_\_\_ Type: \_\_\_\_\_  
Replaced by Owner \_\_\_\_\_ W.P. \_\_\_\_\_ N/A \_\_\_\_\_
- 5. Demolition and Remove from pool site:  
Stumps: Yes \_\_\_\_ No \_\_\_\_ Qty \_\_\_\_\_ Size \_\_\_\_\_ Existing Screen: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_  
Shrubs: Yes \_\_\_\_ No \_\_\_\_ Qty \_\_\_\_\_ Existing Elite Roof: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_  
Concrete: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_ Lift and Stack Pavers: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_  
Paver bricks / Stones: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_ Walls / Block: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_  
Other Material / Debris: Yes \_\_\_\_ No \_\_\_\_ Sq. Ft. \_\_\_\_\_ Type \_\_\_\_\_
- 6. Lay-out pool shape in yard with wood forms.....Included
- 7. Excavate pool and remove excess soil (Unless fill is usable and needed on site) .....Included

General Structure

- 8. Engineered steel reinforcing throughout pool structure: 6" OC \_\_\_\_\_ 10" OC \_\_\_\_\_ 12" OC \_\_\_\_\_ ..... Yes \_\_\_\_ No \_\_\_\_  
Wood Wall Shoring \_\_\_\_ Ln. Ft. \_\_\_\_\_ Angle of Repose Steel (6" o.c.) \_\_\_\_ Sq. Ft. \_\_\_\_\_
- 9. Shoot reinforced steel structure with concrete to meet county codes: .....Yes \_\_\_\_ No \_\_\_\_  
6" Wall \_\_\_\_\_ 8" Bond Beam \_\_\_\_\_ 12" Bond Beam \_\_\_\_\_
- 10. Shallow end steps, custom-formed to include \_\_\_\_\_ linear feet Total # of steps \_\_\_\_\_ ..... Yes \_\_\_\_ No \_\_\_\_
- 11. Shallow end benches: Qty: \_\_\_\_\_ Bench #1 Ln. Ft. \_\_\_\_\_ Bench #2 Ln. Ft. \_\_\_\_\_ .....Yes \_\_\_\_ No \_\_\_\_
- 12. Sun-Shelf: Top Step Level \_\_\_\_ 2<sup>nd</sup> Step Level \_\_\_\_ 12" Step-Shelf \_\_\_\_ Stools \_\_\_\_ Dia. \_\_\_\_ Qty. \_\_\_\_ .... Yes \_\_\_\_ No \_\_\_\_
- 13. Swim-out: Qty: \_\_\_\_\_ Swim-out #1 L.F. \_\_\_\_\_ Swim-out #2 L.F. \_\_\_\_\_ **or** Ladder \_\_\_\_\_ .....Yes \_\_\_\_ No \_\_\_\_
- 14. Handrail: Figure 4 \_\_\_\_ Contemporary Style \_\_\_\_ Deck to Step \_\_\_\_ Pool \_\_\_\_ Qty \_\_\_\_ Spa \_\_\_\_ Qty \_\_\_\_ ..Yes \_\_\_\_ No \_\_\_\_

Pool Equipment / Plumbing

- 15. Concrete pads for equipment: Hunk Lite \_\_\_\_\_ Poured \_\_\_\_\_ Future Heater (Slab only) \_\_\_\_\_ .....Yes \_\_\_\_ No \_\_\_\_
- 16. Pool equipment to be installed within \_\_\_\_\_ feet of pool .....Included

17. Pump, with motor, hair and lint strainer: Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
Single Spd. \_\_\_ 2 Spd. \_\_\_ Var.Sp. \_\_\_ HP: ¾ \_\_\_ 1 \_\_\_ 1.5 \_\_\_ 1.85 \_\_\_ 2 \_\_\_ 2.5 \_\_\_ 2.85 \_\_\_ 3 \_\_\_ 4 \_\_\_
18. Additional Pump: Manufacturer \_\_\_\_\_ HP \_\_\_\_\_ SS \_\_\_ 2 Spd. \_\_\_ VS \_\_\_\_\_ Yes \_\_\_ No \_\_\_
19. Filter: Qty. \_\_\_ Mfr: \_\_\_\_\_ DE \_\_\_\_\_ Cartridge \_\_\_\_\_ Sand \_\_\_\_\_ Size #1 \_\_\_\_\_ #2 \_\_\_\_\_ .... Yes \_\_\_ No \_\_\_
20. LED Light: Qty. \_\_\_ White \_\_\_ Color \_\_\_\_\_ Yes \_\_\_ No \_\_\_
21. Pool Heater: Manufacturer \_\_\_\_\_ Gas \_\_\_ BTU \_\_\_\_\_ LP \_\_\_ **or** Natural \_\_\_ .....Yes \_\_\_ No \_\_\_  
Manufacturer \_\_\_\_\_ Electric Heat Pump \_\_\_\_\_ BTU \_\_\_\_\_ Model \_\_\_\_\_  
Manufacturer \_\_\_\_\_ Solar \_\_\_\_\_ Panel Qty. \_\_\_\_\_ 2<sup>nd</sup> Story \_\_\_\_\_
22. Main Drain with (1) Hydrostatic Relief Valve: Dual \_\_\_ **or** Debris Removal w/ Sidewall \_\_\_ .....Yes \_\_\_ No \_\_\_
23. Skimmer, weir and basket: Qty. \_\_\_ Standard \_\_\_ Power \_\_\_\_\_ Yes \_\_\_ No \_\_\_
24. Vacuum Line: 1.5" Suction Line with Vac Lock \_\_\_ 1.5" Pressure Line \_\_\_\_\_ Yes \_\_\_ No \_\_\_
25. Automatic pool cleaner type: Suction \_\_\_ **or** Pressure \_\_\_\_\_ Model \_\_\_\_\_ Yes \_\_\_ No \_\_\_
26. Return Lines with eyeball inlets: Qty \_\_\_\_\_ Color: Wht. \_\_\_ Blk. \_\_\_ Grey \_\_\_ Other \_\_\_\_\_ Yes \_\_\_ No \_\_\_
27. EZ Flow Jets: Qty. \_\_\_ (**White Color Only**) .....Yes \_\_\_ No \_\_\_
28. Auto Fill Unit and Line (Connected to closest hose bib) .....Yes \_\_\_ No \_\_\_
29. Auto Drain Line with Rock-Filled Bucket .....Yes \_\_\_ No \_\_\_

