

LAKEMASTERS
Aquatic Weed Control, Inc.
P.O.Box 2300 Palm City, FL 34991
Office 877-745-5729 Fax 239-466-0400

LAKEMASTERS MANAGEMENT CONTRACT AGREEMENT

This agreement, dated October 8, 2010 is made between LakeMasters Aquatic Weed Control, Inc. hereinafter known as "LakeMasters" and

Customer: Coral Oaks Country Club
Phone: 239-573-3106
Contact: Jim Foster
Address: 1810 NW 28th Avenue
Cape Coral, Florida 33993

hereinafter known as "Customer."

Both Customer and LakeMasters agree to the following terms and conditions:

1. **General Conditions:** LakeMasters will provide aquatic weed control on behalf of the Customer in accordance with the terms and conditions of this contract agreement.

Treatment Area is defined as all Waterways and Canals as designated by map.

2. **Contract Term:** The term of this agreement will be twelve (12) months.
3. **Contract Services:** Coral Oaks Country Club agrees to pay LakeMasters the following amounts during the term of this agreement for these specific services:

A. Algae and Aquatic Weed Control	Included
B. Border Grass and Brush Control	Included
C. Water Testing (pH, Temperature and Dissolved Oxygen)	Included
D. Management Report	Included
E. Aquatic Consultation	Included
F. Triploid Grass Carp with F.G.G.W.C. permit approval acquired by the customer and stocking at sole discretion of LakeMasters as to quantities, location and timing.	\$5.75 Per Fish \$150.00 Stocking & Shipping

12 Inspections per year with treatment as necessary

One-time Start-up Fee Amount	Total \$ -0-
Monthly Service Amount	Total \$843.00

4. **Starting Date:** The starting date is the first day of the month in which services are first provided unless otherwise agreed to by the Parties in writing.
5. **Schedule of Payment:** \$843.00(First Month) shall be due and payable upon the execution of this contract. The balance shall be billed in equal monthly installments. Customer agrees to pay LakeMasters within thirty (30) days of the invoice. The Total Contract Amount is \$10,116.00.
6. **Limited Offer:** This proposal expires forty-five (45) days from the issuance date unless modified in writing by LakeMasters.
7. **Termination:** This agreement may be terminated by either Party with thirty (30) days written notice, service to continue to the end of the month. All notifications must be sent by Certified Mail to LakeMasters home office address, unless otherwise agreed to by Parties.
8. **Automatic Renewal:** This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both Parties agree that service shall be continuous without interruption.
9. **Default:** Should Customer default on any provision of this agreement, Customer agrees that LakeMasters may, at its sole discretion, seek any and all of the following remedies:
 - a. Termination of this Contract Agreement. In this event, Customer agrees to make immediate payment of the Total Contract Amount, less payments made, through the end of the Contract Term as liquidated and agreed upon damages.
 - b. Collection Charges for Monies Due. Customer agrees to pay LakeMasters reasonable attorney's fees, court costs, collections costs and all other expenses incurred by LakeMasters from this collection activity.
10. **Safety:** LakeMasters agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results for treatment area sites.
11. **Additional Services:** Work requested by the Customer such as trash clean up, physical cutting and/or plant removal, and other additional services performed by our staff will be billed separately at the current hourly equipment and labor rates.
12. **Insurance:** LakeMasters maintains Worker's Compensation, General Liability, Auto, Property and Casualty coverage. A Certificate of Insurance will be provided on request.
13. **Contract Documents:** This contract constitutes the entire agreement of LakeMasters and Customer. In the event that any portion of this agreement shall be held invalid or unenforceable, the remaining portions shall be binding upon both parties. No oral change or modification of the terms contained herein shall be valid unless made in writing and accepted by both Parties or authorized by their designated agents.

For: LakeMasters Aquatic Weed Control, Inc.
PO Box 2300
Palm City, FL 33491

Management Contract Agreement
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For: Customer

Print Name of Signatory/Title

Date