

**THE RESIDENCES AT OCEAN DRIVE
CONDOMINIUM ASSOCIATION, INC.
Contract**

This Contract sets forth mutual covenants of agreement by and between:

OWNER THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC. (hereinafter "Owner"), a Florida Corporation and

CONTRACTOR Oasis Custom Pools, Inc. (hereinafter "Contractor") a
☒ Florida Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

1. **PROJECT NAME.** 2021 Pool Refurbishing Project
2. **SCOPE OF WORK.** Contractor agrees to furnish all equipment, labor, and materials to correctly provide, construct, or install the Project according to the Contract documents and exhibits.
3. **PROJECT SCHEDULE.** Contractor shall complete project preparation, including permitting, materials purchase, and equipment scheduling, to facilitate commencing work ☐ on ☒ by **08/23/2021** and progressing uninterrupted to completion within Contract calendar days or schedule. Payment amounts and time for completion Phases are:

Project Phase	Amount / %	Days/Schedule
Contract Deposit (Pavable on or before June 10, 2021)	\$ 5,547 0%	N/A
Delivery of Materials and Commencement of Work	\$ 12,943 0%	N/A
Completion of Plaster and Pool Refill	\$ 10,000 0%	14 14
Completion of Work, Punch Items & Final Owner Acceptance	\$ 8,490 0%	14
	0%	

4. **OWNERS REPRESENTATIVE.** The Residences Manager (hereinafter "Manager") is authorized to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Owner in the Contract Documents. The Owner may appoint a Project Supervisor to provide Project oversight, verify specifications and selections compliance, approve or reject work, approve payment, and report to the Manager and Owner.

Residences Manager: **Steve McKeon**

Project Supervisor: **To Be Determined**

5. **COMPLETION.** Each Project phase shall be substantially complete and ready for inspection within the Contract Calendar Days/Schedule set forth above. All phases of the Project shall be substantially complete and ready for inspection and final payment prior to expiration of the cumulative total days of all Project Phases. Allowance will be made for documented weather delays which must be submitted with each Progress Payment Application. There will be no damage for delay, however Owner reserves the right to terminate the Contract for failure to perform.
6. **CONTRACT PRICE.** Owner shall pay Contractor for all contracted work, completed in compliance with the Contract Documents, in current funds for the **Lump Sum of: \$ 36,980.00**. Extra Charges, if any, are as set forth in the **Contractor Bid/Proposal or approved Change Order**.
7. **PROGRESS PAYMENTS.** Project progress payments ☒ are ☐ are not permitted by this Agreement. When permitted, progress payments will be by ☐ Percent Complete ☒ Contract Phase/Schedule itemized in the "Project Schedule" above.
 - a. **Pay Applications.** When permitted, Contractor may submit Progress Payment Applications to Owner, for completed Phases/Schedule, or Unit Pricing. Upon receipt, Owner will verify accuracy and inspect to confirm satisfactory completion of related work (including cleanup and remediation of damage to other property). Owner may engage engineers, architects, or construction professionals to inspect for compliance with the Contract, applicable codes, and generally accepted quality standards.
 - a. **Progress Payments.** Approved Contractor Pay Applications will be paid within ten working days of receipt, and upon Owners receipt of Contractor and Subcontractor Mechanic's & Materialman's partial lien waivers. From each approved Pay Application, **0.0%** will be withheld as retainage until Final Payment.
 - b. **Project Completion.** The Project is considered complete when the Contract is fully performed, any incomplete or unsatisfactory items ("Punch List") are complete, the Project is accepted by Owner and City of Key Colony Beach, and final lien waivers, proof of all Project permits closed out, and all product and equipment operating manuals and warranties have been delivered to Owner.

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CONDOMINIUM ASSOCIATION, INC.**
Contract

