



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

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: **March 22, 2024**

Name **Town of Dundee**  
Address **PO Box 1000**  
City **Dundee, FL 33838**  
Phone **863-514-6636**

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

*The parties hereto agree as follows*

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

**Lake Marie**

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

- 1. **Mechanical removal of aquatic vegetation.** **Included**
- 2. **On Site disposal.** **Included**

**Service Shall Consist of One (1) Time Mechanical Removal.**

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

Total Cost           **\$250.00 per hour**           Due           **upon invoicing\***           as billed **x 1.**  
**(Four Hour Minimum)**

*\*Overdue accounts may accrue a service charge of 1 1/2% per month*

- D. AAM agrees to commence treatment within **14** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before           **April 22, 2024**
- F. 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: **3/22/2024**

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 written 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.