



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

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

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

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-Mail \_\_\_\_\_

the swimming pool and related equipment described below (herein collectively called the "work") to be in-  
stalled at \_\_\_\_\_

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

Lot # \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_ Plat Book \_\_\_\_\_ Page \_\_\_\_\_

PLANS AND SPECIFICATIONS

Pool Size \_\_\_\_\_ x \_\_\_\_\_ Depth \_\_\_\_\_ to \_\_\_\_\_

Water Surface area \_\_\_\_\_ sq. ft. Perimeter \_\_\_\_\_

WATERSIDE POOLS, INC. GENERAL CONSTRUCTION SPECIFICATIONS

This contract (front and back) will use the initials **W.P.** when referencing Waterside Pools, Inc.

- 1 **W.P.** to supply pool layout plans and structural engineering plans for pool \_\_\_\_\_ Included
- 2 **W.P.** to obtain swimming pool construction permits for Buyer \_\_\_\_\_ Included
- 3 **W.P.** to lay out pool for Buyer ..... Included
- 4 Access wall or fence to be Removed by Owner \_\_\_\_\_ **W.P.** \_\_\_\_\_ N/A \_\_\_\_\_  
Removed by Owner \_\_\_\_\_ **W.P.** \_\_\_\_\_
- 5 **W.P.** to excavate pool and remove excess soil on day of excavation \_\_\_\_\_ Included
- 6 Trees in access & pool site areas to be cut down so stump will be 4 feet in height or less \_\_\_\_\_ By Others
- 7 **W.P.** to remove from pool site on day of excavation:  
Stumps \_\_\_\_ Yes \_\_\_\_ No Size \_\_\_\_\_ Paver bricks or stones \_\_\_\_ Yes \_\_\_\_ No  
Concrete \_\_\_\_ Yes \_\_\_\_ No Sq. ft. \_\_\_\_\_ Shrubs \_\_\_\_ Yes \_\_\_\_ No  
Asphalt \_\_\_\_ Yes \_\_\_\_ No Sq. ft. \_\_\_\_\_ Other debris \_\_\_\_ Yes \_\_\_\_ No
- 8 Sanitation and water supply systems, and utilities (overhead and underground) to be rerouted  
where required ..... By Others
- 9 **W.P.** to use engineered steel reinforcing throughout pool structure  
6" OC \_\_\_\_\_ 10" OC \_\_\_\_\_ 12" OC \_\_\_\_\_ ..... Included
- 10 **W.P.** will shoot reinforced steel structure, concrete schedule to meet county codes unless  
otherwise noted 6" Wall \_\_\_\_\_ 8" Bond Beam \_\_\_\_\_ 12" Bond Beam \_\_\_\_\_ ..... Included  
Additions: \_\_\_\_\_
- 11 **W.P.** to install one set of deluxe shallow end steps, custom-formed to include \_\_\_\_\_ linear feet .... Included
- 12 **W.P.** to install coping \_\_\_\_ Yes \_\_\_\_ No Brick \_\_\_\_ Concrete \_\_\_\_ Size \_\_\_\_\_
- 13 **W.P.** to install a cantilevered overpour \_\_\_\_ Yes \_\_\_\_ No
- 14 **W.P.** to install a standard 6" x 6" band of water-line tile \_\_\_\_\_ Included
- 15 Tile on steps and benches Insert tile \_\_\_\_\_ Cap tile \_\_\_\_\_ ..... Included
- 16 **W.P.** to finish the pool interior using waterproof:  
Exposed aggregate \_\_\_\_\_ Polished aggregate \_\_\_\_\_  
Pebble \_\_\_\_\_ Diamond Brite \_\_\_\_\_  
Sun Stone \_\_\_\_\_ Crystal Stone \_\_\_\_\_ ..... Included



WATERSIDE POOLS, INC. HYDRAULIC AND FILTERING SPECIFICATIONS

- 17 Skimmer including self-adjusting weir and large basket  
Standard \_\_\_\_\_ Power \_\_\_\_\_ Quantity \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 18 Main drains with a hydrostatic relief valve Dual \_\_\_\_\_ Debris \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 19 Waterfall type \_\_\_\_\_ Size \_\_\_\_\_ Qty \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 20 Pool equipment to be installed within \_\_\_\_\_ feet of pool ..... Included
- 21 Concrete pads for equipment..... Included
- 22 Flexible backwash hose Yes \_\_\_\_ No \_\_\_\_
- 23 Deluxe filter: Manufacturer \_\_\_\_\_ Size \_\_\_\_\_ Type \_\_\_\_\_ ..... Included
- 24 Pump, with motor, hair and lint strainer: Manufacturer \_\_\_\_\_  
Single Spd \_\_\_\_ 2 Spd \_\_\_\_ Variable Spd \_\_\_\_  
Horsepower: 1 \_\_\_\_ 1.5 \_\_\_\_ 2 \_\_\_\_ 2.5 \_\_\_\_ 4 \_\_\_\_ ..... Included
- 25 Adjustable eyeball inlets: Quantity \_\_\_\_\_ ..... Included
- 26 **W.P.** exclusive "EZ Flow Pool" \_\_\_\_\_ or "Genesis Pool" \_\_\_\_\_ ..... Included

COORDINATED DECK EQUIPMENT

- 27 Hand Rail: Type \_\_\_\_\_ Pool \_\_\_\_\_ Spa \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 28 Pool Slide with water line: Model \_\_\_\_\_ Color \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 29 Ladder: Model \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

