

# AGREEMENT

Platinum Pools and Spas, LLC – 104 Seacrest Dr., #3, Largo, FL 33771 -- 727-600-0336 -- Platinumpoolsandspas.net – License # RP-

<b>PURCHASER NAME</b>	Peter Nemethy	<b>PURCHASER'S SPOUSE'S NAME</b>	
<b>ADDRESS</b>	[REDACTED]	<b>CITY, STATE, ZIP</b>	[REDACTED]
<b>PHONE</b>	[REDACTED]	<b>CELL</b>	
<b>EMAIL</b>	[REDACTED]	<b>EMAIL</b>	

ITEM	DESCRIPTION	COLOR	TYPE	QUANTITY	PRICE EA.	TOTAL
New Pool Large sun shelf 8ft champagne style spa	Free form 6 bubblers	7 savi led lights Beach entry	Gunite	1708 sq ft 36,182 gallons	Floor heat returns	\$122,758.50
Pool Equipment 3 yr warranty on all	Jandy Automation smart phone controlable	2-Je-3000T 132k heat pump pool heater	Salt system Tru clear 35k 110k electric heater	3-3hp vs pumps vs pump	2-Jandy cartridge filter Cs-250 cf	
Coping	Brick	tbd	Bullnose	227 lf	23.00 lf	\$5,221
Tile	Standard	Tbd	Standard	377 lf	16.00 lf	\$6,032
Pavers	Brick	Tbd	Standard	3010 sq	6.50 sq ft	\$19,565
Stonescapes pool surface and prep	standard	Tbd	standard	Lifetime warranty		\$19,400
Bridge to spa	Concrete	Tbd	standard	1		\$4500
Laminars installed	Pentaire	12		1		\$14,400
Fire bowls	Propane Gas					4,500
Build outdoor Kitchen	Curved	Homeowner will supply ventilation hoods and instalation	Stacked wall block appximatly 36ft long	1	Granite to be chosen and paid for by owner seperately	\$35,930
Lion 32" grill \$1300 Three sets of lion ss doors 1350	Lion fridge \$200	Hibachi grill up to tbd \$2200	Wine chiller tbd up to tbd 2200	Lion Ice chest up to 250	Sink up to \$250 All plumbing to be ran by homeowners plumber	7750

Deco Drain	3" Removable	Log Drain		120 LF	26.00	2,400
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ALL PERMITTING WILL BE BILLED AT COST		TOTAL	\$ 242,456.50
Due at signing	20% 48,500 / 24,239 <sup>After permit</sup>	DEPOSIT	\$72,736.00
Due after tile and coping		1 <sup>ST</sup> DRAW	\$72,736.00
Due after Pavers		2 <sup>ND</sup> DRAW	\$72,736.00
Due after completion		FINAL	\$24,248.50

TERMS AND CONDITIONS ARE ON PAGE 2 (ON BACK)

  
PURCHASER ACCEPTANCE

3/5/2020  
DATE

PLATINUM POOLS AND SPAS, LLC

3/5/2020  
DATE

**I. CONTRACTOR'S RESPONSIBILITIES.** Platinum Pools and Spas, LLC, (hereafter "Contractor") agrees to supply all labor, materials, equipment, and supplies necessary to perform and complete the work described in this Agreement in a workmanlike manner, and to comply with all laws, ordinances and regulations of federal, state, county, and city, with respect to the performance of its work and the fulfillment of this Agreement. Certificates of insurance will be furnished to the Purchaser upon request. Contractor shall regularly remove trash and construction debris from the Purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the Contractor unless specifically stated in this Agreement. Minor variations in the dimensions or elevations are normal and shall not affect the validity or enforceability of this Agreement.

**II. SITE CONDITIONS.** In the event excessive ground water is encountered, Contractor may, at his discretion, either raise the pool elevation, decrease the depth, or try to obtain contractual depth by other means, including but not limited to, well points, each or all at an additional cost to the Purchaser. Should unknown physical conditions below the surface be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work to be performed, causing the necessity for extra labor or materials to complete the work, the Purchaser agrees to pay for this additional cost. Such unusual physical conditions below the surface include, but are not limited to, excessive clay deposits; leveling of pool bond beams; repairing or bringing non-standard, dilapidated or outdated items current; pre-existing drainage problems; removing of algae or excessive delamination (hollow spots) in existing pool or deck finish; and raising of patio or screen doors. If it is determined by Contractor and/or Purchaser that the cost of this extra work would be prohibitive or that the physical conditions below the surface prohibit completion of this Agreement, the Purchaser agrees to pay Contractor for all labor and materials used in the work completed to date. If it becomes necessary to install one or more well points (minimum charge of \$500.00) to remove the excess ground water or to install submersible or overhead pumps the Purchaser agrees to pay the additional charge upon receiving an invoice. Any and all electrical work requiring a licensed electrician is not included in the price of this Agreement. Pricing for propane tanks, natural gas lines, electrical and panel upgrades are not included in this Agreement.

