

FAST POOLS CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between Fast Pools, having an address at 15190 SW 177th Avenue, Miami Fl. 33196 ("Contractor") and _____, having an address at _____ ("Owner").

For valuable consideration the parties hereby agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials, and perform all work necessary for the completion of the pool as described in the drawings and specifications signed by both Owner and Contractor ("Project") and more particularly described as:

*******SEE ATTACHED DETALIED SCOPE OF WORK*******

Such drawings and specifications are hereby made a part of this Contract. Drawings and specifications shall contain a scale drawing showing the shape, size, and dimensions of the construction and equipment together with a description of the work to be done, materials to be used, and the equipment to be used or installed.

2. **WORK SITE:** The Project shall be constructed on the property located at: _____ and more particularly described as:

***** **SEE LEGAL DESCRIPTION ATTACHED*******

(hereafter "the Work Site"). Owner hereby authorizes Contractor to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of the Contractor to complete the Project. Unless called for in the drawings or specifications, no landscaping, finish grading, filling, or excavation is to be performed at the Work Site by the Contractor.

3. **TIME OF COMPLETION:** Contractor shall commence the work to be performed under this Contract once all permits are issued and shall substantially complete the work on or before sixteen (16) weeks. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.
4. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government; the cost thereof shall be included as part of the Project price.
5. **SOIL CONDITIONS:** Contractor shall have no responsibility for the condition of the soil at the Work Site. Any excavation, filing, or other work required by the Owner other than the usual and customary excavation and grading shall be agreed to in a Change Order for an amount in addition to the Contract Price. The contractor shall not be responsible for any damages suffered by Owner as a result of the soil conditions at the Work Site.

6. **INSURANCE:** Contractor shall maintain general liability, workers compensation and builder's risk insurance.
7. **SURVEY AND TITLE:** If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site.
8. **CHANGES TO SCOPE OF WORK:** Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost.
9. **CONTRACT PRICE:**

Owner agrees to furnish a copy of the survey, pool plans, and permits. Owner agrees to pay Contractor the sum of \$_____ for performing the services set forth in the scope of the work. Contractor shall be paid as follows:

THE SET UP: The sum of \$_____ is due within 48 hours of delivery.

- a) Survey
- b) 3D render
- c) Plans/Drawings
- d) Approved Permits

PHASE ONE: The sum of \$ _____ is due within 48 hours of completion.

- a) Excavation
- b) Form/Rebar
- c) Pre-Plumbing
- d) Pool grounding #1

PHASE TWO: The sum of \$ _____ is due within 48 hours of completion.

- a) Shotcrete Backfill #1

PHASE THREE: The sum of \$ _____ is due within 48 hours of completion.

- a) Rough Plumbing
- b) Rough Electrical
- c) Backfill #2
- d) Pool Grounding #2
- e) Copping
- f) Tile

PHASE FOUR: The sum of \$ _____ is due within 48 hours of completion.

- a) Deck
- b) Kiddie Fence
- c) Equipment Installation
- d) Plaster
- e) Site cleaning

Contractor shall furnish Owner with appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

WARNING!

FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

10. **LATE PAYMENT/DEFAULT:** A failure to make payment for a period in excess of five (5) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owner agrees to pay a late charge of 18% of all payments that are more than five (5) days late plus interest at the rate of 18% per month.
11. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Owner shall pay Contractor for any additional work done by Contractor in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Contractor exceeds 20 percent of the Contract price, either the Contractor or Owner may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract and Owner shall pay Contractor a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

12. **ASSIGNMENT:** Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. **INTERPRETATION:**

(a) **Interpretation of Documents.** The Contract, drawings, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Contract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.

(b) **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

(c) **Governing Law.** This Contract shall be interpreted and governed in accordance with the laws of the State of Florida.

14. **ATTORNEYS' FEES AND COSTS:** If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

15. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

(c) Contractor agrees to remove all debris and leave the premises in broom-clean condition.

16. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.

17. ARBITRATION: Arbitration. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the performance thereof shall be submitted to, and determined by, arbitration, if good faith negotiations among the parties do not resolve such claim, dispute, or other matter within 60 days and the parties, have not elected to submit such claim, dispute or other matter to mediation. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the "Rules"), insofar as such Rules are not inconsistent with the provisions expressly set forth in this Agreement unless the parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Each Party shall appoint an arbitrator, and those party-appointed arbitrators shall appoint a third neutral arbitrator within 10 days. If the party-appointed arbitrators fail to appoint a third, neutral arbitrator within 10 days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. A determination by a majority of the panel shall be binding.

(b) Reasonable discovery shall be allowed in arbitration.

(c) All proceedings before the arbitrators shall be held in Florida. The governing law shall be Florida.

(d) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators.

(e) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

AGREED:	
CONTRACTOR:	OWNER(S):
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Signature	Signature
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AN Walls Inc dba Fast Pools Representative	Print Name:
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Date	Date
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	Signature
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	Date
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