



# AQUATIC WEED CONTROL, INC.

4) **CUSTOMER** agrees to pay **AWC** in the following amount and manner:

|                                                           |                |
|-----------------------------------------------------------|----------------|
| Initial start-up charge.                                  | \$ N/C         |
| Shoreline grass and cattail program.                      | \$ 155.00      |
| Submersed and floating vegetation control program.        | \$ Included    |
| The periodic water testing as required by <b>AWC</b> .    | \$ Included    |
| Additional treatments requested beyond our normal visits. | \$ 155.00 each |
| A written report of all treatment steps taken.            | \$ Included    |

**Total quarterly investment:** \$ 155.00

Payments for this service will be made in four equal and consecutive monthly installments, each due by the first day of the month. Each month of service **AWC** will furnish **CUSTOMER** with an invoice and detailed monthly report of all treatment steps taken the previous month.

**AWC** carries 4 million dollars of general liability insurance, 1 million dollars pollution liability insurance, 1 million dollars professional liability insurance, \$300,000 watercraft liability insurance, 2 million dollars of commercial auto insurance, and 1 million dollars of workmen's compensation insurance. Certificates will be provided upon request.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.

Upon acceptance, please sign and return your agreement and addendum to **AWC**. We will acknowledge receipt by mailing a signed agreement to you for your records.

\*Upon the anniversary date, this agreement shall automatically be extended for additional 12 month periods unless **CUSTOMER** gives **AWC** 60 days written notice stating otherwise.

## ACCEPTANCE OF AGREEMENT

\_\_\_\_\_  
Aquatic Weed Control, Inc.

First 1/4 HERBACY  
taken care of in  
MARCH 99.

\_\_\_\_\_  
Customer's Signature Title

\_\_\_\_\_  
Print Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Company Name

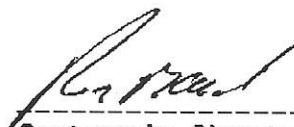


# AQUATIC WEED CONTROL, INC.

## Addendum To Water Management Agreement

1. **AWC's** "Water Management Agreement" will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. **CUSTOMER** understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is the **CUSTOMER's** responsibility to notify **AWC** of all work areas that are required mitigation sites in which desired plants have been installed. **AWC** assumes no responsibility for damaged plants where **CUSTOMER** has failed to notify **AWC**.
3. **AWC** will commence treatment within fifteen (15) days (weather permitting) from the date of receipt of this signed agreement.
4. Water use restrictions after treatments are not often required. When restrictions are required, **AWC** will notify **CUSTOMER** in writing of all restrictions that apply. **AWC** will not be held liable for damages resulting from **CUSTOMER'S** failure to follow restrictions.
5. **AWC** will not be responsible for the manual removal of dead vegetation such as cattails and grasses which may take several seasons to decompose. However, **AWC** can provide this service for an additional charge.
6. 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 **AWC** be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, **AWC** 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 notifying **AWC** in writing.
7. **AWC** at its expense, shall maintain general liability insurance, commercial auto insurance and worker's compensation.
8. Either party may cancel this agreement with 60 days prior written notice.
9. **AWC** agrees to hold **CUSTOMER** harmless from any loss, damage or claims arising out of the sole negligence of **AWC**; however, **AWC** shall in no event be liable to **CUSTOMER**, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. **CUSTOMER** agrees to pay any government tax including sales tax.

\_\_\_\_\_  
Aquatic Weed Control, Inc.

  
Customer's Signature

28 MAY 99  
Date