**Chlorination / Electric**

30. Automatic chlorinator: In-Line \_\_\_ **or** Salt \_\_\_\_\_ Yes \_\_\_ No \_\_\_
31. Salt System, Timer: 2 Spd clock \_\_\_ Aquarite \_\_\_ Pro Plus \_\_\_ Omnilogic \_\_\_ Other \_\_\_\_\_ ..Yes \_\_\_ No \_\_\_
32. Automation / Controls: Light Switch \_\_\_ Wired panel \_\_\_ Wireless control \_\_\_ Qty. Actuators \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Wireless control by: Owner phone / computer only \_\_\_ Aqua Connect w/ owner phone \_\_\_\_\_  
Tabletop remote \_\_\_ Aqua Pod remote \_\_\_ Omnilogic remote \_\_\_\_\_  
Other \_\_\_\_\_
33. Sanitizers / Chem. assist: Sense & Dispense \_\_\_ UV only \_\_\_ Ozone only \_\_\_ UV / Ozone \_\_\_\_\_ ..Yes \_\_\_ No \_\_\_
34. Future Heater Preparation: Electric Only \_\_\_ Electric and Slab \_\_\_ (Up to **100'** Electric Inc.) ..... Yes \_\_\_ No \_\_\_
35. Equipment Rack: Remote Rack \_\_\_ Distance from house \_\_\_\_\_ Elevated Rack \_\_\_ Hgt. \_\_\_\_\_ ... Yes \_\_\_ No \_\_\_

**Coping / Decking**

36. Footer: Width - 8" \_\_\_ 12" \_\_\_ 18" \_\_\_ 2' \_\_\_ 2.5' \_\_\_ 3' \_\_\_\_\_ Elev. / Extended \_\_\_ Hgt. \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_
37. Coping: Cantilever Concrete \_\_\_ Bullnose Paver Brick \_\_\_ Bullnose Travertine \_\_\_ Size \_\_\_\_\_ ...Yes \_\_\_ No \_\_\_  
Bullnose Artistic Paver \_\_\_ Size \_\_\_\_\_ Natural Rock \_\_\_ Other \_\_\_\_\_
38. Concrete Band Coping (Isolated coping from deck) .....Yes \_\_\_ No \_\_\_
39. New Decking: **Sq. Ft.** \_\_\_\_\_ Cantilever Concrete w/ Texture / Paint \_\_\_ Thick Pavers \_\_\_\_\_ ...Yes \_\_\_ No \_\_\_  
Cantilever Concrete Broom Finish \_\_\_ Travertine Pavers \_\_\_ Artistic Pavers \_\_\_\_\_  
Paver cement-set like tile \_\_\_ Travertine cement-set like tile \_\_\_ Other \_\_\_\_\_
40. Existing Deck: **Sq. Ft.** \_\_\_\_\_ Texture / Paint \_\_\_ Paint Only \_\_\_ Crack Repair \_\_\_ LF \_\_\_\_\_ ...Yes \_\_\_ No \_\_\_  
Thin Pavers \_\_\_ Thick Pavers \_\_\_ Travertine Pavers \_\_\_ Artistic Pavers \_\_\_\_\_  
Paver **cement-set** like tile \_\_\_ Travertine **cement-set** like tile \_\_\_ Other \_\_\_\_\_
41. Color Band (Saw-Cut and Painting): Pool only \_\_\_ Pool and spa \_\_\_\_\_ Yes \_\_\_ No \_\_\_
42. Sub-surface Deco Drainage: 1.5" \_\_\_ 2" \_\_\_ 3" \_\_\_ 4" \_\_\_ Custom \_\_\_\_\_ .... Yes \_\_\_ No \_\_\_
43. Step Risers: Tiled \_\_\_ Paver \_\_\_ Travertine \_\_\_ Texture / Paint \_\_\_ Other \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_
44. Planter: Qty. \_\_\_ Flush in deck \_\_\_ Pedestal style \_\_\_ Hgt.: 6" \_\_\_ 12" \_\_\_ 18" \_\_\_ 24" \_\_\_\_\_ Yes \_\_\_ No \_\_\_
45. Elevated Pool Wall Hgt.: 6" \_\_\_ 12" \_\_\_ 18" \_\_\_ 24" \_\_\_ / Hand Holds \_\_\_ Qty. \_\_\_\_\_  
Tiled \_\_\_ Natural Rock \_\_\_ Ledger Stone \_\_\_ Paver Riser \_\_\_ Other \_\_\_\_\_ Yes \_\_\_ No \_\_\_

