



## Oklahoma Ponds, LLC WATER FEATURE CONTRACT

Project Name & Location:

Name: Riverside Gold Course

Address: 10329 N 2265 Rd

-City, State, Zip: Clinton, OK

Phone Number(s):-- \_\_\_\_\_

Email Address: \_\_\_\_\_  
\_\_\_\_\_

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- Oklahoma Ponds, LLC will furnish all labor and materials for the completion of the proposed project **with the exception of electric installation, which will be provided by the Client.**

Client initials: \_\_\_\_\_ Date: \_\_\_\_\_

- Oklahoma Ponds, LLC will contact local utilities to mark underground utility lines. **Client is responsible for marking any non-utility underground or lines that are not able to be located by CallOKIE 811. Items such as irrigation systems, dog fences, private electrical or gas supply lines, etc. Please mark such items with either spray paint or flags. Any marked or unmarked damages made to private lines will be the responsibility of the client. Simple irrigation repairs may be attempted by Oklahoma Ponds, LLC at a rate of \$75/hour but no warranty is implied.**

Client initials: \_\_\_\_\_ Date: \_\_\_\_\_

- **Unexpected costs related to an existing, concealed condition that may be revealed during construction, are not included in the contract amount below.** Upon discovery of unforeseen conditions, Oklahoma Ponds, LLC shall halt work until a resolution can be reached between Oklahoma Ponds, LLC and the Client. Any additional charges related to unforeseen conditions will be in the form of a written Change Order, mutually agreed upon and signed by both parties.

Client initials: \_\_\_\_\_ Date: \_\_\_\_\_

- Oklahoma Ponds, LLC is not responsible for permits required by local ordinances or Home Owners Associations. Additional charges may apply for drawings provided by Oklahoma Ponds, LLC for such purposes.
- Clients desiring to increase or decrease the scope of the water feature described above, must notify Oklahoma Ponds, LLC without delay. Any increase or decrease in the contract amount below, due to a change in the scope of work at the request of the Client, will be in the form of a written Change Order, mutually agreed upon and signed by both parties. This pond is designed and intended for hobbying purposes, it is not recommended for swimming, wading or other animals other than fish.

**SCOPE OF WORK:**

**Complete installation of:  
18' x 12' Pondless waterfall**

**Includes:**

**20 tons of mossy boulders (up to 2500lbs), EPDM liner and underlayment, x2 8000 GPH waterfall pumps, x2 Pump vaults, 800 gallon basin (49 small aquablox), 3" flex pvc, x2 6000 bio filters, 12 juniper plants, mulch perimeter, all additional/needed equipment, labor, lodging and materials.**

**Total: \$77,689  
Deposit: \$25,896.33  
Due at Completion: \$51,792.67  
Estimated Start Date: 3-25-24  
Estimated End Date: 4-11-24**

***Does not include irrigation installation or configuration*** \_\_\_\_\_

Payment shall be made to Oklahoma Ponds, LLC, 1120 S Broadway, Edmond, OK 73034. Final payment is due at completion. If the remaining balance is not paid when due, interest will be added to and payable on all overdue amounts at 24 percent per year, or the maximum percentage allowed under applicable laws, whichever is more. Client shall pay all costs of collection. Credit report may be required.

**Notice of Right to Cancel:** You have the right to cancel this contract. You may do so by sending a cancellation notice in writing or by e-mail within 3 days of signing the contract to the address listed above. If you have agreed, verbally or in writing, that work will commence before the 3-day cancellation period expires, then subsequently cancel in accordance with your rights, you are advised that reasonable payment will be due for work carried out. Contract commences only once deposit is paid and contract is signed.

Oklahoma Ponds, LLC retains the right to use images and videos from the project for advertising and promotional purposes. Oklahoma Ponds, LLC will not disclose the Client's name or the exact location of the project, but may reference the town in which the project is located.

Oklahoma Ponds, LLC reserves the right to hire subcontractors to meet the terms of this agreement.

If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Not Included in our scope:** Unless specifically mentioned in original scope of work, surrounding landscaping is not included. This refers to any and all plants, boulders, grading not specific to the pond, drainage, irrigation, lighting, mulch etc.. Unless specifically mentioned in the original scope of work, Oklahoma Ponds, LLC will leave all dirt from the excavation onsite or removed for additional charges.

**Initial:** \_\_\_\_\_

**Warranty:** Oklahoma Ponds, LLC warranties all workmanship and leaks for 2 years. Warranty does not include and is not limited to the following: damages or failures due to pets or pests, over grown plants, extreme weather including flooding, wind, tornadoes, extreme freezing, irrigation failures, and any alterations or services performed whatsoever that are not made by Oklahoma Ponds, LLC. It is the clients responsibility to keep the area around the pond properly mulched and irrigated so plants and ground cover can reduce runoff and erosion. Oklahoma Ponds, LLC honors all manufacture warranties for the first 12 months, this means that shall a component (pump, lights, auto dosing system, etc) fail, we will replace with parts and labor at no charge to the client. The manufacture warranty does not cover neglect, abuse or damages caused outside of the intended use. After the first 12 months of installation, and if the component is still covered by the manufacture's warranty, a service charge may be billed to the client for replacement of covered components.

**Payment:** All payments over \$1000 to be paid by check on the day project is completed. A credit card processing fee of 3% will be charged on all payments over \$1000.

\_\_\_\_\_  
Oklahoma Ponds, LLC Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date