**III. ACCESS.** Purchaser agrees to furnish access to the job site, including access for heavy equipment and understands that damage in the area is inevitable. The Purchaser further agrees that Contractor will not be responsible for relocation, replacement, or damage to lawn, septic, sewer, or sprinkler systems, shrub, trees, fences, driveways, seawalls, seawall tie backs, curbs, well or other underground utilities that are in the equipment access, pool, or deck areas. Damage to personal property, such as lawn furniture or portable plants, left in the construction areas will be the Purchaser's sole responsibility. Moving of furniture, plants etc. from decks and construction area will be billed separately.

**IV. PROPERTY TITLE.** The Purchaser warrants that he/she owns the land upon which the pool is to be built or has full authority from the owner thereof to enter into this contract, and the Purchaser agrees to indemnify and hold harmless Contractor in all matters arising on this contract related to the situs of the pool.

**V. PRELIMINARY COSTS AND LIQUIDATED DAMAGES.** Should the Purchaser terminate this Agreement prior to the construction commencement, the deposit shall be retained by Contractor in satisfaction of preliminary costs advanced by Contractor, or Contractor, its sole discretion may charge a 30% cancellation fee, whichever is greater. Notwithstanding, this Agreement may be cancelled within three (3) days following the date of Purchaser's signature or verbal authorization without penalty to Purchaser. Purchaser acknowledges that since Contractor owns the materials and equipment provided and that such goods may be unique to Purchaser's requirements and that the value of such goods is depreciating with time, the damages Contractor may sustain as a result of Purchaser's breach or premature termination of this Agreement after commencement of Contractor's work would be difficult, if not impossible, to determine. Contractor and Purchaser therefore agree that in the event of Purchaser's breach or other termination of this Agreement prior to completion of Contractor's Responsibilities, Purchaser shall pay to Contractor as liquidated damages, and not as a penalty, a sum equal to payment/draw due for the stage(s) of work completed plus an amount equal to 30% of the total payment/draw due based on stage(s) of work completed.

**VI. PURCHASER'S RESPONSIBILITIES.** The Purchaser agrees to pay the Contractor for the performance of Contractor's work, subject to additions and deductions for any change orders or other modifications to the Agreement's terms. Payments must be made on schedule or work will stop until such payments are made. Late payments will void any free items or credits included in this Agreement. Work will be re-scheduled upon payment and existing completion dates will be adjusted accordingly. The Purchaser agrees to furnish to Contractor all surveys describing the physical characteristics, legal limitations, utility locations, and a legal description of the job site, including any Deed restrictions. The Purchaser agrees to furnish to Contractor water and electrical power, at Purchaser's expense, needed to complete the terms of this Agreement, including but not limited to the initial filling of the pool with water. Dump fee and other material disposal fees will be billed at cost (if applicable) to Purchaser and are not included in Agreement's price. Work which is damaged or in need of repair due solely to weather conditions/events, acts of God, or acts of the Purchaser shall be Purchaser's sole responsibility and in addition to this Agreement. Contractor is not liable for staining of new surfaces from old, rusted lights, ladders, returns, or other non-new items Purchaser opts to install. Non-standard vendors or items selected by Purchaser may increase the final price of the work to be performed under this Agreement. Tile material is billed separately.

**VII. MODIFICATIONS AND CHANGE ORDERS.** All changes or additions to this Agreement shall be authorized only by a signed addendum executed by the Purchaser and Contractor. Charges for such items shall become due when billed and paid for before the existing construction schedule continues. This Agreement may not be modified except by written agreement signed by both parties.

**VIII. NOTICES.** Any notice given under this Agreement shall be in writing and shall be delivered personally or mailed to the other party at the address on the front of this Agreement. All notices shall be sent by Certified or Registered U.S. Mail, with return receipt or other proof of delivery receipt. It is understood that THERE ARE NO OTHER UNDERSTANDINGS, PROMISES OR AGREEMENTS THAT EXIST THAT ARE NOT REPRESENTED IN THIS AGREEMENT. NO VERBAL AGREEMENTS ARE VALID unless put forth in writing and signed by both parties. Purchaser acknowledges that he/she has read and received a complete legible copy of this Agreement. Upon acceptance, Purchaser shall receive a signed copy and upon its receipt authorizes Contractor to complete the work as specified.