- c. Final Payment. Upon satisfaction of project completion requirements, Owner will make final payment to Contractor, including Retainage, less withholding of any Owner and Contractor agreed amount.
8. **CHANGES TO THE PROJECT.** Any change to the Project, including Specifications and Selections, must be authorized by written change order, signed in advance of the change, by both Parties.
9. **CONTRACTOR'S REPRESENTATIONS.** Owner enters into this Contract relying upon Contractor representations:
- a. Bid Documents. Contractor accepts all terms and conditions of the Invitation to Bid the Project and Instructions to Bidders. Contractor carefully examined the Bid Documents and all physical conditions and limitations. The Bid is based upon completing the Project, as specified, for the Contract Amount in the time allotted.
 - b. Site Conditions. Contractor is familiar with general and local site conditions that could in any way affect cost, progress, work performance, or time for completion. Contractor does not consider any further examinations, investigations, explorations, or tests necessary for performance of the Project at the Contract Price, within contract times, and according to the Contract terms and conditions.
 - c. Governing Laws, Rules & Regulations. Contractor is familiar with, and will comply with all applicable local, state, and federal laws and regulations, and will abide by Residences Contractor Rules. The Contract Price includes the cost of all required regulatory permitting, which shall be secured by Contractor.
 - d. License. Contractor and/or Contractor's employees and subcontractors hold adequate professional licenses, from applicable governmental jurisdictions, to perform respective work in all Project phases.
 - e. Clean up & Safety. Contractor will maintain the premises clean and clear of debris, will take all reasonable safety precautions, and comply with all applicable local, state, and federal safety regulations.
 - f. Taxes. Contractor's bid includes, and Contractor will pay, all taxes applicable to the Project.
10. **CONTRACT DOCUMENTS.** Deviations from the Scope of Work will only be permitted and paid for by executed change order. Contractor will promptly notify Owner of any required revisions to the Scope of Work. This Contract shall take precedence over any conflict with any exhibit hereto. Contract documents are:

☒	This Contract (pages 1 to 3, inclusive)
☒	Exhibit "A" Contractor Rules
☒	Exhibit "B" Insurance Requirements
☒	Exhibit "C" Project Specifications Scope of Work (pages 1 to 2 inclusive)
☒	Exhibit "D" Project Selections
☒	Exhibit "E" Contractor's Bid/Proposal (pages 1 through 1 , inclusive)
☐	Exhibit "F" Project Plans (drawings)
☒	Exhibit "G" Oasis Custom Pools, Inc. Additional Provisions

11. **ASSIGNMENT OF CONTRACT.** This Contract can only be assigned by written mutual consent of Owner and Contractor and, specifically but without limitation, funds that may become due and funds that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
12. **DISPUTE RESOLUTION.** Owner and Contractor agree to negotiate in good faith to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction in Monroe County, Florida. The prevailing party shall be entitled to recover their reasonable attorney's fees and costs. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
13. **LIABILITY & INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall unconditionally defend, indemnify, and hold harmless, The Residences at Ocean Drive Condominium Association, Inc., its' owners, officers, directors, employees, agents, and consultants from and against all claims, costs, damages, penalties, fines, loss, and expense, including,

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Contract**

but not limited to attorneys' fees, costs, and expenses arising out of or resulting from Contractors performance, or non-performance of the Contract. Contractors indemnification includes, but is not limited to: Contractor negligence or gross negligence; strict liability; failure of Contractor, its subcontractors, agents, or employees to comply with any OSHA, federal, state, or local laws or regulations, including health and safety; breach of express or implied warranty by Contractor, its agents, or employees; defective work; work outside the scope of this Contract; or any inaccuracy or violation of any Contractor certification.

14. **TERMINATION & DEFAULT.** Owner may terminate this Contract if Contractor materially or otherwise defaults in performance of the Contract and fails to correct such default within five days of Owner's written notice. Any such termination shall be effective upon deposit of written notice to Contractor according to the Notices article of this Contract. Upon Termination, outstanding payments and retainage will be withheld and paid to Contractor 10 working days following Project completion, provided actual Project cost does not exceed the Contract Price. If actual Project cost exceeds the Contract Price, the excess amount will be deducted. Terms of this Contract shall survive Termination, Default, or Project Completion.
15. **ASSIGNMENT.** Owner or Contractor assignment of any rights or interests in the Contract, shall only be binding with the express written consent of the other.
16. **SUCCESSORS & ASSIGNS.** Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other, in respect to all covenants, agreements, and obligations contained herewith.
17. **SEVERABILITY.** Any provision of the Contract documents held void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue as valid and binding, and the Contract documents reformed to replace such stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
18. **NOTICES.** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated below.
 - a. Owner also consents to receive any notices by e-mail at Owner's e-mail address stated below.
 - b. Contractor also consents to receive any notices by e-mail at Contractors e-mail address stated below.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT AND MAY NOT BE CHANGED EXCEPT IN WRITING.

EFFECTIVE DATE OF THIS CONTRACT **04/01/2021**

OWNER: THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.

By _____

James I. Howe, President

901 W Ocean Drive, Key Colony Beach, Florida 33051

jim.howe@BelfairDev.com

Office Phone (254) 541-3099

Cell Phone (254) 541-3099

CONTRACTOR: Oasis Custom Pools, Inc.

By _____

Jeff Dellagno, President

Email OasisCustomPools@yahoo.com

Office Phone

Cell Phone (239) 887-0770

THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.

