

TF:: (800) 408-8882 T:: (863) 533-8882 F:: (863) 534-3322

September 6, 2024

City of Dundee PO Box 1000 Dundee, FL 33838

RE: Aquatic Plant Management Agreement

The present term for aquatic plant maintenance for the site(s) associated with your property is due for automatic renewal in October 2024. It is the desire of AAM, Inc., to continue the maintenance program. Per term and condition 14 on the back of your agreement, even if we do not receive a signed copy back your contract will automatically renew.

AAM has decided to waive the 3% increase for this coming year. We also would like to thank you for your loyalty with AAM, Inc.

Please review the proposal. If there are any questions, concerns or need for clarification, do not hesitate to call. If all meets with your approval, sign and return the **FILE COPY** of the agreement to our office.

We look forward to being of continued service. If you have any questions, please contact our office.

Sincerely

Teller R. Smith

Enclosure

	8	
		*





P.O. Box 1469 Eagle Lake, FL 33839 1-800-408-8882

### AQUATIC PLANT MANAGEMENT AGREEMENT

		,			
Submitted	to:		Date: Septemb	er 6, 2024	
Name Address City Phone	City of Dundee PO Box 1000 Dundee, FL 33838 863-287-9069				
This Agree hereafter of The parties  A. AAM	ement is between Applied Aquatic Ma alled "Customer". In the shere to agree as follows agrees to provide aquatic managem cordance with the terms and condition	nent services for a per	riod of 12 n	y of Dundee	
	Marie lee, FL 33838				
speci 1. St 2. Er 3. Fl 4. Fi 5. Sl	AAM management program will incluified sum: Libmersed vegetation control mersed vegetation control oating vegetation control lamentous algae control horeline grass & brush control	NA Included Included NA Included		etation for the	
as ne	ce shall consist of quarterly inspection eeded to maintain control of noxious comer agrees to pay AAM the following comer agrees to pay comer agrees to pay comer agrees to pay comer agrees to pay comer agrees comer come	growth throughout the	e term of our service.		
Start-	The terms of this agreement  Agreement will automatically  -up Charge tenance Fee  NA  \$685	shall be: 10/01/2024 y renew as per Term A Due at the	thru 09/30/2025	as billed	x 4.
Total	Annual Cost \$2,74  All callbacks 21 days after service as are due and payable within 30 days. Over	0.00 will be charged ext	ra based on time and ma	terial.	A
	agrees to commence treatment with ceipt of the proper permits.	nin <mark>NA</mark> days, wea	ather permitting, from the c	late of executi	on
	omer acknowledges that he has read se side which are incorporated in the		he additional terms and co	enditions printe	d on the
Subn	nitted: Telly R. Smith Dat	te: 9/6/2024	Accepted		Date:
AAM	/ My er		Customer	····	

#### **Terms and Conditions**

- 1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
- 2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/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 the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
- 3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
- 4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
- 5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
- 6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
- 7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
- 8. 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 orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
- AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
- 11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
- 12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
- 13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
- 14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniersary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.







