

Aquatic Systems, Inc.

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302 Fax: 954-977-7877

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 DPGF
 1060 Maitland Center Commons, Suite #340
 Maitland, Florida 32751
 (321) 263-0132, Ext. 205
 patricia.comings-thibault@dpfg.com

Special Services Agreement
 #00053791

Start Date: _____.

Date of proposal: February 3, 2017 JET-AO-91J

We are pleased to quote special pricing as follows:

Services to be performed: Carolina Willow on Littoral Shelf to be cut at the Stump and removed off site. Remaining Stumps will be treated immediately after being cut.

Area(s): Site #41, Littoral Shelf (0.13 Acres)

Plants to be sprayed, cut down and removed:

Carolina Willow

Equipment:

Four Wheel Drive Truck
 Trailer
 Power Cutting Equipment
 Manual Tools, Rakes, Shovels, etc.
 Herbicide
 Chainsaw

Disposal:

A.S.I. to remove material from site.

Total Balance Due Upon Receipt \$3,700.00

Terms & Conditions of Special Services Agreement

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>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.</p> <p>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.</p>			
Property Owner(s):			
Owner Address:			
Owner Phone #:			
Aquatic Systems, Inc.	Date	Authorized Customer's Signature	Title
		Print Name	Date
Print Company Name			

Lakeshore Ranch CDD

Physical Removal Site #41

1-800-432-4302
052991

Removal areas are
highlighted in
green.