Contractor Rules

1. Operations.

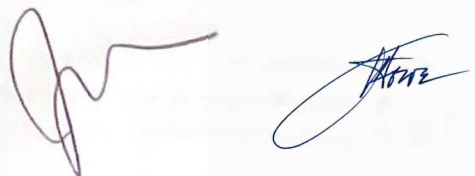
- a. Hours of operation. Without special permission from The Residences Manager, permitted work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Work that creates excessive noise is restricted and, except in emergency, can only be performed between May 1 and November 1. Work is not permitted on New Year's Day, Memorial Day, Independence Day, Thanksgiving & following day, and Christmas.
- b. Materials Staging. Orderly staging of construction materials must be monitored and controlled daily. Generally, all construction materials must be stored in a Manager pre-approved location.
- c. Fire Hazard. When utilizing open-flame, welding, soldering, or heat-tools, surrounding areas must be adequately protected with fire-blankets and appropriate fire-extinguisher(s) must be within easy reach of workers.
- d. Construction Debris, Trash, and Clean Up. The site shall be monitored and controlled daily. Minor amounts of trash may be placed in The Residences trash dumpster. Construction debris must be placed in Contractor provided containers and removed offsite (not placed in The Residences trash dumpsters or dumpster pen). Care must be taken to avoid dust contamination of buildings, units, automobiles, and grounds. Contractor's failure to comply with clean up requirements may, without notice, result in The Residences having the work performed with cost and administrative fee charged to Contractor.
- e. Clean Up. Daily, after work, walkway protection is to be placed in Contractor construction debris containers, stored out of sight, or removed offsite. All affected walkways, stairs, elevator, and parking surfaces must be thoroughly cleaned, swept, and/or washed with soap and water (brushed if necessary), as necessary to return to pre-construction or better condition.
- f. Vehicle Parking. Parking is permitted only in "Visitor Parking" or spaces designated by the Manager. During periods of congested parking, Contractor and Subcontractor employee-vehicles must be parked offsite.
- g. Toilet Facilities. Temporary toilet facilities must be provided for workers use, or offsite facilities must be used.

2. Property Protection. Cost of remediating damage to Association (or owners) property, caused by Contractor, Contractors employees, Subcontractors, or Suppliers, will be charged to Contractor. Affected components may include:

- a. Windows, Exterior Doors, Screens, Screen Rooms, and Door Mats must be appropriately protected throughout the project. Exterior doors, door jambs, and sills, must be adequately protected. Screen doors must be removed and stored during drywall, plaster, and concrete work, or during substantial dust operations.
- b. Carports, Garage, Walks, Stairwells, Driveway, and Parking surfaces must be adequately protected while work is being performed. Contractor protection of stairwells and walkways with carpet runners or other protection, adequate to prevent tracking, is required.
- c. Elevator Protection. Contractors are not to transport tools, equipment, or materials in elevators without protective wall and floor coverings. With reasonable notice, they will be installed by the Manager.
- d. Grounds & Landscaping. Contractors and subcontractors must respect The Residences grounds and landscaping by staying off the grass and out of landscape beds to the greatest extent possible. All washouts, including paint, plaster, mortar, grout, etc., must be done offsite.
- e. Tile Sawing. Sawing, of any type tile, must be by wet-saw, and to the extent possible, performed to avoid overspray onto unit balconies, stairwells, or in any way damage adjacent property. Wet sawing on a Unit balcony may be permitted, provided Association and owners property is adequately protected. Saw-cutting residue must be contained and removed offsite.

3. Inspections. The Manager, and The Residences authorized representatives, are authorized to perform compliance inspections of the Project.

4. Compliance. In addition to compliance with all applicable governmental regulations, Contractors must comply with these "Rules for Contractors".



THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.

Contractor Insurance Requirements

Contractors, their Temporary Worker Suppliers, and Subcontractors shall provide The Residences at Ocean Drive Condominium Association, Inc. (hereafter "The Residences") with proof of insurance meeting these minimum requirements.

