



CHIEF POOL & PUMP SERVICE, INC.

STATE LIC # CPC1457101 • BONDED/INSURED

Pool Plastering / Renovation Division

1631 Rock Terrace, West Palm Beach, FL 33411

Fax: 561-697-0063 • Phone: 561-640-7217

Name(s) of Property Owner(s): _____ (Date): _____

Address of Property Owner(s): _____

Address of Job Site (If Different From Above Address): _____

Owner(s) Tel. Numbers: (Home): _____ (Work): _____ (Cell): _____

Do Owner(s) reside upon Jobsite? (Check One Only): Yes No.

1. CHIEF POOL & PUMP SERVICE INC. (CONTRACTOR) PROPOSES To furnish materials and labor to the Property Owner(s) to construct the improvements described in the specifications herein set forth, on the terms and conditions set forth in this Agreement, which has two sides, in return for payment as set forth herein. In accordance with Section 713.015, F.S., the following notice is given:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

2. Acceptance of This Agreement By Owner(s): This Proposal must be accepted by Owners only by all Owners signing the white original of this Agreement, and delivering it with all carbon pages to the Contractor, within _____ days (the "Acceptance Period") after presentation of this Agreement to Owner(s), accompanied by the required Deposit. Contractor shall return one signed carbon copy to the Owner(s). All Work shall be performed at the Jobsite Address set forth above. The Owner(s) signing this Agreement covenant and warrant, as an inducement to Contractor to enter into this Agreement, that they have full and complete authority to bind all other owners of the property and to subject their interests in the property to a construction lien. YOU MAY NOT ACCEPT THIS CONTRACT BY FAXING A SIGNED COPY; WE MUST HAVE THE SIGNED ORIGINAL.

3. Waiver of Section 489.126, Florida Statutes and its Deadlines for Work. Owner(s) and Contractor agree that it is impracticable and impossible for Contractor to give a firm commencement or completion date, given the frequency of hurricanes and the continuing shortages of labor and materials. Therefore Owner(s) and Contractor clearly and unequivocally waive any deadlines established in Section 489.126, Florida Statutes, in light of the problems being experienced in the industry in buying materials and obtaining trained labor.

4. Terms of Payment. The Total Price for the Work, exclusive of any Change Orders is \$ _____, which shall be paid as follows: 50% Deposit at signing of this agreement by the Owner(s), 70% Progress Payment upon interior surface application to the pool, (plus Change Orders,) upon completion of work. All payments are due within seven (7) days of delivery of an invoice For Payment. Any payment not made when due shall bear interest at 18 percent per annum until paid in full.

5. Specifications For The Scope of the Basic Work (Fill in Data On Pool Below).

Depth of: Perimeter of Pool: _____ Depth of Pool: _____ Perimeter of Spa: _____ Depth of Spa: _____

1. Drain the pool. NOTE: No dewatering is included in this Agreement.

2. Undercut tile and chisel old plaster away from around fittings.

3. Sound test existing surface and remove hollow areas where needed.

4. Apply bonding agent to pool surface.

5. Apply two coats (product choice): _____ Color: _____

Total for Basic Work: _____

Available Optional Additional Work Items (Check The Squares If Ordered):

- | | | | |
|---|----------|---|----------|
| <input type="checkbox"/> Fill pool through activated carbon filter: | \$ _____ | <input type="checkbox"/> New coping: | \$ _____ |
| <input type="checkbox"/> City <input type="checkbox"/> Well | \$ _____ | <input type="checkbox"/> Replace main drain grate | \$ _____ |
| <input type="checkbox"/> Replace tile with new tile: | \$ _____ | <input type="checkbox"/> Resurface spa interior: | \$ _____ |
| <input type="checkbox"/> Install mud cap tile on steps: | \$ _____ | | |

Other

- \$ _____
- \$ _____
- \$ _____

GRAND TOTAL for all ordered work: \$ _____ **Deposit:** \$ _____ **Date:** _____

The failure of Owner to timely pay all sums due under this Agreement and any Change Order shall void all warranties of the Contractor's work, express and implied, until payment is made. **(Additional Terms and Conditions on back)**

Date: _____

Date: _____

Name of Owner / Representative: (Print) _____

Contractor Representative (Print) _____

Signature of Owner/Representative: _____

Contractor Representative (Sign) _____