



CHIEF POOL PLASTERING

INTERIOR FINISHES

STATE LIC #CPC1460090 . BONDED / INSURED

201 South "H" Street, Lake Worth, FL 33460

PHONE: 561-640-7217

www.chiefpoolsplastering.com . Office@chiefpoolsplastering.com

Name(s) of Property Owner(s): _____
Address of Property Owner(s): _____
Address of Job Site (if different from above address): _____
Owner(s) Tel. Numbers: (Home): _____ (Work): _____ (Cell): _____
Customers E-mail: _____
Do Owner(s) reside upon jobsite? (Check only one): ☐ Yes ☐ No

1. CHIEF POOL PLASTERING: (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, THOSE 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 (or Owner's Representative) signing the white original of this Agreement, and delivering it with all carbon pages to the Contractor, within 60 days (the "Acceptance Period") after presentment 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.

3. Waiver of Section 489.126, Florida Statutes and its Deadlines for Work. Owner(s) and Contractor agree that it is impractical 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 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 Order is \$ _____, which shall be paid as follows: 50% Deposit at signing of this agreement by the Owner(s), with remaining balance due upon completion of work. 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. According to National Plasterers Council Guidelines: Some fluctuation in the coloration, levelness, or texture of the surface coating's finish is to be expected, and is considered acceptable, as a normal occurrence in all hand-troweled cementitious surface coatings. Observations using the swimming pool light at night, or other sources of light that shine across the surface, instead of upon the surface, are not considered a fair representation of the surfaces true appearance. **(Fill Data On Pool Below).**

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

1. Drain the pool. NOTE: No dewatering permit 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 (up to 20% of pool surface).
 4. Apply bonding agent to pool surface.
 5. Apply two coats of (product choice): Manufacturer: _____ Color: _____
 6. Replace main drain grates and returns.
 7. Fill pool through activated carbon filter: ☐ City ☐ Well
- Total for Basic Work: _____

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

- ☐ Replace tile with new tile: \$ _____ Tile Selection: _____
- ☐ Install mud cap tile on steps: \$ _____ Tile Selection: _____
- ☐ New Coping \$ _____ Coping Selection: _____

Other:

- ☐ _____
- ☐ _____
- ☐ _____

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

By signing below homeowner acknowledges and agrees to allow before- and after-photos of their pool for advertisement purposes. They also acknowledge they have received the start up instructions for their pool. Contractor is not responsible for the start-up. Start-up procedures can be found on our website at www.chiefpoolsplastering.com. The failure of owner to timely pay all sums due under this Agreement and any change orders shall void all warranties of the contractors work until payment is made in full. (Additional terms and conditions on back.)

