

Villa Pools, Inc.

3030 Del Prado Blvd. South, Cape Coral, FL 33904

STATE CERTIFIED POOL CONTRACTOR - CPC056934

Phone: (239)542-9870 Mobil: 940-4230 FAX: 542-9871

FAX TRANSMISSION

Date: 10/6/05

To: Irv Faunce

Re: Pool Construction Agreement

From: Gary Howe

Fax Number: 301-929-1158

No. of pages including this cover page: 6

Message:

Dear Irv,

Enclosed is a Construction Agreement and copy of your pool plan. Please sign the pool plan where indicated, and contract on pg. 3 and 4, and return with a check for \$714.00.

Sincerely,

Gary Howe

Please call me on my mobil 239-940-4320 with questions.

VILLA POOLS, INC.

3030 Del Prado Blvd. South 1, Cape Coral, FL 33904 (239) 542-9870 FAX (239) 542-9871

STATE CERTIFIED POOL AND SPA CONTRACTOR - CPC056934

SWIMMING POOL CONSTRUCTION AGREEMENT

This AGREEMENT made by and between VILLA POOLS, Inc., herein termed the "Contractor", and

IRVIN FAUNCE, JR.
address: _____ herein termed the
"Purchaser". Phone 301-929-3002 Fax 301-929-1158 E-Mail _____

WITNESSETH:

Contractor agrees to construct for the Purchaser, in substantial conformance with the specifications set forth hereinafter, and on the attached plan, the following described swimming pool and other improvements, herein called "the Work"; to be located at:

1312 NE 14TH AVE CAPE CORAL, FL
Approx. Pool Size 110x77' Approx. Depth 3-4 1/2-3' Shape Custom

CONSTRUCTION SPECIFICATIONS:

- | | |
|--|----------|
| 1. Contractor's engineered plans and specifications for pool | Included |
| 2. Pool construction permits, as required by city or county code. . | Included |
| 3. Normal access to job site and normal excavation of soil from pool area .. | Included |
| 4. Contractor to hand form and shape pool | Included |
| 5. Engineered steel reinforcing, throughout pool structure | Included |
| 6. Engineered 6" concrete pool structure to exceed code..... | Included |
| 7. One 6" waterline tile band, choice of std. selections | Included |
| 8. Pool coping: <u>Bullnose Brick</u> Cantilever | Included |
| 9. One set of shallow end steps | Included |
| 10. Interior finish to be <u>Exposed Aggregate</u> | Included |
- SUNKEN CHAIRS, TILE STOPS, SWIM UP BAR, FOUNTAINS,
RAMP AS PER PLAN INWOODS.

POOL EQUIPMENT SPECIFICATIONS:

- | | |
|--|-------------|
| 1. Pool Filter - Type: <u>STARITE Cartridge</u> Size <u>150th</u> | Included |
| 2. Pool pump and motor - Jacuzzi - Size <u>1 HP</u> | Included |
| 3. Time Clock - or controls <u>T104 INTERMATIC TIMER RAWIBOW 320</u> | <u>PUR.</u> |
| 4. Pool Heating System: <u>AQUATHERM AT 700 17545 Pump</u> | <u>INC.</u> |

PLUMBING SPECIFICATIONS:

- | | |
|--|----------|
| 1. All plumbing to be SCH 40 PVC..... | Included |
| 2. Surface skimmer (s) <u>2</u> | Included |
| 3. Pressure return lines, minimum of three..... | Included |
| 4. Deep Heat flow reversal system <u>AUTO FILL SYSTEM.</u> | Included |

DECKING SPECIFICATIONS:

- | | |
|---|----------------|
| 1. Pool deck: Concrete <u>Interlocking Pavers</u> Other _____ Size of deck, up to <u>24'x60'x2'</u> | Included |
| 2. Perimeter footers _____ monolithic | Included |
| 3. Retaining wall: allowance <u>UP TO 36" CONCRETE.</u> | <u>INWOODS</u> |
| 4. Fill allowance <u>RAMP AS PER PLAN</u> | <u>INWOODS</u> |
| 5. Rock or Coral excavation and/or hauling allowance _____ | <u>NONE</u> |
| 6. Lanai topping, or finish | <u>PAVERS</u> |

