

RESIDENTIAL SWIM - SPA - POOL AGREEMENT

This form complies with professional standards currently in effect

This document consisting of this agreement, plans and specifications, if any, all attached hereto and made a part hereof, shall constitute the agreement.

THIS AGREEMENT IS BETWEEN

ABCForms, Inc.

License B 0000001
65 Pine Avenue Suite 310
Long Beach, CA 90802

THIS AGREEMENT IS ENTERED INTO THIS DATE:

Insert your logo here

PHONE (800) 555-5151 CELL (800) 555-5151

<i>and</i> BUYER/ OWNER	NAME		
	ADDRESS	STATE/ZIP	PHONE
	ALTERNATE ADDRESS (IF ANY)	STATE/ZIP	PHONE

Hereinafter called "Buyer", "Owner" and/or "Trustor" agree to purchase the property described herein after set forth upon the following terms and conditions.

PROJECT ADDRESS - STREET	STATE	ZIP CODE
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Also Known as Legal Description; Lot # _____ Tra
Recorded in Book # _____ Page # _____ in the office of _____ State of _____.

DESCRIPTION OF THE PROJECT:

Check here if this space insufficient for complete description (attach to original and each copy).

Check here if there are plans (staple plans to original and each copy). If checked, additional specifications or plans are attached to this Agreement.

Initials Date Initials Date

Sample

TERMS AND CONDITIONS

ASBESTOS / HAZARDOUS MATERIALS

Owner represents that the property being remodeled does not contain asbestos and / or other hazardous materials. This contract does not cover the removal of, testing for appropriate corrective work and any other expenses incurred by the corrective work.

CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. SUBCONTRACTORS. Contractor may subcontract all or a portion of the work.
2. Contractor shall have the right to stop work and keep payments are not made when due. Failure to make payment within 10 days of the date that payment is due will be considered a material breach of the Agreement. If the work shall be stopped for any reason for a period of (60) days, then Contractor may, at Contractor's option, upon written notice, demand and receive payment for all work executed and ordered or supplied and any other loss sustained including Contractor's fee for overhead and profit based upon the contract price. Contractor is relieved from any further liability. In the event of a delay for any reason, Owner, shall provide for protection of and be responsible for any damage, warpage, racking, or loss of material on the premises.
3. Contractor, at Contractor's option, may alter specifications to comply with requirements of governmental agencies having jurisdiction. Any alterations or work undertaken to further this end shall be considered an Extra Work.

CONTRACTOR'S RESPONSIBILITIES AND LIMITED WARRANTY

1. Contractor agrees to furnish the materials for the project and to perform the work in a professional manner. All materials furnished under this contract shall be construction grade and meet industry standards. Where materials have been specified, Contractor may select substitutes when such materials are due to unavailability or other circumstances beyond Contractor's control. All substitutions shall be consistent in quality and character to that previously specified. The liability of the contractor for defect in installation is hereby limited to the replacement or correction of the material and/or installation, and no other claims, or demands will be made upon or allowed against the contractor. This limited warranty is only to owner and is not transferable. There is no implied warranty of merchantability nor any implied warranty of fitness for any particular purpose. There are no warranties either expressed or implied beyond the description within this paragraph #1. This warranty shall last one year from final building inspection or the date of completion of the work, whichever is first.

Note that equipment, assemblies, or units purchased by contractor in this contract are sold and installed subject to the manufacturer's guarantee or warranties, and not contractor's. Contractor, as permitted by applicable law, all warranties given by manufacturer to materials used by contractor in connection with the project shall run through and inure to the benefit of owner.

2. Contractor shall pay all subcontractors, laborers and material suppliers. Contractor shall, to the best of Contractor's ability, keep Owner free of valid labor or material suppliers liens.

ITEMS NOT RESPONSIBILITY OF CONTRACTOR

1. EXISTING VIOLATIONS AND CONDITIONS. Contractor shall not be held responsible for any existing violations of applicable building codes or ordinances, whether cited by the appropriate authority or not. Contractor shall not be responsible for any abnormal or unusual preexisting conditions such as, but not limited to, unusual or abnormal concrete footings, foundations, retaining walls, or any unusual depth required for same, such as, but not limited to, that condition caused by poor soil, lack of compaction, hillside conditions. Correction of such violations or abnormal conditions shall be considered additional work and shall be dealt with as an Extra Work.

