

LIMITED WARRANTIES: Contractor agrees to substantially complete the work contracted for in a workman like manner and to repair or replace items covered by these limited warranties provided the owner has paid all amounts due the Contractor under the contract and furnished the Contractor written notice of defect or malfunction within the warranty period.

- A. POOL TEXTURE AND MATERIAL INSTALLATION LIMITED WARRANTY: Contractor warrants for a period of one (1) year from the date of filing of the pool, subject to the limitations herein after set forth, that the following items furnished and installed by the Contractor are free of material defects material and equipment installation. Defects caused by misuse, neglect or failure to maintain proper chemical balance or other causes of phenomenon beyond the control of the Contractor are not covered.
1. Tile: color and texture may vary from sample waterline tile is warranted to be free from defects in material and workmanship for one year from date of initial chlorination.
 2. Concrete Decking and Finished Coatings Installation: It is anticipated the concrete deck and deck coatings may crack due to settling of deck or weather. Cracks one quarter inch in width or less with no substantial deviation of elevation are not covered. Stains or discoloration appearing after initial chlorination are not covered.
 3. Shell Finish Coat Installation: The repair, replacement or servicing of the finished products purchased by Contractor is not covered by Contractor's warranty. These products are generally subject to manufacturer's warranties and the Contractor makes no express or implied warranties including the warranty of merchantability of fitness for a particular purpose beyond the description of the product.
 4. Installation of Finished Products Purchased by Contractor: The repair, replacement or servicing of the finished products purchased by Contractor is not covered by Contractor's warranty. These products are generally subject to manufacture's warranties and the contractor makes no express or implied warranties including the warranty of merchantability or fitness for a particular purpose beyond the control of the of the description of the product.
7. RESPONSIBILITY OF CONTRACTOR to the original owner under this Limited Warranty is to provide necessary labor and material to repair the defective material or equipment installation covered hereby for a period of one (1) year after filling pool. There shall be no service charge for any warranty work required to be done by the Contractor other than warranty. However, if the requested service is not covered by the warranty and the Contractor agrees to perform the requested service, the owner agrees to pay the Contractor for his usual service charge plus reasonable charges for labor and materials.
- A. THE CONTRACTOR MAKES NO OTHER EXPRESS WARRANTIES, OR IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARDS TO THE POOL STRUCTURE, (THE SHALL) FIXTURE EQUIPMENT, AND MATERIALS SOLD OR INSTALLED.
 - B. Buyers Right to Cancel- The Contractor shall not be obligated to commence construction of this pool until three days after the signing of this contract by the Owner. Since this contract may be construed as a Home Solicitation Sale, if you do not want the goods or services contracted for you may cancel this agreement.
8. OFFER AND AGREEMENT: This contract shall be deemed an offer to Contractor, and void unless accepted by a duly authorized officer of the Contractor within ten days of the date of the date and the year noted above the Owner's signatures. The salesman has no authority to bind the Contractor. All agreements and understandings are continued in this contract and the Owner warrants that there are no agreements or understanding other than set forth in this document. Acceptance of the terms of this contract by Contractor is to be communicated to the Owner by transmitting a copy of this contract to them showing acceptance by the sellers by the execution of a duly authorized officer of the Contractor or by commencing construction.
9. UNDERGROUND CONDITION: The owner is responsible for increased costs incurred by the Contractor due to underground conditions which may be encountered during construction, such as but not limited to underground pipe, utilities, conduit, hardpan, rock, block inadequate soil-bearing capacity, and abnormal ground water. The contractor upon encountering such conditions shall notify the Owner of their existence and give him an approximate cost estimate to rectify the problem. The Owner shall have five (5) days from the receipt of the approximate cost estimate to instruct the Contractor not to proceed with the pool. If the Owner stops construction within the five (5) days the Contractor shall be entitled to receive from the Owner fifteen percent (15%) of the contract price of the Contractor's cost plus twenty-five (25%) whichever is greater. If the Owner does not instruct the Contractor to cease construction the Owner shall be responsible for the actual cost incurred by the Contractor to rectify the underground condition limited by an amount equal to twenty five percent (25%) in excess of the approximate costs estimate furnished the Owner. If the Contractor determines that additional testing is required prior to furnishing approximate costs estimates to determine the exact nature or extent of the underground condition encountered, the Owner shall be responsible for the cost of all testing and/or engineering required by the Contractor.
10. CONSTRUCTION SPECIFICATIONS: The Contractor will repair and resurface the Owners existing swimming pool according to the specifications defined in this contract. Contractor reserves the right to substitute like or similar material, equipment or fixtures, should specified materials, equipment or fixtures not be available. If the Owner requests changes or modifications in the pool plan requiring additional expenses or charges to the Contractor, the owner shall pay the Contractor the amount invoiced for these extras upon being invoiced or upon installation, whichever shall first occur. The cost of all extras, if any, shall be in addition to the contract price. The pool plan is intended to be a representation of the pool to be built and is not intended to represent an "as built" drawing, because pool location, elevation of pool, location of decking and enclosures are subject to changes due to set back requirements, locations, of existing improvements, soil conditions, and other conditions, beyond the control of the Contractor. All measurements in this contract and on the pool plan are approximate and the pool dimensions contained in the contract may vary from the "as built" measurements. Therefore the parties agree that it is impossible to ascertain actual damages in the event of deviation from specified pool dimensions. The parties agree to adjust the contract price of an amount calculated by multiplying the percentage reduction of surface area times one-half (1/2) of the total contract price for diminished water surface area, and \$5.00 for each vertical inch of depth deficiency measured only at the main drain and the shallowest portion of the pool as liquidated damages to owner resulting from said variations, if any. Depth is measured to the top of the water line tile.

