



April 28, 2017

Ms. Patricia Thibault  
**Lakeshore Ranch CDD**  
c/o DPGF  
1060 Maitland Center Commons, Suite #340  
Maitland, Florida 32751

**VIA EMAIL: [patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com)**

Dear Patricia:

As requested, please find enclosed a *Midge Fly Assessment Agreement* for **Lakeshore Ranch CDD**.

Please sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Lakeshore Ranch CDD!**

Sincerely,

A handwritten signature in black ink that reads 'Jimmy Taylor'.

Jimmy E. Taylor  
Wesley Chapel Sales Manager  
JET/lms

cc: Doug Agnew, Senior Consultant

**Aquatic Systems, Inc.**  
 Lake & Wetland Management Services  
*Everything a Lake Should Be*  
 2100 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33069  
 Telephone: 1-800-432-4302  
 www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Patricia Thibault  
**Lakeshore Ranch CDD**  
 c/o DPFG  
 1060 Maitland Center Commons, Suite #340  
 Maitland, Florida 32751  
 (321) 263-0132, Ext. 205  
 patricia.comings-thibault@dpfg.com

**Midge Fly Assessment Agreement**  
 #00053791

**Start Date:** \_\_\_\_\_.

**Date of proposal:** April 28, 2017 JET-AO

*We are pleased to quote special pricing as follows:*

**Area(s):** Sites #27 through #38 (9.64 Acres)

**Equipment:** Eckman Dredge, Boat, Four Wheel Truck, Sample Bag Kit and Cooler

**Quantity**

**12**

**Special Field Services:**

**Midge Fly Survey Report:** Includes larvae counts to identify problem population locations.

**Total Balance Due Upon Receipt    \$3,435.00**

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***Terms & Conditions of Midge Fly Assessment Agreement***

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1. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.
2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
3. It is the CUSTOMER'S responsibility to inform ASI of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide ASI with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. ASI assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.
4. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should **Aquatic System's, Inc.** be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, **Aquatic Systems, Inc.** shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall

have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying **Aquatic Systems, Inc.** in writing.

5. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. **Aquatic Systems, Inc.**, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. **Aquatic Systems, Inc.**, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, **Aquatic Systems, Inc.**, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
8. *Carp Containment Barrier(s)*: **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.
9. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Aquatic Systems, Inc.** and the CUSTOMER.
10. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its monthly invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full.
11. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal. This Agreement and its Terms and Conditions are entered into in Broward County Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

<p><b>Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.</b></p> <p><b>The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.</b></p>			
Property Owner(s):			
Owner Address:			
Owner Phone #:			
<b>Aquatic Systems, Inc.</b>	<b>Date</b>	<b>Authorized Customer's Signature</b>	<b>Title</b>
		<b>Print Name</b>	<b>Date</b>
<b>Print Company Name</b>			

# Lakeshore Ranch CDD Midge Fly Survey

1-800-432-4302  
052991

Land O' Lakes, FL