SPA SPECIFICATIONS:

Type of Spa NONE Size Raised Number of jets
 Light: Yes - No - Spa Heating System- Type:
 Spa Control System
 Other Options

SCREEN SPECIFICATIONS:

1. Type of Enclosure: Fence Screen Roof: Mansard Hip "A Frame"
 2. Height of fascia 10'± Height of screen walls: 10'± Aluminum Color: White Bronze
 3. Gutters and down spouts: Included Number of doors (3)
 4. Screen Pickets, External deck steps, and/or railings are optional, and an extra cost if needed.
 5. Other options: NONE

MISCELLANEOUS SPECIFICATIONS:

1. Ladder <u> </u> Swim Out <u> </u> Handrail <u>Ramp</u>	As Noted
2. Low voltage pool light <u>(2)</u>	Included
3. Approved junction box and light conduit	Included
4. Electrical bonding of pool shell and equipment..... <u>ELECTRIC SERVICE BY BA WOODS.</u>	Included
5. Start up, and chemical balance of water, pool maintenance kit.....	Included
6. Under drain well point, and up to 6 yards of rock (additional if required - \$30. yd.)	Included

AGREED CONDITIONS

1. This document, along with the attached, approved pool plan is the entire Contract. Any Change Orders are in addition to this agreement. Landscaping, furniture, plants, Tiki Huts, etc. are not included.
2. Purchaser hereby agrees to allow the Contractor, his employees, agents, subcontractors and representatives access to the job site, and that all pool equipment, materials, tools, supplies, etc. are, and shall remain the property of the Contractor until this contract has been paid in full.
3. The contract price is based on the Purchaser's representation that the pool area contains no rock or coral formations, boulders, tree stumps, water or electric lines, a high water table, or soil or ground conditions incapable of supporting the pool structure, or any other conditions that will interfere with the normal excavation, construction or completion of the work. Rock/Coral excavation is billed at \$295.00 per hour of machine time, plus \$395.00 set up fee. The purchaser agrees to pay any additional reasonable amount necessary to correct any such condition. Any additional fill required to construct this project, or the hauling away and disposal of excavated material other than normal, clean fill dirt, is also the responsibility of the purchaser.
4. Purchaser understands and agrees that; Shade, texture, and color variations are to be expected in pool tiles, decks, Pavers, and interior pool finishes. Shading, variances in color and texture, shadows, and bleaching of pool finishes are all normal characteristics of cementitious products. Staining of pool finishes can be caused by many factors beyond the control of the contractor, such as; fill water chemistry, metal or sulfur contamination, fertilizer, pool water chemistry balance and maintenance, toys, coins, foreign objects in pools, etc. Therefore contractor cannot warranty against staining. All Concrete pools and pool finishes "weep" and/or "leak" small amounts of water. This minor weeping or leaking is not seen in a pool that is built entirely below ground, but may be apparent in pools that are built above grade or partially above grade.
5. The elevation and location of the pool shell, screen, deck, and equipment are the responsibility of the Purchaser. Purchaser agrees to allow Contractor to use his best judgment when setting elevations. The purchaser agrees that all concrete pools, spas, screen and deck dimensions are approximate, with up to a 6" tolerance in any dimension.

6. Contractor agrees to complete all work in substantial conformance with the specifications set forth herein, with all construction and materials to meet or exceed the current building code, and all workmanship to meet or exceed Industry Standards and the guidelines published by the National Spa and Pool Institute.

7. All material and labor is warranted for a period of one year from the date pool is filled with water, provided the purchaser has complied with the terms of payment of this agreement. Pool equipment, pool heaters, electrical equipment, pool finishes, etc. may have additional warranties provided by the manufacturer. Concrete pool decks are not warranted against checking, or hairline cracking. Light bulbs are warranted for 90 days.