**Barriers**

46. Screen Enclosure: Mansard \_\_\_ Dome \_\_\_ Door Qty. \_\_\_\_\_ Picture Frame \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
18/14 Mesh \_\_\_ 20/20 Mesh \_\_\_ Walls Only \_\_\_ Roof Only \_\_\_ Walls & Roof \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Other Mesh \_\_\_\_\_ Kick Plate \_\_\_ Size \_\_\_\_\_ Doggy Door \_\_\_ Size \_\_\_\_\_ Other \_\_\_\_\_  
(If 30" Above Grade) Required; Pickets \_\_\_ LF \_\_\_\_\_ **or** SS Cables \_\_\_ LF \_\_\_\_\_ Other \_\_\_\_\_
47. Elite Roofing Structure: **Sq. Ft.** \_\_\_\_\_ Fan Beam \_\_\_ Fan Beam & Electric \_\_\_\_\_ Yes \_\_\_ No \_\_\_
48. Fencing: **Ln. Ft.** \_\_\_\_\_ Vinyl \_\_\_ Hgt. \_\_\_ Gate Qty. \_\_\_\_\_ Gate Size \_\_\_\_\_ Color \_\_\_\_\_ Yes \_\_\_ No \_\_\_  
Wood \_\_\_ Hgt. \_\_\_ Gate Qty. \_\_\_\_\_ Gate Size \_\_\_\_\_  
Aluminum \_\_\_ Hgt. \_\_\_ Gate Qty. \_\_\_\_\_ Gate Size \_\_\_\_\_ Color \_\_\_\_\_  
Chain Link \_\_\_ Hgt. \_\_\_ Gate Qty. \_\_\_\_\_ Gate Size \_\_\_\_\_ Color \_\_\_\_\_
49. Required Barriers: **Alarms:** Window / Door \_\_\_\_\_ Qty. \_\_\_\_\_ Poolside \_\_\_\_\_ Qty. \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
**Baby Fence** \_\_\_\_\_ Ln. Ft. \_\_\_\_\_ Self Close / Self latch Gate \_\_\_ Qty. \_\_\_\_\_

Barriers Continued

50. Block Wall: Retaining / Stem Wall \_\_\_ Up to \_\_\_ High    Equipment Wall \_\_\_ Up to \_\_\_ High ..... Yes \_\_\_ No \_\_\_  
Knee Wall \_\_\_ Up to \_\_\_ High    Stucco Only \_\_\_    Paint Only \_\_\_    Stucco & Paint \_\_\_  
Unfinished wall \_\_\_    Paver Cement-Set Riser \_\_\_    Other \_\_\_\_\_

Tile

51. 6" x 6" band of Waterline tile:    **Standard** \_\_\_    Upgrade Tile \_\_\_    Natural Rock \_\_\_ .....Yes \_\_\_ No \_\_\_  
52. Insert Tile: 3" x 3" Std. \_\_\_    Lined \_\_\_    Steps & Benches \_\_\_    Bench Only \_\_\_    Cap tile \_\_\_ .....Yes \_\_\_ No \_\_\_

Other Features

53. Waterfalls: Deck Jets \_\_\_ Qty. \_\_\_    Bubbler \_\_\_ Qty. \_\_\_    LED Bubbler \_\_\_ Qty. \_\_\_ .....Yes \_\_\_ No \_\_\_  
Sheer \_\_\_ Size \_\_\_ Qty. \_\_\_    LED Sheer \_\_\_ Size \_\_\_ Qty. \_\_\_    Sheer Arc \_\_\_ Size \_\_\_ Qty. \_\_\_  
Laminar \_\_\_ Qty. \_\_\_    Rock \_\_\_ Hgt. \_\_\_ Qty. \_\_\_    Accent Rock \_\_\_ Dia. \_\_\_ Qty. \_\_\_    Fire Bowl \_\_\_ Qty. \_\_\_  
Water Bowl \_\_\_ Qty. \_\_\_    Fire & Water Bowl \_\_\_ Qty. \_\_\_    LED Water Bowl \_\_\_ Qty. \_\_\_