All equipment and accessories furnished by Contractor will remain the property of Contractor and no warranty will be honored until all invoiced payments have been made. Failure to make such payments as invoiced will be considered a breach of this Agreement. In the event of breach of the Agreement by non-payment, Contractor shall have the right to remove the furnished pool equipment and/or accessories even if they are attached to real estate. Outstanding balances on items completed beyond 30 days shall permanently void all warranties & guarantees. Should Purchaser fail to allow Contractor to remove said equipment and/or accessories pursuant to the terms herein, Contractor shall have the right to a lien on Purchaser's real property to the extent of the equipment and/or accessories supplied. Nothing in this paragraph shall be construed to limit Contractor's legal remedies in the event of a breach of this Agreement by Purchaser.

In the event Purchaser has supplied dimensions, drawings, surveys, or requests for the purposes of pricing this Agreement, the price may be subject to increase if subsequent inspection and/or municipality(ies) determines the work is unable to be permitted as requested or the actual dimensions are different than those supplied by Purchaser.

Work under this Agreement is deemed complete when Contractor's materials are installed. Purchaser agrees that there are no warranties in effect and final inspections will not be called in until the Contractor is paid in full pursuant to this Agreement. Purchaser will be liable for any damages that may occur to any completed or uncompleted work for not adhering to the terms and conditions of this Agreement and/or other delays caused by Purchaser. Contractor shall not be liable under any circumstances for incidental or consequential damages, and, in any event, no claim for damages shall be greater in amount than the price of this Agreement. It is common for minor punch-list items and final clean-up to extend beyond the time the final draw is due. A maximum of a \$200 hold back will be allowed without penalty of late payment. No free or specially priced items will be installed unless all invoices have been paid in full and on time. Draws are due the morning work is to be completed for designated stages. If full payment is not on-site morning of completion, work shall not be initiated, a \$500 trip charge will be billed to Purchaser, and any future draws remaining under this Agreement shall be paid in advance. This or any late payment will void any credits, special discounts or free items included in this Agreement.

**IX. WARRANTY.** Contractor warrants Contractor's work to be free from defects in material and workmanship for a period of one (1) year after the completion date or the date pool was first filled with water, whichever is earliest. If any defects should appear within such a time, Contractor shall remedy such defect without any cost to Purchaser, provided Purchaser has complied in full with the terms of payment and other provisions of this Agreement. Purchaser's failure to make full payment to Contractor according to this Agreement and work orders shall void this warranty.

Contractor warrants the concrete shell on new pool construction against structural defects to the original Purchaser for ten (10) years. Purchased or assembled accessories and/or equipment installed under this Agreement carry the respective manufacturer's warranty and Contractor neither warrants or guarantees such equipment beyond or in excess of the manufacturer's warranty. The servicing or replacement of such items shall be charged for if their age exceeds the limits of said manufacturer's warranty. Imperfections, such as marcite and deck discoloration, hairline cracks in pool, tile, expansion cracks in decks and tile, which are inherent to this type of construction are not warranted. Etching, pitting, and scaling of the interior pool finish is caused by improper water chemistry and will not be warranted. Interior finishes are warranted only in areas where the material touches. Other areas such as plumbing, skimmers, main drains and light niches, unless contracted separately, are not warranted. All equipment shall be new unless otherwise specified. Defects or failures caused by mistreatment or neglect on part of Purchaser shall be repaired or serviced at Purchaser's expense. There are no other warranties, either express or implied, which are not stated herein.

**X. ENFORCEABILITY.** In the event Contractor is required to enforce, defend, and/or protect its rights under this Agreement, Purchaser agrees that in addition to all other amounts which it might be required to pay, Purchaser will pay Contractor's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees, and costs.

**XI. SEVERABILITY.** If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.

**XII. ACCEPTANCE BY PURCHASER.** The terms and conditions of this Agreement are fully understood and agreed to by the Purchaser. The prices, specifications, conditions, and payment schedule are satisfactory and are hereby accepted by Purchaser. It is understood by Purchaser that this Agreement may be cancelled without penalty within three (3) days following the date of Purchaser's signature or verbal authorization of work to be performed.

Purchaser's Acceptance:

Purchaser Name: PETER NEMETHY

Purchaser Address: [REDACTED]

Purchaser Signature: [Signature] Date: 3/5/2020

Contractor's Acceptance:

By: David Greiner

Title: owner

Date: 3/5/2020