



December 14, 2017

Mr. Kurt Klotz  
**Grove Lake Manor**  
12926 137<sup>th</sup> Lane North  
Largo, Florida 33774

**VIA EMAIL: [kklotz@yahoo.com](mailto:kklotz@yahoo.com)**

Dear Kurt:

As requested, please find enclosed a *Special Services Alum Agreement* for **Grove Lake Manor**.

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 **Grove Lake Manor**!

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas Agnew'.

Douglas Agnew  
Senior Consultant  
DA/lms

cc: Chris Cipollina, Account Representative / Biologist

**cc: [Andy Rufo at andy.rufo@gmail.com](mailto:andy.rufo@gmail.com)**

Enclosures

**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

Mr. Kurt Klotz  
**Grove Lake Manor**  
12926 137<sup>th</sup> Lane North  
Largo, Florida 33774  
(727) 595-0345  
kklotz@yahoo.com

**Special Services Agreement - Alum**  
#00270520

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

**Date of proposal:** December 14, 2017 DA-AO

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

**Services to be performed:** One (1) treatment at 60ppm

**Sites(s):** Lake #1 (2.12 Acres: 1,200 Perimeter)

**Equipment:** Spray Boat

**Total Balance Due Upon Receipt                      \$970.00**

***Clarity:** Typically flocculent will form and settle within 48 hours, but high winds may generate water currents that keep the flocculent suspended for several weeks.*

*To maintain long-term clarity, all flow of suspended solids into the lake must be stopped. Aquatic Systems cannot be responsible for increased turbidity as a result of runoff or flow into the lake after our clarification treatment.*

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***Terms & Conditions of Special Services 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 defend, indemnify and hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
3. 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.
4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
5. ASI, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, ASI, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

6. Collection terms are net 30 days from invoice date. In consideration of **ASI'S** providing services and/or products, the **CUSTOMER** agrees to pay its 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. The **CUSTOMER** shall pay all costs of collection, including liens and reasonable attorney's fees. **ASI** may cancel this Agreement, if **CUSTOMER** is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*
7. 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**.
8. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. **ASI** shall in no event be liable to **CUSTOMER**, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
9. 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.
10. *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.
11. 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 **ASI** and the **CUSTOMER**.
12. 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.
13. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

<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>			
<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>			
Property Owner(s):			
Owner Address:			
Owner Phone #:			
<b>Aquatic Systems, Inc. Signature</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>	