Print Name of Owner _____ Print Signature: Contractor _____

Signature of Owner _____ Signature of Contractor _____

Date Signed by Owner _____ Date Signed by Contractor _____

- 7. Contractor's Warranties and Limitations On Liability.** Contractor grants to Owner a one (1) year express warranty that the workmanship of Contractor shall conform to the Florida Building Code. Contractor did not construct the pool shell, its prior coatings, its tiling piping, main drain, openings in the shell or the surrounding deck. Contractor makes no warranties as to the foregoing items. Contractor is not responsible for tile breakage during its Work, since tile is weakened by age and exposure to chlorine. Contractor is not liable for delamination of the older shell coatings, nor for leaking, staining due to improper maintenance or due to water chemistry or improper placement of reinforcing bars or due to deterioration due to age. In the event of an Owner's claim of defective workmanship, the notice of the warranty claim must be submitted and processed in accordance with the requirements of Chapter 558 Florida Statutes, on a form which is available from the Contractor. Should fire, casualty, theft, vandalism, hurricanes, or other event not due to actions or omissions of the Contractor, result in damage, destruction, or loss of materials needed for the Work, during or after completion of the work, Owner shall look solely to its homeowners or Builders Risk Insurance for recourse for any damage, and Contractor shall not be liable therefor. In the event that work outside the licensure of Contractor shall be required, in the sole opinion of Contractor, in order for Contractor to perform, continue or complete its work, then Owner shall engage a suitable licensed contractor to perform such work, and any such work shall be coordinated with Contractor and Owner shall sign a Change Order with Contractor extending the time for completion of the Contractor's work. Any approval of the work which is required from any homeowners' or condominium association shall be obtained by Owner in writing and furnished to Contractor prior to application for the Building Permit. Draining of the pool, while necessary, may damage vegetation and cause washouts on more than one property. These are inevitable and Contractor shall not be liable therefor. Repairs done by anyone other than the Contractor voids all warranties.
- 8. Change Orders.** Any changes in Work or optional items not listed above which Owner may request or which Contractor may require due to discovery of defects in the work of others, must be authorized by a Change Order (on Contractor's Change Order form) signed by Contractor and Owner and paid for by Owner at the time of signing the Change Order. Should Contractor, due to circumstances beyond its control, be unable to perform any item of Additional Work, make any changes, or supply any requested optional items called for in a Change Order, Contractor shall have the right to and shall refund any prepaid cost of the changes or items, whereupon Contractor shall have no further responsibility for such Change Order.
- 9. Owner's warranties.** Owner warrants that the pool shell, deck, underlying soil conditions, ground water levels, and any existing slab or surface upon which Work is to be done, is suitable for the Work, and free of defects. In the event any latent or undisclosed defects which hinder the Work, are discovered by Contractor or Owner, the repair of which is not within the Scope of this Agreement, Contractor shall notify the Owner in writing thereof, whereupon Owner shall engage a suitable licensed contractor to correct the defects at Owner's sole expense, or Owner shall be deemed to have waived any claim against Contractor arising from a failure to repair the defects, in which event Contractor may resume work. Owner warrants that the Water Table is not so high as to cause flotation or cracking of the pool when emptied of water. If such flotation or cracking should occur upon draining, any repairs needed shall be Owner's responsibility. Should the discovery of structural defects during the Work result in the need for repairs beyond the scope of the Work herein described, then such work shall be governed by the Change Order clause of this agreement.
- 10. Required Minimum Insurance.** Contractor shall carry all insurance required by law. Owner shall carry Builder's Risk Insurance or Homeowners Insurance. Such insurance shall provide for premises liability, casualty, fire, theft and vandalism, and shall name the Contractor as an additional insured under the policy. Such Insurance shall provide for at least THIRTY (30) days' advance written notice to both Owner and Contractor of any cancellation. Owner shall produce to Contractor, prior to commencement of construction and as a condition precedent to the commencement of construction, a Certificate of Insurance confirming that the required Owner's Insurance has been purchased and the policy issued in accordance with this section of this Agreement.
- 11. Risk of Loss Before Completion.** If the work is damaged by any loss, including without limitation and by way of example only, fire, vandalism, flood, subsidence, hurricane winds, or any other casualty (collectively referred to as "loss" after this Agreement takes effect, but before the final payment or if materials delivered to the Owner's property are stolen or damaged, Owner shall be responsible for all damages and costs of repair occasioned by the loss. Owner may have recourse to the insurance required under this Agreement for payment of such damages. If Owner elects to repair or reconstruct the work, Owner may enter into an addendum to this Agreement with Contractor, providing for a reasonable time for demolition and reconstruction, and providing for an extension of the completion date set forth herein, and providing for additional compensation to Contractor. The work will be judged by the same standards as set forth herein for the original construction. There shall be no reduction in the Purchase Price, nor any claim against Contractor for such loss. In the event any repair or reconstruction after a loss exceeds the available insurance proceeds to fund such repair or reconstruction, Owner shall be solely liable to pay the difference between the insurance proceeds and the amount of the cost to repair, or Owner may elect to terminate this Agreement whereupon Owner shall pay Contractor for all work completed prior to the loss date. Contractor may require Owner to escrow funds sufficient to cover the costs of repair, as an element of any addendum providing for repair or reconstruction of the work.