1. **Proof of Insurance.** Prior to commencing work, The Residences shall receive Certificates of Insurance (hereafter "COI") transmitted directly from Contractor's and Subcontractor's insurance carrier, insurance agent, or broker.
 - a. **Required Coverage.** COI's shall indicate required coverage (as set forth herein) is in force, stipulating that the coverage will not be canceled or modified until the expiration of at least thirty (30) days after written notice of such cancellation or modification has been received by The Residences.
2. **Endorsements.** COI's must include these endorsements:
 - a. **Additional Insured.** The Residences at Ocean Drive Condominium Association, Inc. its' directors, officers, employees, representatives, and The Residences condominium owners and their guests will be shown as an "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory (Policy form CG 20 37 or equivalent).
 - b. **Waiver of Subrogation.** A Waiver of Subrogation for all listed coverages will be provided in favor of The Residences at Ocean Drive Condominium Association, Inc., its' directors, officers, employees, representatives, and The Residences condominium owners and their guests.
 - c. **Residential Exclusion.** General Liability coverage will not include a "residential exclusion" (including condominiums).
3. **Conditions.** Vendors shall not violate or knowingly permit to be violated; any conditions of insurance described herein.
4. **Coverage Minimums.**
 - a. **Workers' Compensation.** Coverage to provide full liability protection under the Workers' Compensation laws of the State of Florida with Employer's Liability coverage in limits not less than \$500,000.00 bodily injury per person, \$500,000 bodily injury by Disease Policy Limit, and \$500,000 disease each employee. Coverage is to be in the name of the Contractor and/or subcontractor and not from an employee leasing company.
 - b. **Commercial General Liability Insurance.** Coverage to include an "occurrence" basis, insurance for Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability Insurance. No exclusion should apply for explosion, collapse, and underground hazards. The required insurance shall be in limits not less than:
 - 1) \$1,000,000 Bodily Injury & Property Damage: (each occurrence)
 - 2) \$1,000,000 Personal Injury
 - 3) \$2,000,000 General Aggregate
 - 4) \$2,000,000 Products and Completed Operations
 - 5) \$1,000,000 Automobile Liability Insurance – Coverage to include all owned, non-owned and hired automobiles used relating to the Work with \$1,000,000 Bodily Injury & Property Damage (each occurrence) each accident combined single limit.

Jim Howe
254/541-3099
Jim.Howe@BelfairDev.com

The Residences 901 W Ocean

Swimming Pool Project

Scope of Work

Printed 3/23/2021

Category	Item	Scope of Work	Specification & Selection
General	Building & Pool Codes	Comply with all applicable.	
	Contract Form	Form attached.	
	Insurance Requirements	Requirements attached.	
	Contractor Rules	Rules attached.	
	Permits	Secure required permits - cost included. If an exact amount is unknown, include a reasonable estimate as an allowance in the proposal amount.	
	Manpower, Materials, Supplies & Equipment	All required to complete project in timely manner	
	Tax	All taxes, including sales tax shall be included and not charges separately.	
	Shipping & Handling	Include cost in proposal amount.	
	Landscaping & Pavers	Protect all existing Landscaping & Pavers from damage.	
	Dust & Dirt	Minimize Infiltration to balconies, units, and neighboring properties.	
	Packaging	Remove and dispose all packaging, pallets, boxes, etc. offsite.	
	Daily Site Maintenance	Remove and dispose trash and debris offsite.	
Demolition	Drain Pool	Inspect and identify any cracks & hollow spots (bottom & walls) Inspect main drain grills for possible replacement. Inspect returns for possible replacement.	
	Coping	Remove and Dispose offsite	
	Tile, Interior & Exterior	Remove and Dispose offsite	
	Skimmer	Remove and Dispose offsite	
Installation	Ladder	Remove and store for reinstallation.	
	Coping	Install with clean & uniform grout lines. Install depth markers with permanent adhesive. Acid-wash as needed to remove grout from coping.	Selection: Standard Grout: Matching Depth Markers: Imbedded in tile & coping.
	Skimmer	Install new skimmer at curb height & Leak-test Plumbing	Spec???
	Plaster	Acid wash, repair cracks & hollow spots. Mask skimmer opening, main drains, returns, etc. Apply 50/50 acetone with epoxy & overnight dry. Install 3-coat thermal plastic coating. Refill pool, add chemicals & start pumps. Balance Chemicals.	Spec??? 
	Tile, Exterior	Install neat and true with clean and uniform grout-lines. Acid-wash as needed to remove grout-scum from tile.	None. Use Coping Material Grout: Matching
	Tile, Step and Bench Trim	Install neat & true with clean & uniform grout-lines. Acid-wash as needed to remove grout-scum from tile.	Tile: Standard. To be selected. Grout: Match plaster.
	Tile, Waterline	Install neat and true with clean and uniform grout-lines. Embed depth-markers in waterline tile. Acid-wash as needed to remove grout-scum from tile.	Tile: Standard. To be selected. Grout: Match Plaster Depth Markers: Imbedded (sample attached)
	Handrail at Steps	Secure anchors to ensure solid and secure railing.	
	Ladder, Existing	Reinstall.	