Therapy Spa

54. Surface Sq. Ft. \_\_\_\_\_    Depth \_\_\_\_\_    **Inside** Perimeter Ft. \_\_\_\_\_    **Outside** Perimeter Ft. \_\_\_\_\_.....Yes \_\_\_ No \_\_\_  
6' Diameter Rnd. \_\_\_    7' Diameter Rnd. \_\_\_    8' Diameter Rnd. \_\_\_  
6' x 6' Square \_\_\_    7' x 7' Square \_\_\_    8' x 8' Square \_\_\_    Custom Size \_\_\_\_\_  
55. Spa elevated \_\_\_ total inches high with a dam wall between the pool and spa .....Yes \_\_\_ No \_\_\_  
56. Pedestal Spa Height: 6"\_\_\_    12"\_\_\_    18"\_\_\_    24"\_\_\_    Other \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
57. Spillway: Qty. \_\_\_    Granite \_\_\_    Length \_\_\_    Seamed\_\_\_    Tile \_\_\_    Rock\_\_\_    Other \_\_\_\_\_ .. Yes \_\_\_ No \_\_\_  
58. Pedestal Wall Material: Tile \_\_\_    Rock \_\_\_    Ledger Stone \_\_\_    Texture / Paint \_\_\_    Other \_\_\_\_\_    Yes \_\_\_ No \_\_\_  
59. Coping: Concrete \_\_\_    Paver Brick \_\_\_    Travertine \_\_\_    Artistic Paver \_\_\_    Rock\_\_\_    Other \_\_\_\_\_ ...Yes \_\_\_ No \_\_\_  
60. 6" x 6" band of water-line tile:    Standard \_\_\_    Upgrade \_\_\_    Rock \_\_\_    All Tile Spa \_\_\_ .....Yes \_\_\_ No \_\_\_  
61. Insert Tile:    3" x 3" tile \_\_\_    Lined Tile \_\_\_    Cap tile \_\_\_\_\_    Other \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
62. Glass Block:    Quantity \_\_\_    # Rows of Block \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
63. Main drain:    Dual \_\_\_\_\_    Debris Removal w/ Sidewall drain \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
64. Spa Jets / Returns:    Therapy Jet Qty. \_\_\_    Eyeballs \_\_\_    **or**    Fountain Line with Head \_\_\_\_\_.....Yes \_\_\_ No \_\_\_  
65. Custom Jet Pattern: Description \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
66. Air Blower \_\_\_\_\_ 1 HP \_\_\_    1.5 HP \_\_\_    2 HP \_\_\_    **or**    Venturi Style injection \_\_\_ .....Yes \_\_\_ No \_\_\_  
67. LED Spa Light: Qty. \_\_\_    White \_\_\_    Color \_\_\_ .....Yes \_\_\_ No \_\_\_

Other General Items

68. Interior Surface material for Pool (and Spa if applicable): .....Included  
Type: Exposed aggregate \_\_\_    Sun Stone \_\_\_    Crystal Stone \_\_\_    Polished aggregate \_\_\_  
Pebble Tech \_\_\_    Pebble Sheen \_\_\_    Other \_\_\_\_\_  
69. Pre-Filter **Owner Water** fill-up \_\_\_\_\_    **or**    Water Truck to deliver water \_\_\_\_\_ # of trucks \_\_\_\_\_ .....Yes \_\_\_ No \_\_\_  
70. Startup Service and Instructions: 1 Month \_\_\_\_\_    3 Months \_\_\_\_\_    6 Months \_\_\_\_\_    1 Year \_\_\_\_\_ .....Included  
71. Deluxe cleaning tools: Brush, Vacuum Head and Hose, Skimmer Net, Thermometer, Pole and Test kit .....Included

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOMEOWNER RESPOSIBILITIES:

1. Sanitation, water supply systems, and utilities (overhead and underground) to be rerouted where required ...**By Others**  
2. If contract includes removing stumps, then trees need to be cut down so that the stump will be 2 feet in height or less .....**By Others**  
3. Gas supply lines, required drawings, hook ups, permits and inspections by code .....**By Others**  
4. Electrical panel changes, additional breakers, additional GFI outlets or receptacles, additional conduit footage over 100’, underground trenching or reroutes by code (unless specified under contract) .....**By Others**  
5. Existing Fences and Gates on homeowners’ property needing modification and / or repair to be used as a pool barrier, must be completed, and approved by code, before pool is filled with water .....**By Others**