OWNER'S RESPONSIBILITIES AND WARRANTIES

- A. UTILITIES. Owner will supply without cost to the contractor suitable water for construction and filling and electrical supply adequate to run electrical equipment utilized in construction. Owner is responsible for enlarging, changing or removal of electrical service and moving overhead wires if required.
 - B. ACCESS AND EXISTING IMPROVEMENTS: Owner will provide adequate access through their own property or through adjacent property for all men, material and equipment as required to perform this contract including but not limited to, excavation, hauling, concrete mixing and pumping and delivery vehicles or equipment. Buyer shall obtain written permission of adjacent property owner for ingress and egress of contractor and material equipment during the construction, if necessary, and agrees to be responsible and hold the contractor harmless and indemnify im for any loss, injury or damage resulting to adjacent property owner for any reason other than contractor's negligence. The Owner is responsible for damage to existing driveways, lawns, shrubs, flowers, trees or other property resulting from the construction under this contract, unless otherwise agreed to be contractor in specifications. The Owner is responsible for site preparation including, but not limited to, removal of trees or other vegetation and removal of improvements in the construction area or improvements which may be affected by this construction. The owner shall be responsible for any landscaping or restoration of improvements and ground, unless other wise agreed to by contract in specifications. Owner to carry fire, tornado and other necessary insurance.
 - C. ENTIRE CONTRACT: Owner warrants that this contract contains all the understandings and agreements of the parties. Any change or modification of this contract must be in writing. Extras constructed or instituted by the contractor at the request of the owner without written change order shall be deemed additions to this contract. If, as a result of this proposal, some other form of contract is necessary to be signed, then in all cases, the aforementioned terms and conditions are part of the overall contract and, in case of conflict, supersede. This contract shall be governed by the laws of the State of Florida.
11. DEFAULT: In the event the Owners shall default in payment of the contract price or payments for extras as set forth herein, or the owner prevents the contractor from completing this contract through material breach of responsibility or warranty of owner as contained herein or owner defaults in any other provisions of this contract, contractor may at his option, retain all amounts paid by owner as damages, or seek other remedies to recover the unpaid balance of the contract price, including plumbing and filtration equipment and other equipment, accessories supplies by the contractor. The title to and ownership of all equipment and accessories, whether affixed to the owner's realty or not, shall remain the property of the contractor until all amounts due under this contract have been paid. Five percent (5%) will be added on the last day of the month to any unpaid past due balances. Owner shall pay all costs and expenses of Contractor incurred in enforcing this contract including reasonable attorney fees and court cost for negotiations, arbitration procedures, suits and appeals. Magic Marcite Inc. shall not be liable or responsible for special, indirect or consequential damages and its sole obligation shall be limited to the repair or replacement in work and materials. *Excluding coverage for etching mottling or staining.* The liability of the Contractor with respect to this contract may not under any circumstances exceed the contract price as set forth on the front side of this document.
12. ARBITRATION: The parties hereby elect binding arbitration as their exclusive method of settling controversies existing between them relating to this contract or the failure of refusal of either of them to perform this contract in whole or in part. Arbitration proceedings shall be conducted in accordance with the rules for swimming pools arbitrator adopted by the Central Florida Chapter of National Spa and Pool Institute, Arbitration Committee and said rules are hereby incorporated by reference into the terms of his agreement. A copy of these rules can be obtained from the Contractor, or by writing the NSPI chapter at the address below. Arbitration proceeding under this agreement shall be sending a written request for arbitration to the Chairman of the local chapter of NSPI, together with a filing fee as provided for in the rules. Request for arbitration shall be on Request for Arbitration forms that can be obtained from the NSPI at the address below on the contract, which set forth the issues in dispute. The amount claimed as damages, and the relief sought. If the site of construction is outside the district of the NSPI listed below, three arbitrators shall be selected as follows, the Owner shall select one, the Contractor shall select one, and the 2 arbitrators shall select one.
13. DEFINITIONS: The term "Contractor" as used in this instrument shall mean MAGIC MARCITE INC. The term "Owner or Purchaser" shall be singular or plural and shall include the heirs, personal representative and successors or assigns, unless other wise limited by the reference to original Purchaser or Owner.
14. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties and may not be changed orally.

THIS CONTRACT CONTAINS NO COMPLETION DATE AND NO PENALTY OR AWARD CLAUSES

Blue ink only

VOID



CONSTRUCTION INDUSTRIES RECOVERY FUND

Payment may be available from the construction industries recovery fund if you loose money on a project performed under contract, where the loss results from specified violation of Florida law by state licensed contractor. For information about the recover fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following address:

CONSTRUCTION INDUSTRIES RECOVERY FUND

7960 ARLINGTON STREET* SUITE 300 *JACKSONVILLE, FLORIDA 32211-7467*
904-727-3690