

## **WARRANTY AGREEMENT**

THIS WARRANTY AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_, 20, by and between \_\_\_\_\_ ("Contractor"), and \_\_\_\_\_ ("Owner").

WHEREAS, the Contractor agrees to construct a pool on the property of the Owner located at \_\_\_\_\_, Florida;

WHEREAS, the Contractor warrants that the pool construction will be completed within a period of sixteen (16) weeks from the date of obtaining all necessary permits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Warranty: The Contractor warrants that the pool construction will be completed within sixteen (16) weeks from the date of obtaining all necessary permits. If the Contractor fails to complete the pool construction within the said period, the pool shall be provided to the Owner free of charge.

Commencement of Warranty Period: The sixteen (16) week period shall commence on the date when all necessary permits for the pool construction have been obtained.

Owner's Obligations: The Owner shall remain current on all payments due under the construction contract. The Owner shall also provide the Contractor with a survey, pool plans, and any permits requested by the Contractor.

Limitations: This warranty does not cover any delays caused by factors beyond the Contractor's control, including but not limited to, acts of God, weather conditions, changes requested by the Owner, or delays caused by third parties. Your warranty is limited in the following regards:

1. Contractor does not warrant against damages, failures, or reduction of performance of any equipment caused by substitution or addition of equipment not designed, installed, or expressly authorized by Contractor. The contractor does not warrant against defects or failures caused by lack of reasonable care, failure to provide necessary maintenance, incorrect water chemistry, freezing, improper operation, or vandalism.
2. Job-site labor warranty does not extend to lights, cartridge elements, skimmers, valve fittings, or chemical feeders. Warranty on pump seals, valves, lights, and O-rings is limited to one year.
3. Damages caused by earth or fill ground movement, earthquakes, acts of God, or acts of others are not covered.
4. All warranties and guarantees set forth above are subject to complete payment of all contract charges to include all Contract Change Orders.

Transfer of Warranty: Upon transfer of the title to your real property, this warranty may be transferred to the new Buyer, after inspection and at the discretion of the Contractor, and upon

written request within sixty days of transfer of title. After all current policies and requirements in force at the time of request have been satisfied, the approval of the transfer of warranty will be effective upon payment of a transfer fee and issuance of a new warranty certificate in the name of the new Buyer.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Warranty Agreement as of the date first above written.

This Warranty commences on \_\_\_\_\_ and expires on \_\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner