

Aquatic Systems, Inc.
 Lake & Wetland Management Services
Everything a Lake Should Be
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 www.aquaticsystems.com

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 ACCT: 0372-7
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This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Holly Bucciarelli
 Mission Estates
 2269 Sonoma Drive East
 Nokomis, Florida 34275
 (941) 412-1764

Aquatic Services and Wetland Agreement

One-Year Agreement - Automatic Renewal

Month Service is to Commence: _____

Date of Revision: October 19, 2015 JW-R-7 Update pricing and services

hereinafter called "Customer". The parties hereto agree as follows:

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

WATERWAYS: Seven waterways (6,243 total linear foot perimeter) located at **Mission Estates** in Nokomis, Florida.

2. Minimum of **TWELVE** (12) inspections with treatment as required (approximately once every 30 days).
3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Control <i>In Open Water Areas Only</i>	Included	
Shoreline Grass Control to the Water's Edge <i>In Non-Mitigated Areas Only</i>	Included	
Littoral Shelf Maintenance: (0.70 Acres) <i>Spot spraying as required by ASI to maintain compliance with governing agencies for the control of all nuisance & exotic species.</i> <i>Note: Future plantings will be maintained at an additional cost.</i>	Included	Site(s): #1 and #3
Lake Dye	As Required by ASI*	
Water Chemistry Testing	As Required by ASI*	
Management Reporting	Included	
Total Program Investment	\$ 360.00	Monthly

**Services performed at ASI's sole discretion for the success of the Waterway Management Program*

WETLAND: Three wetlands, sites #9, #10 and #11 (6.31 Acres) located at **Mission Estates** in Nokomis, Florida.

4. Ongoing **QUARTERLY** Maintenance Program: (approximately once every 90 days):

Annual Maintenance Program:	Included	
Spot Spraying as required to Category I Nuisance & Exotic Species. No Disposal/No Removal. <i>control</i>		
<i>Additional treatments to be billed at time & materials.</i>		
Total Program Investment	\$ 745.00	Quarterly

Terms & Conditions of Aquatic Services and Wetland Agreement

The above price is effective for 30 days from the date of this proposal.

1. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.
2. 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.

3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER. The contract price has been equally spread over a 12-month payment period and does not reflect the actual fluctuating seasonal costs of services.
4. 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.
5. 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 fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations.
6. 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.
7. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating with particularity, the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by ASI.
8. 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.
9. 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.*
10. If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract can not be agreed upon ASI reserves the right to cancel this Agreement.
11. **Automatic Extension.** Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by ASI, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but thereafter, ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. ASI shall then have the option of terminating this Agreement without penalty to you.
12. 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.
13. Under "shoreline grass control program," ASI will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired.
14. 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.

15. *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.
16. Standard Water Testing, as required by ASI, is included. Water quality testing requested by the CUSTOMER will be invoiced at an additional charge.
17. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
18. 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.
19. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.
20. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th 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.

Customer or Authorized Agent Signature

10/23/15

Date

DAVID ROSEN

Print Name and Title of Signer

MISSION ESTATES HDA INC.

Print Company Name of Signer

Aquatic Systems, Inc. Signature

10/30/15

Date