- 12. Work Funded By Insurance Payments.** In the event the work is to be funded from insurance proceeds, this Agreement must be approved by the Owners insurance company. Owner authorizes Contractor to negotiate directly with the insurance company. Owner authorizes the insurance company to pay Contractor directly for all work provided for herein, less any deductibles for which the Owner shall be liable, and any deposits which Owner has paid to Contractor prior to the commencement of work. If the insurer refuses to fund the work provided for herein at the price set forth herein, or if the insurer refuses to approve this Agreement, Owner or Contractor may terminate this Agreement.
- 13. Owner's Covenant of Noninterference.** Owner shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the location chosen by the Contractor for outdoor posting of the permit, remove the inspector's notes from the permit location, or interfere in any way with Contractor's work. Owner warrants that Owner is authorized by any other co-owner of the property to enter into this Agreement and to subject the property to the lien rights of the Contractor.
- 14. Default.** In the event either party hereto defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "Notice of Default", specifying the default and requesting correction thereof. In the event the default is not corrected within SEVEN (7) days after receipt or delivery of such Notice of Default, the non-defaulting party shall have all remedies at law and in equity for said default. In addition to any other remedy for an un-cured default provided for herein or at Florida law, Contractor shall have the right to suspend or terminate its work, to retain all deposits then held as liquidated damages and not as a penalty, or if the deposits are insufficient to pay the money then owed to Contractor, to apply the deposits to the money owed and to seek recovery of the remaining money owed, to impose and foreclose a construction lien upon the Jobsite, to commence an action in a court of competent jurisdiction for all relief to which it is entitled, to peacefully repossess all Materials previously delivered or installed for which payment has not been made in full, and to remove its equipment from the Job Site, without therefor being held liable. In the event the Owner wrongfully terminates this Agreement, Contractor shall be entitled to recover in a breach of contract action the value of the Contractor's Work to the date of termination, and lost profits of the job. The Contractor shall be permitted to deduct all or any portion of the foregoing amount from any deposit already paid by the Owner if not already applied to the Work.
- 15. Notices.** Any notice shall be sufficient if delivered to the address of the party given in this Agreement, by hand or U.S. Mail.
- 16. Assignment.** Neither this Agreement nor any warranty granted herein is assignable.
- 17. Acts of God And Delays.** In the event the completion of the work is prevented or delayed due to damage or destruction of the Work, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, materials shortages, delay of any governmental agency in issuing any required permit or certificate, or in performing any inspection; litigation; or any Act of God, then the completion of work shall be delayed until a later date and Contractor and the Owner shall sign a Change Order so providing, and providing for the cost of repair to the damaged Work, if any, in accordance herewith; or if Owner declines to sign the Change Order, then this Agreement may be terminated by Contractor, whereupon all sums then due to Contractor for work completed shall be due and payable to Contractor immediately including any lost profits.
- 18. Time is Of The Essence.** Time is of the essence of this Agreement.
- 19. Effective Date of this Agreement.** This Agreement becomes effective only when the signed original of the Contract, unaltered in any way, is delivered to Contractor along with payment of the Deposit required herein and Contractor signs the Contract.
- 20. Governing Law, Venue, Waiver of Jury Trial, And Attorneys Fees.** This Agreement is to be governed by the law of Florida. Venue for any action for damages shall be Palm Beach County. The parties intentionally waive the right of jury trial. In any litigation arising under this Agreement the prevailing party shall recover its attorneys fees and costs.
- 21. Entire Agreement; No Prior Representations; Amendment.** This is the entire agreement between Contractor and Owner. There is no representation, past or present, by Contractor or any person acting for Contractor, which does not appear herein. This Agreement may not be amended except by a written Change Order or Amendment executed and paid for as provided herein.
- 22. Severability.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then the remaining provisions hereof shall remain in full force and effect.
- 23. Construction Industries Recovery Fund Notice.** The following notice is given pursuant to Section 489.1425, Florida Statutes:

"FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND"

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Florida Construction Industry Licensing Board, 7960 Arlington Expressway Suite 300, Jacksonville, Florida 32211 7467 - Tel: 904-489-1425

24. Contractor's Right to Repair Act Notice. The following notices are given pursuant to Chapter 558, Florida Statutes. CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION. YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS. FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Wherefore, Owner and Contractor hereby agree to the terms hereof by affixing their true signatures below, each being duly authorized to enter into this Agreement.