AUTOMATIC POOL EQUIPMENT

- 30 Approved Pool Heater: Gas \_\_\_\_\_ LP or Natural \_\_\_\_\_ Electric Heat Pump \_\_\_\_\_  
Solar \_\_\_\_\_ Panel Qty. \_\_\_\_\_ B.T.U. \_\_\_\_\_  
Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 31 Gas supply line to heater and required drawings, hook ups, permits and inspections..... By Others
- 32 Prepare for future Automatic Cleaner Yes \_\_\_\_ No \_\_\_\_
- 33 Automatic pool cleaner: Type \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 34 Automatic chlorinator: Yes \_\_\_\_ No \_\_\_\_
- 35 Electrical hookup (including up to \_\_\_\_\_ feet of rigid of conduit) Yes \_\_\_\_ No \_\_\_\_
- 36 Electrical panel changes, add'l conduit footage, reroutes or extra receptacles by Local Code ..... By Others
- 37 LED Light: White \_\_\_\_\_ Color \_\_\_\_\_ Quantity \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 38 Waterproof time clock for filter: Model \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 39 Decking installed within pool site according to specifications below:  
New Deck: Type \_\_\_\_\_ Sq. ft. \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_  
Existing Deck topping: Type \_\_\_\_\_ Sq. ft. \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 40 Sub-surface drainage: Type \_\_\_\_\_ Ln. ft. \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 41 Swimout dimensions: \_\_\_\_\_ Quantity: \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 42 Specialized Systems Controls: Type \_\_\_\_\_  
Wireless control: \_\_\_\_\_ Wired control panel: \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

THERAPY SPA

- 43 Spa constructed of: Concrete and Steel \_\_\_\_\_ Fiberglass \_\_\_\_\_ 6' \_\_\_\_\_ 7' \_\_\_\_\_ 8' \_\_\_\_\_  
Water surface area \_\_\_\_\_ sq ft. Depth \_\_\_\_\_ Perimeter \_\_\_\_\_
- 44 Spa to be elevated \_\_\_\_\_ with a tiled da wall between the pool and spa.  
The spillway will be constructed of granite to allow for a cascading effect. Yes \_\_\_\_ No \_\_\_\_



**THERAPY SPA** cont.

- 45 Pedestal spa height: 6" \_\_\_\_\_ 12" \_\_\_\_\_ 18" \_\_\_\_\_ 24" \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 46 **W.P.** to install coping: Brick \_\_\_\_\_ Concrete \_\_\_\_\_ Size \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 47 **W.P.** to install a cantilevered overpour \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 48 **W.P.** to install 6" band of water-line tile: Standard \_\_\_\_\_ Upgrade \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 49 Tile on all steps and benches: Insert tile \_\_\_\_\_ Cap tile \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 50 Glass block design: Style \_\_\_\_\_ Quantity \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 51 Spa main drain(s) Dual \_\_\_\_\_ Debris \_\_\_\_\_ Quantity \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 52 Spa return(s) Eyeballs \_\_\_\_\_ Fountain \_\_\_\_\_
- 53 Therapy jet design: Number of jets \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 54 Venturi air controls \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 55 Jet Pump \_\_\_\_\_ Air Blower \_\_\_\_\_ Size \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 56 LED Spa Light: White \_\_\_\_\_ Color \_\_\_\_\_ Quantity \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 57 Spa Side Controls:Type \_\_\_\_\_ Manufacturer \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

**OTHER FEATURES**

- 58 Screen Enclosure: Style \_\_\_\_\_ Qty. Doors \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 59 Fencing: Style \_\_\_\_\_ Hgt. \_\_\_\_ Qty. Gates \_\_\_\_\_ Gate Sizes \_\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_
- 60 Required Barriers Baby Fence \_\_\_\_ L.F \_\_\_\_ or Alarms \_\_\_\_ Amt. \_\_\_\_ ..... Included
- 61 Deluxe cleaning tools wall brush, hand leaf skimmer, thermometer, pole and test kit ..... Included
- 62 High speed vacuum with hose ..... Included
- 63 Startup service and instructions 1 Month \_\_\_\_ 3 Months \_\_\_\_ 6 Months \_\_\_\_ 1 Year \_\_\_\_ ..... Included
- 64 State, county and city sales taxes ..... Included
- 65 Guarantees and Warranties (see section on these included in Contract) ..... Included

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TERMS**

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

- TOTAL PRICE: \$ \_\_\_\_\_
- 10% Deposit \_\_\_\_\_
- 30% At Excavation \_\_\_\_\_
- 25% At Shell \_\_\_\_\_
- 25% At Deck \_\_\_\_\_
- 10% At Fill Up \_\_\_\_\_

It is the homeowner's responsibility to install approved fence or screen enclosures and if required, proper door and sindow alarms installed prior to the pool being surfaced.

Buyer acknowledges that he/she has read and received a complete legible copy of this contract, including terms and conditions contained therein.

\_\_\_\_\_ Date \_\_\_\_\_

Buyer

\_\_\_\_\_ Date \_\_\_\_\_

Buyer

\_\_\_\_\_ Date \_\_\_\_\_

Representative Waterside Pools, Inc.

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature for Waterside Pools, Inc.



**WATERSIDE POOLS, INC.**

386-447-3390 | fax: 386-447-3391  
15 Hargrove Lane - Bldg. 3K, Palm Coast FL 32137

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

Notice of Cancellation

\_\_\_\_\_  
Date of Transaction

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, or send a telegram to **W.P.** not later than midnight of \_\_\_\_\_

I hereby cancel this transaction.

\_\_\_\_\_  
Customer \_\_\_\_\_ Date \_\_\_\_\_

**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 is capable of retaining 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 the following products: Keystone, imitation Keystone, natural brick, stone materials, Chicago brick, 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 rebalancing 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 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 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



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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 20 tons of sand for back filling and covering the pipes. We also include up to 10 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 \$6.00 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 waste water 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.
- 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.
- 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 **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.



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- 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, drain pipes, 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.

#### 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 Pooland 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 Chairman 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.