Exhibit "C" (Page 1 of 2)

901 West Ocean Drive - Key Colony Beach, Florida

Jim Howe
254/541-3099
Jim.Howe@BelfairDev.com

The Residences 901 W Ocean
Swimming Pool Project
Scope of Work

Printed 3/23/2021

Category	Item	Scope of Work	Specification & Selection
	Refill Pool & Balance	Provide and install chemicals to properly balance pool water. Water cost (1-filling) by Owner, subsequent warranty fillings by Contractor.	
Completion & Acceptance	Owner Inspection	Onsite, in-person inspection	Prepare written punch list.
	Permits	Close Out	
	Punch List	Complete punch items	
	Final Cleanup	Remove all trash and construction debris, clean coping, tile and deck.	Power wash deck, if needed to return to pre-construction condition.
	Warranty	Secure tile, plaster, and inlet manufacturers warranties.	
	Final Owner Inspection	Backcheck punchlist & Deliver to Owner	Closed out permit, manufacturers warranties, and contractor warranty.
Payment	Contracting	Paid within 7-days of contracting.	15% of Contract Amount
	Commencement of Work	Paid within 7-days of materials delivery and start of work.	35% of Contract Amount
	Owner Acceptance	Paid upon completion and owner acceptance.	50% of Contract Amount
Options	#1	Coping - Double bull-nose	
	#2	Coping - Double bull-nose - Key Stone	Cast concrete Off-white, Double bull-nose
	#3	Main Drains: Replace drain covers	White

Exhibit "C" (Page 2 of 2)

901 West Ocean Drive - Key Colony Beach, Florida

OASIS CUSTOM POOLS, INC.

17162 Allico Center Road Suite 5
Fort Myers, FL 33967
Phone: 239.887-0770 Fax: 239.225.2871
CPC 1456972

POOL RENOVATION CONTRACT

(Front and Back)

This form, when properly signed by both parties or their agents, constitutes a contract between OASIS CUSTOM POOLS, INC., and the Owner or General Contractor as designated below, at the price, terms, and conditions herein set forth on both sides of this form.

LEGAL OWNER (herein referred to as "Owner"): The Residences

GENERAL CONTRACTOR: _____

INSTALLATION ADDRESS: 901 West Ocean, Key Colony Beach, Florida

Owner hereby contracts with OASIS CUSTOM POOLS, INC., herein referred to as the "Contractor", for the installation described herein at the price, terms and conditions set forth in this contract.

Pool Renovation to include the following:

- Drain and stabilize pool.
- Cut around all wall fittings, under waterline tile and around pool light to allow for smooth transition of new pool finish.
- Install new waterline tile in pool. (Standard Selection) *See Exhibit "D"*
- Rebuild pool light. *Includes new bulb, new seal, and leak-testing.*
- Bond Kote entire pool surface.
- Install standard PEBBLE pool finish. *Single coat of Diamond Bright 1/2" plaster.*
- Install double bullnose coping. (Standard Selection) *See Exhibit "D"*
- Install coping material on outside of raised beam.
- Remove existing skimmer and install new skimmer to proper elevation.
- Properly install *embedded* Depth and No Diving Markers.
- Install all new white goods. (*Inlets, etc.*)
- Install new code compliant main drain cover(s).
- Pressure test all plumbing lines to pool.* (*REPAIR COST IF NECESSARY NOT INCLUDED IN THIS BID)
- This price includes all clean up and haul away of all debris. *Included Dumpster or dumpster trailer will on site for daily and final clean-up.*
- Start up included.
- *All "Scope of Work" items are included.*

COST OF PERMIT NOT INCLUDED IN THIS PRICE

Dumpster/trailer every day.

Timing...

TOTAL CONTRACT PRICE: _____ \$ 36,980.00*

We have read, understand and agree to the conditions printed or written on both sides of this contract and no verbal agreements constitute a part of it. This contract is not valid unless approved by the home office. All materials and equipment furnished shall remain the property of Oasis Custom Pools, Inc., and not become part of the real estate where in may be installed until payment in full is received and said material may be repossessed in the event purchaser fails to make full payment.