2. DELAYS. Contractor agrees to start and diligently pursue completion, but shall not be responsible for delays for any of the following reasons; failure of the issuance of all necessary building permits, a reasonable length of time, funding of loans, disbursement of funds into escrow, control or escrow, acts of neglect or omission of Owner or Owner's employees

or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of riots or civil commotion, inability to secure material through approved channels, imposition of government priority or allocation of funds by Owner to make payments when due, or delays caused by changes ordered by the inspectors of authorized governmental agencies of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

Contractor is not responsible for matching existing paint or texture and does not guarantee against hairline cracks or discolorization in stucco.

CONTRACTOR'S RESPONSIBILITIES

Contractor is responsible for water, gas, sewer and electric utilities, from the time of agency to the metering device, unless otherwise agreed to in writing. It is Owner's responsibility, at Owner's expense, to provide toilet and water to the site as needed by the Contractor.

CONTRACTOR'S PROPERTY

Contractor shall keep driveway clear and available for movement and storage of vehicles and other equipment during normal working hours. If Owner or any worker or material supplier during the scheduled working hours will be held in breach of the Agreement and will be liable for any damages.

Contractor is responsible for having sufficient funds to comply with this contract. This is a cash transaction.

Contractor shall purchase insurance at Owner's expense before any work begins. The insurance will have course of construction, fire, vandalism, malicious injuries, and other perils, clauses attached. The insurance must be in an amount not less than the contract price and provide that any loss be payable to the Owner. The insurance is to cover the Owner, Contractor, Subcontractor and subcontractors in the amount of their respective interests.

If Contractor does not purchase such insurance, the Contractor, as agent for Contractor, shall purchase it and charge such cost to the Owner.

DESTRUCTION

If all or any portion of it is destroyed or damaged by fire, storm, earthquake, theft, or other disaster or accidents, any work done or materials used or to rebuild, etc., shall be paid for by Owner as an Extra Work and as provided for under "Extra Work".

If any of the above occurrences, If the cost of replacement of work already done by the Contractor, exceeds twenty (20) percent of the contract price, the Owner has the option to cancel the contract but, if the Owner does not, the Contractor shall be paid for all costs incurred plus Contractor's fee for overhead and profit for all work performed by Contractor up to the date of cancellation.

CONTRACTOR'S PROPERTY

Contractor shall be responsible to remove or protect any personal property of Owner limited to, carpets, drapes, furniture, driveways, lawns, and landscaping. Contractor will not be held responsible for damages or loss of said property.

OWNER'S DUTY

Owner represents ownership of the property where construction is to take place. It is Owner's duty to point out boundary lines of the property and to provide the Owner with the accuracy of such lines and how they are shown on the drawings. If required, the Owner will pay for a survey to chart the boundaries.

EASEMENTS, ETC.

8. Prior to construction the Owner is to give the Contractor a copy of any easements, restrictions or rights of way relating to the property. If Owner does not do so, Contractor will assume that none exist.

ENGINEERING AND GEOLOGY

9. Unless specifically agreed upon in writing between Owner and made a part of this Agreement under "Description of Work", "Specifications" or "Plans", this Agreement does not include or geology surveys, drawings, studies, reports or calculations required by a public body or building authority as a condition to securing a building permit or as a condition to securing final building inspection. The cost of any such required professional services shall be paid by Owner.

OTHER

DRAWINGS AND SPECIFICATIONS

1. The project will be constructed according to drawings and specifications that have been examined by Owner and that have been or may be made a part of this contract. Unless otherwise specifically provided, Contractor shall obtain and pay for all required building permits. Owner shall be responsible for assessments and charges required by public bodies and utilities, including repaying the cost of sewers, storm drains, water service, and including sewer and storm drain reimbursement charges, use of public utility fund charges, hookup charges and the like.

