

CONDITIONS OF CONTRACT

1. The OWNER agrees to provide any and all surveys needed for this project. Whether they be boundary, form-board or final surveys. OWNER agrees to provide legal, certified, unaltered surveys for construction of said swimming pool.
2. The CONTRACTOR warrants its work to be free from defects in material and workmanship and to perform satisfactory for a period of one year after the completion date, and if any such defects should appear within such time, shall remedy same without costs to the OWNER. Completion shall be defined as the time when the pool is full of water, the equipment is in operation and/or the pool is in use. OWNER’S failure to make full payments to CONTRACTOR according to the contract and work orders shall void this warranty. Purchased or assembled accessories and equipment installed in this contract carry manufacturer’s warranty. A separate instrument warranting the work performed under this contract, with the limitations and exclusions may be provided to the OWNER, and it shall be considered a part of the contract documents. ANY IMPLIED WARRANTY ARISING BY OPERATION OF STATE LAW IS LIMITED TO THE DURATION OF THE ONE-YEAR WARRANTIES HEREIN CONTAINED.
3. The contract shall take precedence over the plans were discrepancies occur. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the OWNER’S responsibilities under it. All pool dimensions are measured by water line, and we approximate, with reasonable tolerance either way. The OWNER shall check the pool location and elevation after lay out, and accept full responsibility for same. The OWNER warrants that he is familiar with the locations of his property lines, easements, setbacks, and deed restrictions, and that the pool is within such boundaries and does not violate setbacks or clearance from public utilities required by local, State or National codes.
4. All changes and additions to the contract shall be authorized by a signed work order executed by the OWNER. Changes for such items shall be due when billed at the agreed upon price.
5. No OWNER may incur any expenditures to be charged to the CONTRACTOR or credited against this contract without the previous written consent and approval of the pool CONTRACTOR.
6. Any item not specifically stated under item #3, “SITE CONDITIONS” which are encountered shall be considered as not included on this contract and shall be the OWNER’S responsibility. This refers to soil conditions or objects above or below ground, such as but not limited to: cesspool, septic tanks, gas pipes, water pipes, drainage pipes, irrigation pipes, underground electrical conduit or other obstruction or other unknown ground conditions such as hard rock or muck. It is understood and agreed that if any additional work or materials are required thereby to complete the contract, the CONTRACTOR is hereby authorized to make such corrections, and the costs shall be added to the contract price plus 15% overhead and 15% profit. The CONTRACTOR assumes no responsibility for seawalls or tiebacks whatsoever. If survey geological report, topography maps, or soil report should be required by building department, the OWNER is to supply the same. IF MASS WEIGHT DESIGN is required by building department, the CONTRACTOR will supply the OWNER with a charge order stipulating the additional charges required to comply with the MASS WEIGHT DESIGN.
7. Normal dewatering utilizing a single 1.5” pump is included in the contract price, should uncontrollable water be encountered in the excavation, the CONTRACTOR reserved the right to either (a) raise the pool elevation specified at a reasonable additional charge, or (b) obtain the maximum depth possible but diminish the pool depth specified as required, however, no allowance shall be made for such reduction in depth, or (c) obtain the maximum depth by utilizing additional dewatering methods and equipment, in which case the OWNER shall bear the responsibility for extra costs incurred, or (d) if cannot be correct in the manner as described and the ultimate construction of swimming pool cannot reasonably meet the specifications as contained in this contract, then either party may terminate the work by written notice, the other party and OWNER shall pay CONTRACTOR for all work at that point of construction. The costs of filling excavation shall be borne by OWNER but be performed by CONTRACTOR only at OWNER’S request in writing.
8. The OWNER shall grant the CONTRACTOR ample access for all equipment, personnel and materials to the site, and use of water and electrical power within 100 feet of the pool site, and the right to store materials during construction. The OWNER assumes all responsibility for clearance of or damage to anything in the area of access, whether on the OWNER’S property or other. The CONTRACTOR is specifically held free of any responsibility for damage to landscaping, paving, driveways, sprinklers, trees, shrubs, etc.