# TERMS AND CONDITIONS

## 1. GUARANTEES AND WARRANTIES

- a) **Waterside Pools, Inc.** guarantees its work to be free from defects in materials and workmanship for a period of one year from date pool is originally surfaced, while the original buyer owns the pool.
- b) **Waterside Pools, Inc.** further guarantees that the pool structure will remain structurally sound for the lifetime of the pool, (residential pools only), while the pool is owned by the original Buyer. Commercial pools are structurally guaranteed for 10 years to the original buyer. Coping, tile, decking, colors, plaster, plumbing, fittings, electrical, filter, heater and other pool accessories are, by definition, not part of the pool structure. The term structurally sound means that the structural concrete shell of the swimming pool can retain water, and in the event of failure to do so, **Waterside Pools, Inc.** will within this period repair the pool structure so that it will retain water.
- c) All non-structural pool appurtenances, including all pool equipment installed as provided for in this contract, carries a one-year warranty against defects in materials and workmanship through **Waterside Pools, Inc.** unless otherwise specified. Some items may carry a longer warranty through the manufacturer; see their literature for details. **Waterside Pools, Inc.** cannot replace any items we did not originally sell or install for the buyer. If said items need to be replaced for any reason, including any type of warranty work, the Buyer is responsible for re-supplying and/or re-installing said items, at no cost to **Waterside Pools, Inc.**
- d) With exposed aggregate and other pool plasters, there is no guarantee against shading, blotching, streaking, staining, discolorations, etching, retaining the original smoothness, or check cracking. Such problems can result from local water conditions, improper use of chemicals, or improper maintenance of the pool. The finish will not be uniform in texture but will be within Pool Industry standards. Inconsistent texture, waviness and shade variations are expected in natural material applied by hand. The Buyer is responsible for maintaining the pool water chemical balance within the ranges on the paperwork given by **Waterside Pools, Inc.** Failure to maintain proper chemical balance could result in damage to the pool surface or equipment that would not be warranted. Marcite is warranted for one year against delaminating, while the upgraded surfaces are warranted for five years against delaminating. Industry standards dictate up to 10% of the surface can be repaired without resurfacing the entire pool.
- e) Buyer understands limitations on natural and man-made products: all pavers, tiles, natural brick, stone materials, etc. The materials vary in color, texture, and size from one piece to the next. They will not line up perfectly even, as would symmetrically manufactured coping and paver bricks. The backside of the coping will vary to some degree. The deck, because of the unevenness of the material, will have uneven joints. Paver and stone cuts are done by hand, gapping up to 1/4" may occur due to uneven surfaces or radius cuts. Slight marring and/or chipping to pool materials (within industry standards), may occur due to handling. Materials used to repair or replace any defective or broken item, will not match exactly, due to expected variations in different batches and lots. Tiles made from clay, may vary in color and size, the pigment may "bleed" out of the material. Colored grout may also "bleed", damaging other items; this is not covered under warranty.
- f) Walks, decking and deck toppings are not guaranteed against cracking, checking, and/or discoloration. **Waterside Pools, Inc.** may install either plastic expansion joints or saw cuts in the deck to attempt to minimize cracking.
- g) In the event the pool needs to be drained for a warranty repair, the Buyer is responsible for the cost of refilling and balancing the pool. Defects and failures resulting from mistreatment or neglect by Buyer will be repaired or serviced at Buyers expense.
- h) The Buyer is responsible for preventing the theft of any equipment, or materials once it is installed on the job site.
- i) Where Buyer has work performed by others that is not provided for in this Contract - such as, but not limited to, electrical panel changes, landscaping, decking, erection of fences and retaining walls - **Waterside Pools, Inc.** Does not guarantee and warrant such work for loss or damages, if any, which may result there from.
- j) The guarantees and warranties are effective only if Buyer has complied with all the Terms and Conditions, payments, and other provisions of this Contract. Unless otherwise specified, pool completion is defined as the pool being surfaced. Punch list items or balancing do not delay completion. The guarantees and warranties become void if: the pool structure is damaged by hydrostatic uplift, any earth or fill ground movement, additional loads imposed by adjacent structures, acts of God, Buyer fails to comply with decking installation requirements as set forth by **Waterside Pools, Inc.**; or if there is a transfer or change of ownership of the property.
- k) THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES including (where permitted by law) any implied warranty of merchantability or fitness, and of any other obligation or liability, including negligence on the part of **Waterside Pools, Inc.** **Waterside Pools, Inc.** shall in no event be liable for special or consequential damages.

## 2. CONTRACT

- a) This contract constitutes the entire Contract, and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by any commitment or arrangement not specified in the Contract. In the event additional work is added to this Contract, it is agreed that the total price under this Contract shall be increased by the price of such additional work. The entire amount of the increase due to the additional work is due in full upon signing the addendum, unless specified on the addendum. All terms and conditions of the Contract, with the exception of the payment schedule, shall apply to any addendums, if any provisions (or portion thereof) of this Contract shall be deemed invalid, it is agreed that such invalidity shall affect only such provision (or portion thereof) and that the remainder of this Contract shall remain in force and effect. If the buyer cancels this contract after the 3-day rescission period, **Waterside Pools, Inc.** reserves the right to collect a minimum of **20% of the contract**, as liquidated damages.



b) It is a condition of Contractor's obligations hereunder, that Contractor's Pool Counselor has not exceeded his limited authority to commit contractor on price, time of construction, equipment or other material term or condition of this contract.