8. Purchaser agrees that additional deck color coatings, warranty repairs, cosmetic defects, "punch list items", etc. shall not delay the final payment of the contract, provided purchaser has substantial use & enjoyment of the pool.

9. Purchaser and Contractor agree that the Contract price is based on current construction costs and market conditions. Purchaser and Contractor recognize that construction costs are very fluid and subject to change. In the event that the Contractor shall not be able to start construction within 60 days, and/or Contractor is unable to complete the construction within 180 days of the date of this agreement, due to factors beyond the control of the Contractor, including, but not limited to, Home Builder delays, Hurricanes, Floods, Acts of God, Government Acts, increase in Sales Taxes, Gasoline, Impact or Permit Fees, etc., the contract price shall be subject to change. The Contractor shall notify the Purchaser of any adjustment in price. If said adjustment results in an increase of the Contract total prior to the start of construction, then the Purchaser shall have the right to cancel this Agreement, and receive a refund of his deposit, less any expenses incurred by the Contractor. If an adjustment is necessary after start of construction, then Contractor and Purchaser agree to adjust the Contract price by an amount that reflects the actual additional increased costs, plus a 15% mark up for overhead.

10. I have been informed of the requirements of the State of Florida, "Preston de Ibern/ McKenzie Residential Swimming Pool Safety Act, (SB 86) and agree to comply with the requirements of this law. I agree to use the following item: _____ Baby Barrier Fencing 8 windows & doors Alarms

Purchaser agrees to pay to contractor the sum of \$ 55,214.00 U.S. Dollars. Down payment in the amount of \$ 714.00, the receipt of which is hereby acknowledged. The balance in the amount of 954,500.00 is payable as follows:

40% day of Pool Shell and Retaining wall installation:	\$ <u>21,800.00</u>
20% day of Tile or Coping installation:	\$ <u>10,900.00</u>
20% day of Deck installation:	\$ <u>10,900.00</u>
15% day of Screen Enclosure installation:	\$ <u>8,175.00</u>
5% day of Pool plaster/fill:	\$ <u>2,725.00</u>

Accepted this 6th day of OCTOBER, 2005.

By [Signature] Purchaser

By [Signature] Purchaser

By [Signature] Gary L. Howe, President
Villa Pools Inc.

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(F.S. 713 - New Mandatory Language for all Direct Contracts with the Owner)