9. When mechanical pool equipment is located within a main building structure rather than an exterior separate designed and build for that specific purpose, CONTRACTOR will not be responsible for sound or vibration reduction, transmission or isolation of equipment. If the pool equipment structure is to be built by the OWNER, then any ventilating fans or duct work required by the authorities shall also be the OWNER’S responsibility.
10. Backfilling of the pool to grade and the removal of the gunite around the pool will be the responsibility of the party doing the decks. The only exception to this is when the pool CONTRACTOR is doing the decks in new construction, then the backfilling will be the general contractor’s responsibility to bring subgrade up to 4” to beam top.
11. The CONTRACTOR relies upon the purchaser’s representation that there exists electrical power to operate and support the electrical needs of the pool and related electrical equipment if any increases in service, change of overhead, or underground service, switches, panels, circuit boxes or the like are needed (including magnetic starters), and G.F.I.’s, the same shall be done or provided at the purchaser’s cost and expense, it being understood that such additions and charges are not covered in the contract price. Each item included under electrical writing and hookup shall be clearly stated on the reverse side of this contract.
12. This contract price is based upon labor, material, and subcontract costs at the accepted date of this contract, and is a cost plus contract 15% overhead and 15% profit, and as such the contract is effective for a period of time ninety days therefrom.
13. In an effort to ensure fair and honest public feedback, and to prevent the publishing of libelous content in any form, the OWNER’S acceptance of this contract prohibits them from taking any action that negatively impacts Blue Fin Builders, Inc., its reputation, products, services, management or employees. Forms of public communication include but are not limited to social media websites, public forums, suppliers, vendors or record statements.
14. Should the OWNER violate this clause (# 13), as determined by Blue Fin Builders, Inc., in its sole discretion, the OWNER will be provided a twenty-four (24) hour opportunity to retract the content in question. If the content remains, in whole or in part, Blue Fin Builders, Inc. has the right to terminate this agreement and/or services immediately, constituting a breach of contract.
15. If the OWNER shall terminate or cancel this contact at any time subsequent to the entry into said contract, or if the OWNER refuses to permit the CONTRACTOR to proceed with and complete the work specified herein, the OWNER agrees to pay the CONTRACTOR reasonable liquidated damages, and not as penalty, an amount equal to 15% of the contract price, plus all actual costs and expenses incurred by the CONTRACTOR prior to the date of such cancellation by the OWNER.
16. The CONTRACTOR neither warrants nor guarantees a completion date for the construction of the swimming pool.
17. In the event that any work performed by the CONTRACTOR is wholly or partially destroyed or damaged due to fire, water, vandalism, or any other cause not under control of the CONTRACTOR, the loss shall be sustained by the OWNER, and shall not be the responsibility of the CONTRACTOR.
18. The CONTRACTOR reserves the right at any time to stop work until such time as any past due payments according to the payment schedule of this contract are brought up to date. The OWNER expressly agrees that the pool CONTRACTOR shall retain title to all equipment and removables such as pumps, motors, sliding boards, heaters, filter equipment and related items, chemical feeding equipment, safety equipment, cleaning equipment, etc. until full remittance has been made. The OWNER expressly agrees that the CONTRACTOR does and shall continue to have permission for entry to or on any premises to remove these articles. The OWNER’S failure to abide by any of the conditions of this contract will not constitute grounds for any breach of contractual obligations charged against the pool CONTRACTOR.
19. There are no promises, agreements, or understandings between the aforesigned parties which are not expressed in this contract. The contract cannot be amended, altered, or modified except in writing signed by both parties. CONTRACTOR is not bound by any commitments or agreements not specified on the CONTRACTOR’S copy of this contract.

FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND. IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A 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:

Construction Industry Licensing Board
2601 Blairstone Rd.
Tallahassee, FL 32399-1039
850-487-1395