Renewal

P.O. Box 1469 Eagle Lake, FL 33839 1-800-408-8882

# AQUATIC PLANT MANAGEMENT AGREEMENT

Submitte	ed to:			Date:	Septemb	oer 6, 2024	
Name	City of Dundee						
Address							
	Dundee, FL 33838						
City Phone	863-287-9069						
Phone	803-207-9009						
	eement is between Applied Aquati r called "Customer".	c Manageme	nt, Inc. hereafte	er called "AAI	M" and Cit	y of Dundee	
The part	ies hereto agree as follows						
A. AA	M agrees to provide aquatic mana accordance with the terms and cor	•	•			nonths	
l a	ko Mannio						
	ke Menzie						
Du	ndee, FL 33838						
	e AAM management program will i ecified sum:	include the c	ontrol of the foll	owing catego	ories of veg	etation for the	
1.	Submersed vegetation control		NA				
2.	Emersed vegetation control	In	cluded				
	Floating vegetation control	In	cluded				
	Filamentous algae control		NA				
	Shoreline grass & brush control	In	cluded				
Se	rvice shall consist of quarterly insp	ections and/	or treatments				
	needed to maintain control of noxi			erm of our se	rvice.		
C. Cu	stomer agrees to pay AAM the foll	owing amour	nts during the te	erm of this Ag	reement:		
	The terms of this agreen	nent shall be:	10/01/2024 thi	u 09/30/202	5		
	Agreement will automati						
Sta	art-up Charge	NA	Due at the s				
		485.00	 Due	qu	arterly	as billed	x 4.
To	tal Annual Cost	1,940.00					
	**All callbacks 21 days after ser		charged extra	based on tir	me and ma	iterial.	
Invo	pices are due and payable within 30 days.	Overdue accou	nts may accrue a s	ervice charge o	f 1 1/2% per	month	
D. AA	M agrees to commence treatment	within NA	days, weath	er permitting	, from the o	date of executi	on
or	receipt of the proper permits.						
E. Cu	stomer acknowledges that he has	read and is f	amiliar with the	additional te	rms and co	onditions printe	ed on the
rev	verse side which are incorporated i	n this agreen	nent.				
Su	bmitted: Telly R. Smith	Date: 9/6/	2024	Accepted			Date:
	111/			•			
_	/llet)						
AA	M	•		Custome	r		

#### **Terms and Conditions**

- 1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
- 2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/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 the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
- 3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
- 4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
- 5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
- 6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
- 7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
- 8. 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 orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
- AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
- 11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
- 12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
- This Agreement may not be assigned by Customer without the prior written consent of AAM.
- 14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minmum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

#### Renewal





P.O. Box 1469 Eagle Lake, FL 33839 1-800-408-8882

## AQUATIC PLANT MANAGEMENT AGREEMENT

Subn	nitted to:	ď		Date:	September 6, 2024	
Name	e City of Dundee					
Addr	-					
City	Dundee, FL 33838					
Phon						
1 11011	000-207-0000					
herea	Agreement is between Applied A after called "Customer". parties hereto agree as follows	quatic Mana	gement, Inc. he	reafter called "AAf	M" and City of Dundee	
111Θ μ <b>Α.</b>	AAM agrees to provide aquatic i	managamani	convices for a	poriod of	12 months	
Α.	in accordance with the terms an	-				
	in accordance with the terms an	a conditions	or triis Agreeme	sint in the following	Siles.	
	Lake Ruth					
	Dundee, FL 33838					
	Danass, 12 55555					
B.	The AAM management program specified sum:	n will include	the control of th	ne following catego	ries of vegetation for the	9
	1. Submersed vegetation control	ol	NA			
	2. Emersed vegetation control		Included			
	3. Floating vegetation control		Included			
	4. Filamentous algae control		NA			
	5. Shoreline grass & brush conf	trol	Included			
	Sonios shall consist of quarterly	, increations	and/or treatmo	nto		
	Service shall consist of quarterly as needed to maintain control of				nico	
	as needed to maintain control of	Hoxious gro	wiii iiiiougnout	the term of our se	VICE.	
C.	Customer agrees to pay AAM th	e following a	mounts during	the term of this Ag	reement:	
	The terms of this ag	areement sha	all he: 10/01/20	24 thru 09/30/2025		
	Agreement will auto					
	Start-up Charge	NA		the start of work		
	Maintenance Fee	\$585.00	Due		arterly as billed	x 4.
	Total Annual Cost	\$2,340.00			artony do billou	Χ 1.
	**All callbacks 21 days after			extra based on tin	ne and material.	
	Invoices are due and payable within 30					
D.	AAM agrees to commence treat				from the date of execut	ion
	or receipt of the proper permits.			J,		
E.	Customer acknowledges that he	has read an	d is familiar wit	h the additional ter	ms and conditions print	ed on the
	reverse side which are incorpora				·	
	Cultimitted: Tells D. Coultie	- Data:	0/6/2024	Att		Detai
	Submitted: Telly R. Smith	Date:	9/6/2024	Accepted		Date:
	AAAA SA			Customas		
	AAM //			Customer		

#### **Terms and Conditions**

- 1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
- 2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/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 the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
- 3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
- 4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
- 5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
- 6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
- 7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
- 8. 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 orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
- 9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
- 11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
- 12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
- 13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
- 14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.