### 3. RESPONSIBILITIES OF **Waterside Pools, Inc.** CONDITIONS AND LIMITATIONS

a) **Waterside Pools, Inc.** agrees to do all work provided in this Contract in a good and workmanlike manner, but shall not be responsible for delay or failure to perform work when such delay or failure is due to: failure of Buyer to perform any obligation to be performed by him hereunder, acts of God, war, riots, or other civil disturbances, labor disputes, government prohibitions, non-issuance of all required permits affecting pool construction, or other reasons beyond its control.

b) **Waterside Pools, Inc.** is not responsible for damage to existing improved or unimproved conditions on, in or under the property including, but not limited to; such items as curbs, sidewalks, driveways, streets, tiebacks, seawalls, patios, trees, lawns, shrubs, fences, walls, structural foundations, any piping, sprinkler systems or other appurtenances. After the pool is filled with water, **Waterside Pools, Inc.** is not responsible for flotation of pool. While the pool is under construction, if the underground water table cannot be controlled using a standard 2" centrifugal pump, the pool owner will be quoted an extra de-watering charge. If while excavating the pool, muck or unstable soil conditions are found to exist, or a trash pile left from the original construction, construction will stop, and the condition will be evaluated, and extra charges will incur. Any situation that causes excessive soil cave in, including heavy rain, lack of adequate roof gutters, unstable soil etc. may cause construction to stop, the condition will be evaluated, and extra charges may incur. Any concrete slab removal is assumed to be a standard 4" thick slab with wire mesh. If the slab is more substantial, additional removal costs may be incurred.

c) **Waterside Pools, Inc.** reserves the right to substitute Manufactured products that may not be readily available. Any product substituted will be of equal or greater performance and/or value at **Waterside Pools, Inc.** discretion. When product changes are made, it is **Waterside Pools, Inc.** policy to use the newest products available on display in our showroom, even if they were not previously available at the time of contract signing. Buyer agrees to grant **Waterside Pools, Inc.** or any of its representatives, access to the pool for promotional purposes.

d) **Waterside Pools, Inc.** includes up to using 20 tons existing soil for back filling and covering the pipes. We also include up to 5 tons of sand and rock for each 700 sq. ft. of deck. If additional fill is needed to bring the area to proper grade, a quote will be given. We will itemize these charges for the Buyers approval.

e) All pool, spa and deck dimensions are approximate with up to six inches tolerance either way. The pool and/or spa will be within three-quarters of an inch of being level. Buyer(s) and Contractor agree it would be difficult and impractical to compute the actual damages in the event any dimension exceeds the above-agreed tolerances. Therefore, liquidated damages for such greater deviations in the surface area of the pool, spa and/or deck, as specified on the reverse side of this contract, shall be \$5.00 per square foot. Liquidated damages for any such greater deviation in depth of the pool and/or spa shall be \$12.00 per inch of depth. Liquidated damages for the pool being more than 3/4' out of level shall be \$25.00 per quarter inch of depth.

### 4. RESPONSIBILITIES OF BUYER

a) Buyer agrees to abide by the terms of this Contract and perform all of Buyers responsibilities and obligations contained herein.

b) In the event Buyer authorized access through adjacent properties for **Waterside Pools, Inc.** use during construction, Buyer is required to obtain permission from the owners of the adjacent properties for such use, and Buyer agrees to be responsible and to hold **Waterside Pools, Inc.** harmless and accept any risks and damage thereof.

c) Any approvals or fees required from any Architectural Review Board, Homeowner Association, or other entity apart from the building department is the pool Buyer's responsibility. Any property variance permits, and fees are the Homeowners/Buyers responsibility.

d) NOTICE: Compliance with local codes, including safety codes for alarms, fences, etc. are the responsibility of the Buyer. If the Municipality, Codes, or prevailing conditions require soil test, pilings, sea wall tiebacks, special footers, upgraded structural schedules, a wastewater well, equipment landscape screening, equipment walls, shoring or any other items not specifically itemized in this contract, extra charges will occur, as they are not included in the normal pool price. If the governing authority upgrades or changes the current code, those changes or additional expenses resulting thereof, are the responsibilities of the Buyer.

e) In the event of a hurricane watch or warning, it is understood that **Waterside Pools, Inc.** may not be able to remove or secure construction items or debris at the pool site. It is the responsibility of the buyer to secure said items, so as not to endanger other property or lives. **Waterside Pools, Inc.** will be held harmless for any damage caused from projected debris during or after storms that may occur.

f) Drainage beyond the pool site is to be provided by the Buyer and is to meet city and/or county requirements. **Waterside Pools, Inc.** will do no grading, other than that for pool site preparation, unless specified on this Contract. **Waterside Pools, Inc.** will leave the site rough graded. Buyer is responsible for finish grade, drainage easements and landscaping. In the event touch-up paint or similar material is needed, customer will supply said material to **Waterside Pools, Inc.**, Buyer is responsible to obtain any drawings, permits and inspections, for any work not specified in the Contract.