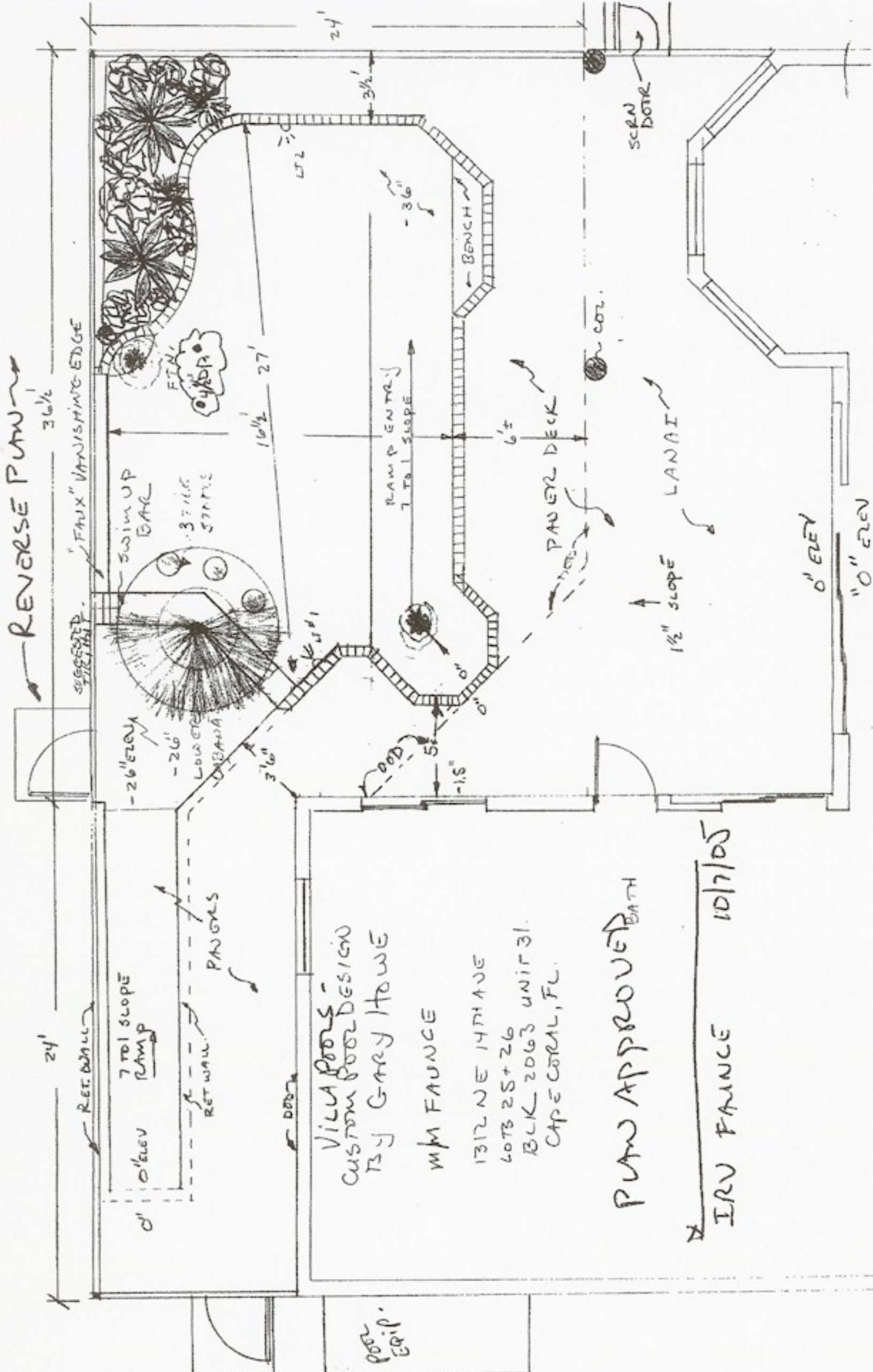
According to Florida's Construction Lien Law (sections 713.001 - 713.37, Florida Statutes), those who work on your property or provide materials and are not Paid In Full have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien.

If your Contractor or a Subcontractor fails to pay Subcontractors, Sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your Contractor in full.

If you fail to pay your Contractor, your Contractor may also have a Lien on your property. This means if a Lien is filed, your property could be sold against your will to pay for Labor, materials, or other services that your Contractor or a Subcontractor may have failed to pay.

Florida's Construction Lien law is complex and it is recommended that whenever a specific problem arises, you consult an Attorney.

Purchaser	<u><i>Jan E. Luna J</i></u>	Date	<u><i>10/6/2005</i></u>
Purchaser	<u><i>Cassandra Diland Jance</i></u>	Date	<u><i>10/6/2005</i></u>



