



American Ecosystems, Inc.

AQUATIC MANAGEMENT SYSTEMS

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Serving Florida Statewide



AQUATIC MANAGEMENT AGREEMENT

This Agreement, made this _____ day of _____, 20____, is between AMERICAN ECOSYSTEMS, INC., a Florida Corporation, hereafter called "Contractor" and

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

hereinafter called "Customer"

The parties hereto agree as follows:

1. Contractor agrees to manage certain lakes and/or waterways for a period of Twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Thirty-five (35) ponds under the control and supervision of Ballantrae CDD, Land O' Lakes, Florida.

Treatment program includes a minimum of twenty-four (24) treatments as needed for the control of nuisance aquatic vegetation.

2. CUSTOMER agrees to pay CONTRACTOR its agents or assigns, the following sum for specified aquatic management services:

- a. Shoreline Grass and Brush Control Program \$ 1900.00 Monthly
- b. Underwater and Floating Vegetation Control Program \$ Included
- c. Additional treatments if needed \$ Included
- d. Call back service at no extra charge \$ Included
- e. Two million dollars liability insurance \$ Included
- f. All services performed by a licensed biologist \$ Included
- g. Treatment report issued after each visit \$ Included

TOTAL OF SERVICES TO BE PERFORMED \$ 1900.00 Monthly

\$ 1900.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance of services being performed in 11 monthly installments of \$ 1900.00 plus any sales or use tax including without limitation, fees or charges that are imposed by any governmental authority relating to the service provided under this Agreement.

3. CONTRACTOR agrees to use products which have demonstrated a wide margin of safety to fish and wildlife and which are generally used in the State of Florida.

4. CONTRACTOR agrees to commence treatment within 20 days, weather permitting from the date of receipt of this Agreement and/or required government permits.

5. The offer contained herein shall terminate automatically unless executed and returned by CUSTOMER to CONTRACTOR on or before June 20, 2008

6. The terms and conditions appearing on the reverse side shall be made part hereof and are incorporated herein by reference.

CONTRACTOR:
 Signature: [Signature]
 Printed Name: Kevin R. Youngberg, President
 Dated: June 3, 2008

CUSTOMER:
 Signature: [Signature]
 Printed Name: Wils J. Hallberg
 Dated: 7/03/08

TERMS AND CONDITIONS

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when appropriate:
 - a. Periodic treatments to maintain reasonable control of nuisance floating, emersed and submersed aquatic vegetation and algae. Examples of undesirable vegetation may include, but are not limited to: hydrilla, bladderwort, water hyacinth, algae, naiad, water lettuce and duckweed. (CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.)
 - b. When deemed necessary by CONTRACTOR and approved by CUSTOMER, the planting and/or preservation of certain varieties of plants, which, for various reasons, help maintain ecological balance.
 - c. Where appropriate, treatment of only one-half or less of the entire body of water at anyone time to ensure safety to fish and other aquatic life. However, CONTRACTOR shall not be liable for loss of any exotic or non-native fish.
 - d. Measurement of dissolved oxygen levels prior to treatment to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of aquatic management program.
2. Under the Shoreline Grass and Brush Control Program, CONTRACTOR will treat border vegetation to the water's edge including, but not limited to cattails, torpedo grass and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform CONTRACTOR in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). CONTRACTOR assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control will not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify CONTRACTOR in writing of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. The effective date of this Agreement is the first day of the month in which services were first provided. Termination by CUSTOMER or CONTRACTOR shall be by thirty (30) day written notice received at least thirty (30) days prior to effective date of termination, which shall always be the last day of the month. However, past due balances can result in immediate termination by CONTRACTOR.
5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. CONTRACTOR will notify CUSTOMER of such restrictions verbally and/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provisions of this Agreement, CONTRACTOR does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. CONTRACTOR agrees to provide assistance in obtaining any and all aquatic weed control permits necessary in performing all work under this Agreement. Furthermore, CONTRACTOR agrees to comply with all rules and regulations of any governmental, administrative or regulatory body under whose jurisdiction the work under this Agreement falls, and agrees to indemnify CUSTOMER for any violation of any rule or regulation of any of the said governmental, administrative or regulatory bodies.
7. CONTRACTOR shall maintain the following insurance coverage and limits: (a) Workmen's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability including Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. CUSTOMERS requesting special or additional insurance coverage and/or language shall pay the resulting additional premium to CONTRACTOR to provide such coverage.
8. CUSTOMER warrants that he is authorized to execute the Aquatic Management Agreement on behalf of the riparian owner and to hold CONTRACTOR harmless for consequences of such service not arising out of the sole negligence of CONTRACTOR.
9. The monthly amount will remain the same for the entire term of the original Agreement. The annual investment amount has been spread over a twelve (12) month period; individual monthly billings do not reflect the fluctuating seasonal costs of service.
10. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (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.
11. CONTRACTOR agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of CONTRACTOR. However, CONTRACTOR shall in no event be liable to CUSTOMER or others, for indirect, special or consequential damages resulting from any cause whatsoever.
12. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be **AUTOMATICALLY RENEWED** for a period equal to its original term unless terminated by either party. Termination shall be by written notice received by CONTRACTOR at least thirty (30) days prior to the effective date of the termination.
13. If required, CONTRACTOR may adjust the monthly investment amount after the original term. CONTRACTOR will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is not able to agree with the adjustment, then CONTRACTOR shall have the option of terminating the Agreement at no penalty to CUSTOMER.
14. CONTRACTOR reserves the right to impose a service charge of one and one-half percent (1 1/2%) per month on past due balances and/or cancel the Agreement. If cancellation does occur, there may be a start-up charge of fifty percent (50%) of normal monthly investment for each month that service is suspended.
15. Should it become necessary for CONTRACTOR to bring action for the enforcement of the Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fees (including those on appeal) and court costs, and all other expenses incurred by CONTRACTOR resulting from such collection action.
16. This Agreement is not assignable by CUSTOMER, except upon prior written consent by CONTRACTOR.
17. 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 CONTRACTOR and CUSTOMER.
18. All notices required hereunder shall be sent certified mail, return receipt requested to the address of CUSTOMER and CONTRACTOR as set forth on page one of the Agreement. Either party may change the address to which notices are sent by written notice sent to the address set forth on page 1 in the manner provided therein.
19. This Agreement shall be governed by the laws of the State of Florida.