g) In the event the Buyer is responsible for building the deck, the Buyer is responsible for stripping grass, proper compaction of the soil, grading, extra fill, related clean up, electrical bonding, city inspections, or any other deck related work. The deck draw payment on the contract, would be due when the coping and tile is installed.

h) Buyer shall place sod or some other type of material on the outside of any decks, footers, or walls within one week of pool surfacing, to prevent any type of soil undermining. During the course of construction, it is understood the water drainage of the pool construction area is unpredictable and damage to other property may occur. **Waterside Pools, Inc.** does not accept responsibility for said damage. Buyer is responsible for installing any gutters that may be necessary to reduce the amount of water disposed onto the deck, grade area or finished deck material.

i) At the end of the job, prior to surfacing, the Buyer may choose to do a walkthrough with **Waterside Pools, Inc.** to point out any repairs needed (punch list), prior to surfacing so as to not delay the payment schedule as listed on the contract.

## 5. REPRESENTATIONS OF BUYER

Unless otherwise specifically provided in the plan and specifications of this Contract, **Waterside Pools, Inc.** has entered into this Contract on the terms herein contained based upon the following assumptions of fact and warranties of Buyer.

a) That Buyer will provide adequate access through Buyers own property for **Waterside Pools, Inc.** normal construction equipment to do the work, at no cost and with no liability to o **Waterside Pools, Inc.** If it is determined that specialized equipment is needed due to site or access conditions, additional charges may be incurred.

b) That there will be no additional load conditions that may be imposed on the pool structure by existing or proposed adjacent structure, which will require extra engineering.

c) That there are no abnormal hydrostatic water conditions, rock formations, hardpan condition, boulders, muck, poor soil conditions, cesspools, septic tanks, gas lines, water pipes, drainpipes, irrigation pipes, underground electrical conduit, or other underground conditions, which would otherwise require additional work and give rise to costs in excess of what would normally be required.

d) Adequate electric and water must be supplied by owner for **Waterside Pools, Inc.** to accomplish its work.

e) In the event any of the foregoing assumptions of fact are not true, **Waterside Pools, Inc.** may at its option, terminate this Contract with no further liability of either Buyer or **Waterside Pools, Inc.** except that Buyer and **Waterside Pools, Inc.** agree that if Waterside Pools, Inc. has begun excavation of the pool, Waterside Pools, Inc. will suffer actual damages in an amount which would be impracticable to fix and therefore, Buyer and **Waterside Pools, Inc.** agree that in such event, Buyer shall be liable to **Waterside Pools, Inc.** for the direct cost incurred to date as liquidated damages. It is understood, however, that the parties may, by mutual agreement in writing, amend this Contract to deal with such event.

f) In the event, for any reason, the excavation of the pool project starts beyond 180 days from original contract signing date, **Waterside Pools, Inc.** shall be held harmless for any additional market price increases that occur. **Waterside Pools, Inc.** reserves the right to require the Buyer to pay for the market price increase difference amount between the excavation day market price and the original contract price. **Waterside Pools, Inc.** requires this additional market price increase payment amount due to **Waterside Pools, Inc.** be divided in remaining draw schedule percentage terms stated within the contract.

## 6. DEFAULT

a) In the event of default by a Buyer of any provision of this Contract, the Buyer agrees to pay all collection costs, and interest from date of default. Buyer agrees to pay reasonable attorney's fees. In the event of default of any installment payment, **Waterside Pools, Inc.** at its option may declare the entire balance of the Contract immediately due and payable.

b) All materials and equipment remain the property of **Waterside Pools, Inc.** until work is paid in full. In the event of default of any term of this agreement, access must be given to **Waterside Pools, Inc.** to retrieve said property.

## 7. ARBITRATION

a) The parties hereby elect binding arbitration as their exclusive method of settling controversies existing between them, and relating to this contract, and/or the failure and/or refusal of either party to perform this contract in whole or in part. Arbitration proceedings between the parties will relate to and be in accordance with the rules for swimming pools and/or spas arbitration, as adopted by the Florida Pool and Spa Association (FSPA), and in accordance with Florida statute 1989, Chapter 682 of the State of Florida Arbitration Code. The Arbitration Committee and the aforementioned rules are hereby incorporated as a term to this agreement. A copy of the current Rules of Arbitration, and filing Fees, may be obtained from the contractor or the Executive Director of the FSPA. Binding Arbitration is recognized under Florida law as a judicially enforceable means of dispute resolution. The parties to this Contract release the officers, members and staff of the Florida Swimming Pool Association and its Chapters from all liabilities, claims or demands whatsoever arising from any arbitration proceeding. This release is given freely and voluntarily by the undersigned who are authorized representatives of the parties to this contract.

b) Arbitration proceedings under this agreement shall be commenced by either party by sending a written "Request for Arbitration" to the Chairperson of the arbitration committee, together with a filing fee as outlined in the "Rules for Arbitration". Requests for Arbitration shall be submitted on the proper forms. The completed form is to set forth the issues in dispute, the amount claimed as damages and the relief sought by the complainant.

