

# SUPERIOR WATERWAY SERVICES, INC.



## AQUATIC MANAGEMENT AGREEMENT

This agreement, dated April 1, 2024, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Lexington Lakes Condos  
3101 Lexington Lakes Dr.  
Stuart, FL. 34994

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

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

3 lakes totaling 2.2 acres and 3 lake fountains located in Stuart, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	\$190.00 / monthly
Border Grass and Brush Control To Water's Edge	Included
Fountain maintenance-quarterly	\$450.00 / quarterly
Fish & Wildlife Monitoring	Included
Management Reporting	Included
Littoral Maintenance	Included

One visit per month for lake management with treatment as necessary. Additionally needed visits at no extra charge. Quarterly maintenance of 3 lake fountains.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

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6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
  - A. Water testing as needed for the success of the aquatic weed control program.
  - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
  - C. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
  - D. Definitions of services referred to in Paragraph 1 are as follows:

**Algae and Aquatic Plant Control** – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The use of Fluridone is not included and will be prescribed if needed. SWS will provide the product at market cost with no markup when needed.

**Border Grass And Brush Control To Water's Edge** – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

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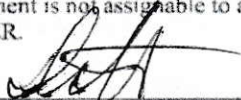
**Monthly Water Testing** – As needed for the success of the aquatic weed control program.

**Fountain Maintenance** - Our quarterly service of 3 lake fountains includes cleaning of the fountain float, pump intake screen, lights and display head. Electrical components are also examined to ensure proper voltage requirements and timer settings. Any needed repairs would be a separate work order.

**Fish & Wildlife Monitoring** – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

**Management Reporting** – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

9. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

  
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SUPERIOR WATERWAY SERVICES, INC.

DATE

6-28-24

  
\_\_\_\_\_  
CUSTOMER

DATE

6/27/24