VILLA POOLS -
 CUSTOM POOL DESIGN
 BY GARY HOWE

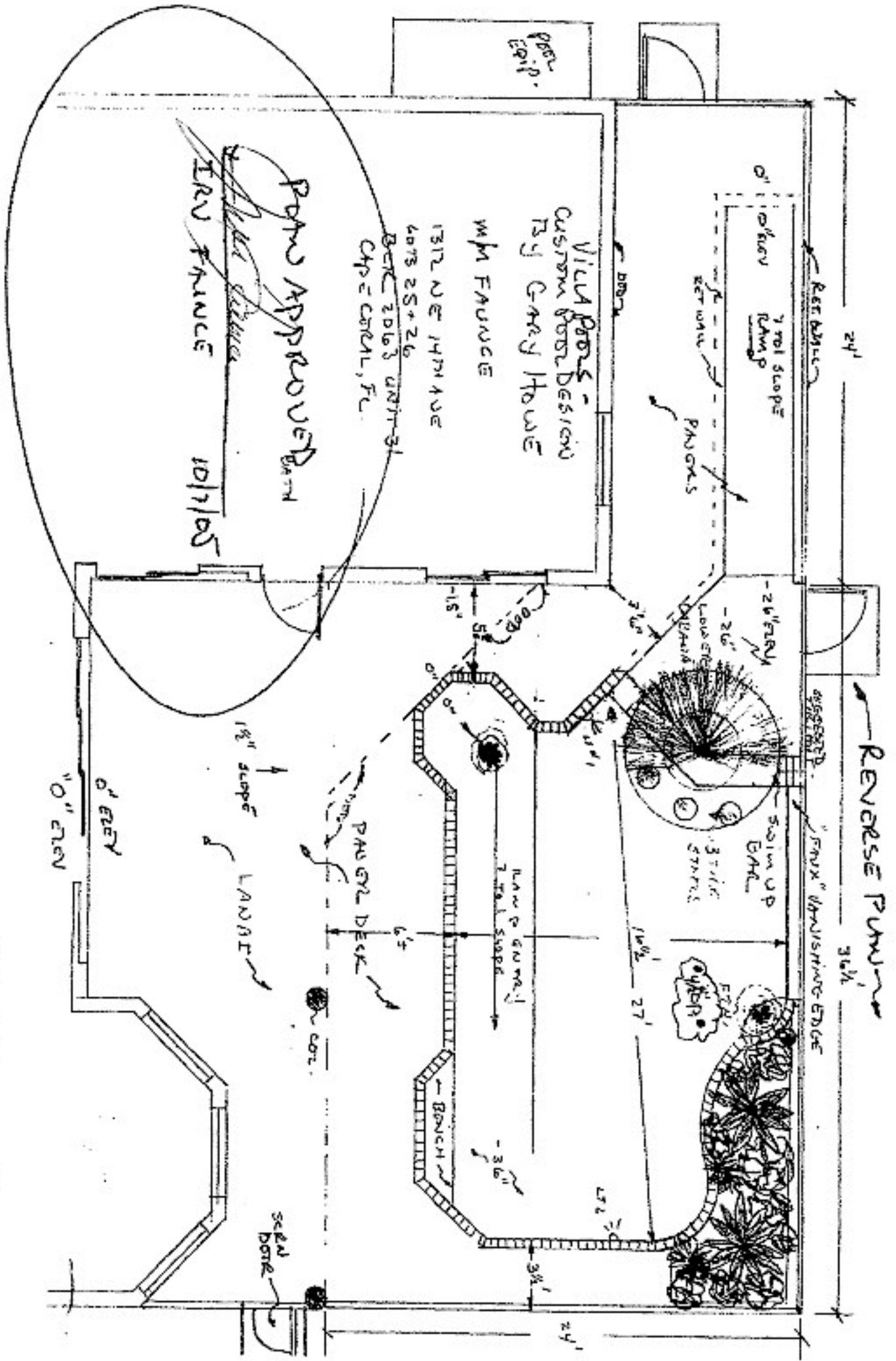
MM FENCE

1312 NE 14TH AVE
 LOT 25 + 26
 BLK 2063 UNIT 31.
 CAPE CORAL, FL.

PUMP APPROVED^{BATH}

IRV FENCE 10/7/05

POOL
 EQUIP.



Villa Pools
 Custom Pool Design
 By Gary Howe
 w/PA FENCE
 1312 NE 14TH AVE
 LAKE 25+26
 BEACH 2063 UNIT 31
 APT - CORAL, FL.

PER APPROVED
 TRU FENCE 10/1/05

TRU, PLEASE OK PAINT BY BACK
 TO MRS. GARY