## **ADDITIONAL DISCLAIMERS**

### **Electrical Disclaimer**

Due to the overwhelming inconsistencies in home electrical scenarios, it is impossible for us to know exactly how your particular existing home panels, number of GFI outlets, wiring sizes, wiring patterns and other related electrical items may, or may not, comply with codes until we actually start the project. Therefore, our pool contract price is factored on a basic amount to accomplish the electrical hook up. All electrical work requires us to ensure hook-ups are completed to code. Furthermore, all existing electrical systems need to be ready to accept new pool equipment hook-ups to pass the required inspections. In the event that **GFI outlets, Main or Sub Panels**, additional **Breaker Switches, Sub Grade work**, or any **Special Materials** required to complete the electrical phase and pass inspections, and these specifics have not been noted specifically in this contract, the homeowner agrees and shall be responsible for all additional cost involved in the additional work required. Furthermore, when needing to penetrate walls of existing structures, Waterside Pools Inc. will not be held responsible for damage to existing pipes or wires located inside these walls. It is impossible for us to locate these potential hidden items with 100% accuracy. Therefore, unless marked by owner on the outside of these walls, Waterside Pools Inc. is not responsible for any repair costs needed. By signing this contract, you accept the potential additional cost involved that may be required as described above.

### **Engineering Disclaimer**

Engineers are used to specify the way a pool structure, screen enclosure, wall structures, foundation footings, and more, need to be built. Since this engineering will be completed after the actual “Sale” of the project, Waterside Pools, Inc. reserves the right to require additional monies due by the homeowner, in addition to the contract price previously agreed upon, if the engineer requires additional structural support in the contracted project.

Waterside Pools Inc. does the best we can in determining potential structural support for our projects, but we are not engineers. Sometimes, changes in the engineering codes occur after a “sale”, or an unusual circumstance arises with the design aspect of a particular job, and therefore the engineering requirement may need to be revised / enhanced. This engineering issue is a very unusual thing to happen. However, we do need you to understand any time the possibility of additional money beyond the original contracted price could be asked of you. By signing this contract, you accept the potential additional cost involved in any and all additional engineering work that may be required as described above.

### **Pool Surface Disclaimer**

In using Interior Surfaces with aggregates, dyes, or pebbles in your pool, please note: There is **NO GUARANTEE** against shading, blotching, streaking or staining. Any marks or imperfections caused by foreign materials at application will be addressed accordingly using the best practices we know in order to correct the issue. Said marks or imperfections do not constitute a total re-surfacing of the pool or spa area(s). The pool interior surface is hand applied, and **WILL NOT** be uniform in texture. However, all surfaces will be within pool industry standards. By signing this contract, you accept these possible factors in applying an interior surface finish in your pool.

Additional Terms

**By Code:** Homeowner is responsible to install **and** maintain one **or** more of the following safety features and / or barriers. These approved safety features / pool barriers required by the state are, but not limited to, the following: **Perimeter Fencing with Self-Closing / Self- Latching Gates with Latches no lower than 54” from deck / ground, Screen Enclosures with Self-Closing / Self-Latching Doors with Latches no lower than 54” from deck / ground, Baby Fencing around pool, Window and Door Alarms on every window and door accessing the pool, and / or Pool Side Alarms for each body of water.**

**By Code:** Approved door and window alarms, poolside alarms, and / or safety barrier fence, **must be installed prior to the pool being filled with water.** It is the homeowners’ responsibility to maintain functionality of all safety features after install.

All state, county and city taxes are included in the total price of contract.  
All Terms and Conditions, Guarantees, and Warranties are included in this contract.

Buyer hereby agrees to purchase the work for cash price, payable as listed below:

TOTAL PRICE: \$ \_\_\_\_\_

10% Deposit _____	Deposit Received _____
30% At Excavation _____	Deposit <b>Not</b> Received _____
25% At Shell _____	
25% At Deck _____	
10% At Fill Up _____	

_____	Contract Date _____
BUYER’S SIGNATURE	
_____	Contract Date _____
BUYER’S SIGNATURE	
_____	Contract Date _____
BUYER’S SIGNATURE	
_____	Contract Date _____
REPRESENTATIVE OF WATERSIDE POOLS, INC.	

This contract is valid upon the acceptance of an authorized **W.P.** representative.

**Contract deposits are NON-REFUNDABLE** once the contract date passes the 3-business day allowable cancellation time period described below.

Signed contracts without received deposit will be considered “**On Hold**” until deposit is received. An “**On Hold**” project does not recuse the buyer from all contract obligations set forth within this contract.

Buyer acknowledges they have read and received a complete legible copy of this contract, including terms and conditions contained therein.

Notice of Cancellation

You may cancel this transaction without any penalty or obligation within three (3) business days from the above date. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, telegram, or email to **W.P.** not later than midnight of the third business day, from the above contract date.

I hereby serve notice to Waterside Pools Inc. that I exercise my legal right to cancel this contract and transaction.

_____	Date _____
BUYER’S SIGNATURE	