ACCEPTED BY OWNER: _____

James I. Howe, President

DATE: April 1, 2021

CO-OWNER: _____

DATE: _____

OASIS CUSTOM POOLS, INC.: JEFF DELBAGNO

DATE: 02/28/2021

Exhibit "E" (Page 1 of 1)

ADDITIONAL PROVISIONS

1. The Owner shall be responsible for and warrants ownership of the property for the pool location being within his property lines and not in violation of setbacks or deed, building and zoning. The Owner will provide access to the pool site and work space for power excavating equipment and trucks. Unless otherwise stated herein, site preparation, removal of rock or changes affected by this construction shall be done at Owner's expense.
2. Owner shall furnish the Contractor with, on original construction or warranty work, an adequate water supply, electricity, gas and sufficient work space for storage of equipment and mixing materials adjacent to the pool. The Owner will ensure all liability for damage to driveways, walks, curbs, underground lines, plumbing, lawn sprinkler systems and septic tanks.
3. The Owner warrants that he owns the land upon which the pool is to be built or that he has full authority from the owner thereof, or any co-owner, to enter into this contract, and the Owner shall indemnify and hold harmless the Contractor in all matters arising on this account. In the event that any payment as provided herein is not paid when due, Contractor may stop work until payment is made, or at the option of the Contractor, until the entire contract price is paid, provided that if such payment, or the entire contract price at the option of the Contractor, is not paid within ten (10) days after it is due, Contractor may take such action as may be necessary, including legal proceedings, to enforce its rights under this contract. In the event of default on the part of the Owner in making payments when due, or in performing any of the other components of the Agreement, the Owner agrees to pay the Contractor all costs, plus overhead and profits as liquidated damages, and should the Contractor incur any costs or expenses in collecting payment or enforcing the terms of this Agreement, the Owner agrees to pay all such costs and expenses, including attorneys fees.
4. Until the contract price is paid in full, all equipment and accessories shall continue to be the property of the Contractor regardless of being affixed to real estate and being thereon, and shall not pass to the Owner until the Contractor has been paid in full. It is agreed and understood that the retention of title in such goods constitutes the retention of a security interest therein in accordance with Article II and Article IX of the Uniform Commercial Code, and to that extent this agreement shall constitute a security agreement therefor. This security interest shall attach upon delivery of the equipment and accessories to the job site, and prior to the installation thereof in any manner, or prior to the affixing of such goods in any manner into or onto the realty. The retention of such security interest shall not impair or otherwise affect or limit the Contractor's rights under the Florida Construction Lien Law, Chapter 713, Florida Statutes, including the right to file a Claim of Lien or the right to replevin therein contained. It is specifically agreed and understood that in the event of any default in payment, the Contractor shall have the right to enforcement of the security interest herein established, including the right of removal as contained in Florida Statutes 679.313.
5. If the specifications of this Agreement call for the construction of a pool other than a private pool, this Agreement shall be contingent upon the approval of plans and specifications by the State Board of Health. In the event it is necessary to alter or change the plans and specifications before each approval can be obtained from the Florida Department of Health, or during construction, resulting in a change in the anticipated cost of construction, the Contractor shall be equitably adjusted.
6. It is agreed that the Contractor shall be permitted to prosecute his work without interruptions. If it is delayed at any time by any act or neglect of the Owner, the Owner's representatives or employees, or any other contractor employed by the Owner, or any changes ordered in the work, the Contractor shall be reimbursed or paid for the additional expense or damage. This shall include loss of use of equipment by said delay; that in all cases involving work stoppage, extra work, changes or cancellation, it is agreed that the Owner will pay or reimburse the Contractor for its full costs of labor and / or materials, plus 15% overhead, plus 10% profit. Payment for all extra work or changes in the work done by the Contractor shall be due at time of billing and all changes in the work or extra work done at the request of the Owner shall be authorized by a signed memorandum. The Contractor shall not be held liable for any damage to installation, or delays resulting from storms, floods, earthquakes, swelling of ground, war, governmental controls, strikes, acts of God, or any other accidental or natural causes beyond its or his control.
7. It is expressly understood and agreed that this contract is the result of a request or solicitation initiated by the Owner, or his agent for the Contractor to install the pool and / or spa described herein. The contract is not the result of a personal solicitation of the sale by Contractor, or its employees or agents, at a place other than Contractor's office.
8. It is the responsibility of the Owner to maintain the water level of the pool to a point halfway up the front loading skimmer, even in the event of a leak.
9. When the pool is filled with water, the Contract shall have been substantially completed. All pool and deck dimensions are approximate with reasonable tolerance either way. This contract, including the provisions on the reverse side hereof, together with plans and specifications attached hereto, constitutes the entire Agreement. In case of conflict between plans and contract, the terms of this Contract shall prevail. No other verbal or written agreements shall affect this Contract and this Contract cannot be modified except by mutual written consent of Owner and the Contractor. In the event that two or more Owners enter into this agreement, any changes, modifications, alterations, or approval in writing provided for the Agreement signed by one of the Owners shall be binding upon all of the Owners. The Owners designate and authorize each other as agents for the other Owners with full authority to accomplish the matters heretofore set forth.
10. The Contractor shall pay for all required sales taxes and permits for its work, and the Contractor shall carry workmen's compensation, public liability, and property damage insurance. Owner shall carry builder's risk insurance at his option. The Owner and Contractor agree to comply with the provisions of the Florida Construction Lien Law of the State of Florida (Chapter 713, FS). The Owner shall record a "Notice of Commencement" with the Clerk of the Circuit Court, and forthwith post a certified copy thereof upon the property. In the event the Owner shall fail to comply therewith, the Contractor shall have the right to act upon the Owner's behalf as his authorized agent and to cause the "Notice of Commencement" to be recorded and posted as required by law. If, for any reason, the Contractor cannot obtain a necessary permit to construct the pool and to complete within thirty (30) days after this contract has been accepted by it, then the Contractor may declare this contract of no further force and effect.
11. In regard to installation charges: The Owner will be responsible for any additional charges for the following removal of underground obstructions, such as rocks, water lines, electrical lines, septic lines or fields, a high water table which requires a water pump and / or additional parts and labor, the removal of screen panels, fences, and any other obstructions that would interfere with the delivery or installation of a pool.
12. Contractor shall supply up to five (5) yards of crushed stone for the wall point to be placed underneath the deep end of the pool to control normal water table, by the use of one (1) H.P. electric water pump. It is agreed that if additional electric, gas or diesel water pumps and / or other required equipment, as determined by the contractor, are required to control ground water, the Owner will pay or reimburse the Contractor for its full cost of all labor, material and / or rented equipment plus 15% overhead / profit.
13. Price increase allowance (cost of materials): If the cost of material is increased prior to completion of the job, the increase of the material cost will be billed to Owner and paid by Owner. Only increases of 10% or more apply.

