

Pool Construction Agreement

Reference: **Proposal #1213** · Agreement dated _____, 2026 · (689) 600-0038 · info@rivieralifestyles.com

This Pool Construction Agreement (the "Agreement") is entered into between **Riviera Lifestyle LLC**, a Florida limited liability company, Florida Certified Pool/Spa Contractor, License No. CPC1461585 (the "Contractor"), and **Terra Nova Construction** (the "Owner"). Contractor and Owner agree to the construction of the swimming pool described below on the terms that follow. This Agreement incorporates and is governed by the scope, selections, and specifications set out in Proposal #1213 dated June 25, 2026; if any conflict exists, this Agreement controls.

AGREEMENT SUMMARY

CONTRACTOR

Riviera Lifestyle LLC

License No: CPC1461585 · Licensed & Insured

OWNER

Terra Nova Construction

Outside Orlando, FL

PROJECT SITE

Pool: 9'6" x 19'6" · ~181 SF · 57 LF

CONTRACT PRICE

\$45,000

+ applicable county sales/use tax · includes permits, costs & fees

1. SCOPE OF WORK

Contractor will furnish all labor, materials, equipment, engineering, and permitting to build a turnkey gunite swimming pool, approximately 9'6" x 19'6" (rectangular), ~181 sq. ft. water surface, 57 linear ft. perimeter, 4' uniform depth, including the base finishes and base equipment package:

- Site assessment, blueprint design with engineering calculations, layout, topographical excavation, grading & debris removal
- Pre-plumbing, rebar/steel, gunite supply & placement, then backfill
- Plumbing trenching, supply, install & backfill; copper deck bonding; electrical sub-panel; equipment & LED light install
- **Finishes (base):** coping 12"×12" standard color · waterline tile 6"×6" ceramic · plaster standard color
- **Equipment (base):** variable-speed pump · cartridge filter · Pentair multicolor LED light · main drain, skimmer & return lines

Anything not expressly listed above or in Proposal #1213 is excluded and, if added, is handled by signed change order (Section 5). Selected upgrades (e.g., salt system, heater, automation, decking, enclosure, features) are added by change order before permitting.

2. CONTRACT PRICE & PAYMENT SCHEDULE

The total contract price is **\$45,000**, plus applicable county sales/use tax. Payments are due by milestone as work progresses. The deposit is due upon signing and authorizes Contractor to begin engineering and permitting. This price reflects the pool size and specifications the Owner requested; no site visit was performed before pricing (see Section 5).

MILESTONE	%	AMOUNT
Deposit at signing — engineering & permitting	10%	\$4,500
Prior to LDS (layout, excavation, forming & steel)	20%	\$9,000
Prior to gunite	20%	\$9,000
Prior to plumbing & backfill	10%	\$4,500
Prior to plaster, tile & coping	20%	\$9,000
Prior to equipment installation & site finish	20%	\$9,000
Total	100%	\$45,000 + tax

Each milestone payment is due before the corresponding phase begins. Payments are non-refundable to the extent of work performed, materials ordered, and permit/engineering costs incurred. Past-due balances pause work and accrue 1.5% per month until paid.

REMIT PAYMENT TO

Bank transfer / ACH — Truist Bank

Account name: Riviera Lifestyle LLC

Account #: 245506430 · Routing #: 263191387

Zelle — info@rivieralifestyles.com (Riviera Lifestyle LLC)

Please reference your name and "Proposal #1213" with your payment.

3. PERMITTING & SCHEDULE

Upon receipt of the signed Agreement and the deposit, Contractor will commence engineering and apply for all required permits as the permit applicant. Construction begins after permit approval and Owner-confirmed selections, and is estimated to take approximately **2 months**, subject to inspections, weather, material availability, and county processing times. Owner will provide site access, accurate property/survey information, and any HOA approvals needed.

4. FINISHES & SELECTIONS

Base finish colors are included as listed in Proposal #1213. Owner will confirm plaster, waterline tile, and coping selections before permitting. Premium finishes (e.g., pebble/quartz plaster, glass/mosaic tile, travertine coping) and any upgrades are added by signed change order at the prices quoted in the proposal or quoted to scope.

5. BASIS OF PRICING, CHANGES & CONDITIONS

Basis of pricing — customer-stated size, no site visit. This price is based solely on the pool size and specifications requested by the Owner. No site visit, survey, or field measurement was performed prior to pricing. Pricing and scope are therefore preliminary and subject to verification during a site visit, engineering, and permitting. If actual site conditions or dimensions — including access, soil, rock, water table, utilities, grade, setbacks, or applicable code requirements — differ from the customer-provided assumptions, the price and schedule will be adjusted by written change order.

Any change to the scope, materials, or site conditions (including rock, high water table, utilities, or access limitations discovered during work) will be documented in a written change order signed by both parties before that work proceeds, and may adjust the price and schedule. Material substitutions of equal or better quality may be made when an item is unavailable.

6. WARRANTY

Contractor warrants: **plaster — 1 year; gunite shell — 1 year; equipment — 6 months** (manufacturer warranties pass through to Owner where longer). Warranty excludes damage from misuse, neglect, improper water chemistry/maintenance, alterations by others, or acts of nature. This is the entire warranty; all other warranties, express or implied, are disclaimed to the extent allowed by law.

7. FLORIDA POOL SAFETY — CH. 515, F.S.

This project satisfies the Florida Residential Swimming Pool, Spa & Hot Tub Safety Act. At least one approved safety feature under §515.27 will be included, confirmed at permit, and verified at final inspection, and VGB anti-entrapment drain covers are provided on all new pools. Owner acknowledges receipt of the Ch. 515 drowning-prevention disclosure document (§515.33). Owner is responsible for maintaining required safety barriers/features after completion.

8. INSURANCE & LICENSING

Contractor is a licensed and insured Florida contractor and will maintain general liability and workers' compensation coverage (or exemption) for its work; certificates available on request. Contractor is responsible for its own subcontractors and suppliers.

9. DEFAULT & TERMINATION

If Owner fails to make a payment when due, Contractor may suspend work until paid. If Owner cancels after permitting begins, Owner pays for all work performed, materials ordered, and engineering/permit costs incurred to date. Either party may terminate for the other's uncured material breach after 10 days' written notice.

10. GENERAL

This Agreement, together with Proposal #1213, is the entire agreement between the parties and replaces any prior discussions. It is governed by Florida law, with venue in the county where the project is located. If any provision is unenforceable, the rest remains in effect. Amendments must be in writing and signed by both parties.

REQUIRED FLORIDA DISCLOSURES

FLORIDA CONSTRUCTION LIEN LAW — §713.015, F.S.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND — §489.1425, F.S.

PAYMENT 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: DBPR / CILB, 2601 BLAIR STONE ROAD, TALLAHASSEE, FL 32399-1039 · (850) 487-1395.

Owner

Terra Nova Construction

Signature

Print name & title

Date

Contractor

Riviera Lifestyle LLC

Signature

Print name & title

Date