ITEMS EXCLUDED

2. Unless specifically agreed upon in writing between Owner and made a part of this Agreement, under "Description of Work", "Specifications", or "Plans", this contract does not include:

- a. Plumbing, gas, waste and water lines outside foundation walls, buildings or any required relocation or replacement of any such lines that may be discovered within the boundaries of any new ground.
- b. Electrical service, other than addition of circuit breakers or outlets to distribute electric current to new outlets;
- c. Any work which may be required regarding cesspools or septic tanks.
- d. Rerouting, relocating or replacing vents, pipes, ducts or conduits or those encountered during construction or changes required for wiring, vents, pipes, ducts or conduits in areas undisturbed by construction. Unless specified elsewhere, existing wiring and electric conduits represented by the Owner as adequate to carry load for existing work to be performed herein;
- e. Any additional work required for excavation or foundation where inadequate bearing capacity or rock or any other material requires use of ordinary hand tools
- f. Any work to correct damage caused by termites or dry rot.
- g. Changes or alterations from the specifications which may be required by any public body, utility or inspector.
- h. Painting, preparation, filing, finishing, grading, retaining walls, relocating gutters and downspouts, screen doors, weather stripping, seeding, landscaping, or decorating. Any work necessary to correct or alter or add the above items will be considered additional work to be dealt with as herein provided for under "Extra Work".

MEASUREMENTS

3. Measurements, sizes and shapes in plans and specifications shall be as shown and subject to field verification. Unless otherwise specified, all measurements shall be exterior dimensions. In the event of a conflict between the plan and the Agreement, this Agreement is controlling. Contractor shall be responsible for any existing illegal conditions.

MATERIAL REMOVED AND DEBRIS

4. Unless specifically designated by Owner in writing, prior to start of construction, Contractor may dispose of all material removed from structures in course of alteration. Contractor is to remove construction at end of project and leave premises in a neat broom-clean condition.

ADDITIONAL REQUIREMENTS FOR COMPLETION

5. Contractor shall promptly notify Owner of any additional requirements necessary to facilitate the project's completion. Any subsequent amendment, modification or agreement, which operates to alter this contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this contract and shall be controlling in case of conflict, to the extent that it alters the contract.

6. Contractor and Contractor must agree in writing to any modification or change of work covered by this contract. The Contractor shall do no extra work without the written authorization of the Owner. Any written agreement shall be for fixed price and any changes in terms and be signed by both parties. Any written authorization shall not be deemed fatal to the contract if the extra work is not performed.

7. Contractor shall be compensated in an amount determined before the extra work is performed and such amount shall include Contractor's usual fee for overhead and profit shall be made as the Contractor's usual practice, concurrently with payments, made under the payments schedule.

8. All order forms for changes or extra work shall be incorporated in the contract as a part of the contract.

FOR SPECIFICATIONS

9. The part of the following is included in this Agreement under "Specifications" and the following will apply: All cabinets to be paint grade, or if other than paint grade, to be of veneer construction. All doors to be clipped construction. All inside portions such as shelves, partitions may be of other species than exposed portions, but exterior doors shall be solid stock plywood, or particle board with fixed shelves. All cabinet fixtures to be white in color and selected by Contractor. All medicine cabinets to be white and metal. Tile, if ceramic, to be domestic, non-decorator, and fireplaces to be prefab with a metal flue. All extra materials used shall be the property of the Contractor. If any of the materials used vary from those specified in this Agreement under "Specifications", "Description of Work" or attached to this Agreement and initialed by Owner and Contractor, the Contractor shall be responsible for the cost.

EXTRA WORK

10. Any extra work or repair work remains to be finished after the project is completed. Contractor shall perform work expeditiously and Owner shall not withhold payment pending completion of such work. If major corrective or extra work is to be finished after the project is completed, and the cost of such work is more than ten percent of the gross contract price, the Owner may withhold payment until such time as Contractor has completed the work, pending completion of which Contractor shall not withhold an amount which is greater.

11. This contract, including incorporated documents, constitutes the entire agreement between the parties. No other oral or written agreements between Contractor and Owner, regarding construction to be performed exist. This contract shall be construed in accordance with, and governed by, the laws of the State of Florida.

12. Any notices required or permitted under this contract may be given by mail to the address of either the Owner or Contractor as listed in this contract. The address may be changed by written notice from one party to the other. Such notice is considered received five (5) days after deposited in the mail.

DISPUTE RESOLUTION

13. If any legal action or arbitration is instituted for the enforcement of any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to reasonable expenses incurred in the prosecution or defense of said action.