OASIS CUSTOM POOLS, INC.'S LIMITED WARRANTY STATEMENT

OASIS CUSTOM POOLS, INC., warrants the swimming pool to be free of defects in workmanship for a period of one (1) year from the date the pool of interior finish installation.

OASIS CUSTOM POOLS, INC., further warrants that the pool shall remain structurally sound for the period that the pool is owned by the original owners (buyers).

JIH (INITIAL) Coping, tile, decking, interior finish, plumbing, electrical, filter, heater and other pool accessories, are, by definition, not part of the pool structure.

JIH (INITIAL) Walls and decking are not warranted against cracking, checking, raising, settling or discoloration; and interior finish is not warranted against discoloration or staining or etching since such defects generally result from local water conditions, pollution, neglect, improper use of chemicals or lack thereof, or improper cleaning of the pool.

JIH (INITIAL) Warranties are effective only if Owner has complied with all the terms, conditions, payments and other provisions of this agreement.

The above warranty is in place of all other express warranties and all other obligations assumed by the Contractor, and in place of implied warranty, including implied warranty of merchantability or fitness.

OASIS CUSTOM POOLS, INC., is herein called the Contractor.

JIH (INITIAL) It is the responsibility of the Owner to test pool water once a week, make necessary adjustments for chlorine, PH, total alkalinity, calcium hardness, cyanuric acid and totally dissolved solids. Failure to maintain proper water chemistry will result in voiding of the warranty.

JIH (INITIAL) Contractor will fill the pool upon completion of tile and plaster work, and will chemically balance pool water as part of the project.

