



Post Office Box 1469  
Eagle Lake, FL 33839-1469

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,

A handwritten signature in black ink, appearing to read 'Telly R. Smith', is written over a white background.

Telly R. Smith

Enclosure







Renewal

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



FILE COPY

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 6, 2024

Name City of Dundee  
Address PO Box 1000  
City Dundee, FL 33838  
Phone 863-287-9069

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and City of Dundee hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Lake Marie  
Dundee, FL 33838

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control NA
- 2. Emersed vegetation control Included
- 3. Floating vegetation control Included
- 4. Filamentous algae control NA
- 5. Shoreline grass & brush control Included

Service shall consist of quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2024 thru 09/30/2025  
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$685.00	Due	quarterly as billed x 4.
Total Annual Cost	\$2,740.00		

**\*\*All callbacks 21 days after service will be charged extra based on time and material.**

*Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month*

D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.

E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/6/2024

Accepted

Date:

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.



Renewal

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



FILE COPY

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 6, 2024

Name City of Dundee  
Address PO Box 1000  
City Dundee, FL 33838  
Phone 863-287-9069

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and City of Dundee hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Lake Menzie  
Dundee, FL 33838

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control NA
- 2. Emerged vegetation control Included
- 3. Floating vegetation control Included
- 4. Filamentous algae control NA
- 5. Shoreline grass & brush control Included

Service shall consist of quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2024 thru 09/30/2025  
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$485.00	Due quarterly as billed x 4.
Total Annual Cost	\$1,940.00	

**\*\*All callbacks 21 days after service will be charged extra based on time and material.**

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.

E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith Date: 9/6/2024

Accepted Date:

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.



Renewal

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



FILE COPY

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: **September 6, 2024**

Name **City of Dundee**  
Address **PO Box 1000**  
City **Dundee, FL 33838**  
Phone **863-287-9069**

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **City of Dundee** hereafter called "Customer".

*The parties hereto agree as follows*

A. AAM agrees to provide aquatic management services for a period of **12 months** in accordance with the terms and conditions of this Agreement in the following sites:

**Lake Ruth**  
**Dundee, FL 33838**

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control **NA**
- 2. Emersed vegetation control **Included**
- 3. Floating vegetation control **Included**
- 4. Filamentous algae control **NA**
- 5. Shoreline grass & brush control **Included**

**Service shall consist of quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.**

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

**The terms of this agreement shall be: 10/01/2024 thru 09/30/2025**  
**Agreement will automatically renew as per Term & Condition 14.**

Start-up Charge	<u>NA</u>	Due at the start of work	
Maintenance Fee	<u>\$585.00</u>	Due	<u>quarterly</u> as billed x 4.
Total Annual Cost	<u>\$2,340.00</u>		

**\*\*All callbacks 21 days after service will be charged extra based on time and material.**

*Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month*

D. AAM agrees to commence treatment within **NA** days, weather permitting, from the date of execution or receipt of the proper permits.

E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: **Telly R. Smith** Date: **9/6/2024**

Accepted \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
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.