Tile and Coping recommended by Islamorada Pools Designer

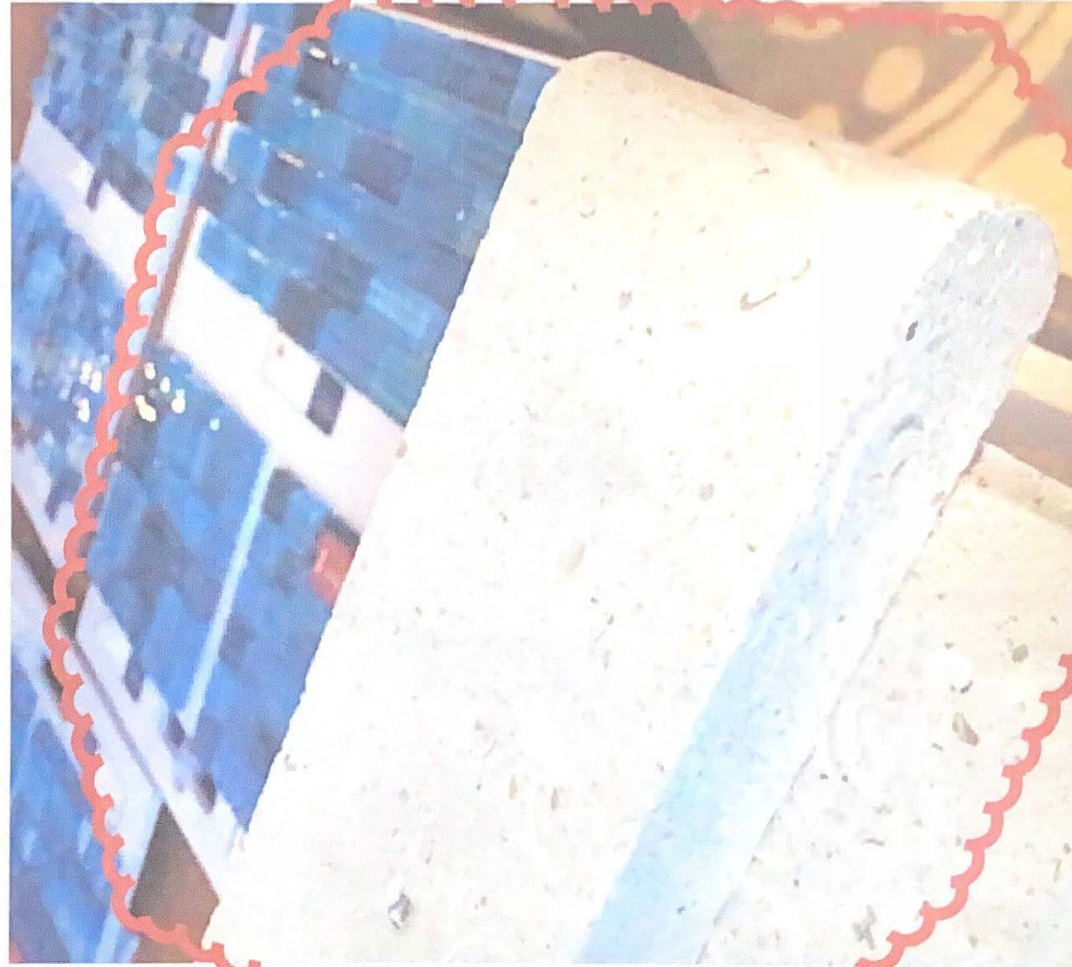
Our pool must meet commercial code and these samples meet commercial pool code.

Please number Coping selection you like best with #1 being best.

Coping Sample is at the Pool
Size will be adjusted to
provide a small reveal on
the outside. 16" Coping
width is recommended.

Coping

[]



Replace Coping
with concrete
paver tiles (like
existing).

[]

Exhibit "D" (Page 1 of 2)

Please number Tile Selection your like best with #1 being best.

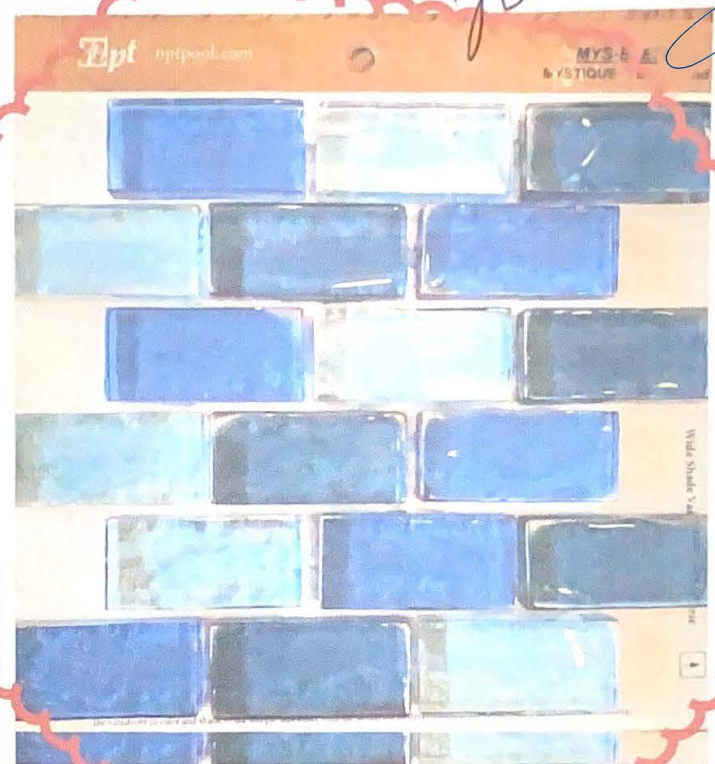
Tile 1

[]



Tile 2

[]



Tile 3

[]



Tile 4

[]



Exhibit "D" (Page 2 of 2)