



**Aquatic  
Systems, Inc.**  
Lake & Wetland  
Management Services



**Vertex**  
**Water Features**  
Lake Aeration Systems  
& Floating Fountains

July 7, 2016

Ms. Jill Rygh  
**Lakes of Windermere**  
c/o Leland Management  
6972 Lake Gloria Boulevard  
Orlando, Florida 32809

**RE: Fountain Cleaning Program**

**VIA EMAIL: [jrvgh@lelandmanagement.com](mailto:jrvgh@lelandmanagement.com)**

Dear Ms. Rygh:

Enclosed please find the *revised* proposal agreement for INSPECTION and CLEANING of your decorative floating fountain equipment. You will find that the benefits of this service will extend the life of your fountain system and help prevent the high cost of repair work.

Our service includes the following:

1. **The submersible pump.** We will clean the pump intake screens to maintain the highest degree of movement through the pump. This will allow for maximum display of the spray pattern. The motor will run cooler, and the life of the pump will be extended.
2. **The lights and lenses.** A build up of dirt, algae and mineral sediments naturally accumulate on the lenses. We will scrape, clean and polish the lights to extend the life of the bulbs and to allow maximum illumination.
3. **Display heads, jets and rings.** Proper cleaning of the jet nozzles is vital to maintain the spray pattern as engineered. We will clean each part and disassemble the part as needed to clean orifice impediments.
4. **The float.** The build-up of aquatic debris on the float creates an unsightly attraction in your lake. We will clean all surfaces of the float to maximize visual appearance.

We have completed two (2) complementary quarterly cleanings and recommend a September start date for your Fountain Cleaning Program in order to maintain the quarterly cleaning schedule.

Kindly sign and return the enclosed quotation so we can schedule your program.

We look forward to extending our service to you!

Sincerely,

Tom J. Lawrence  
Vertex Service Manager  
TJL/dk  
Enclosure

—  
JA 7/7/16

CORPORATE OFFICE  
2100 NW 33rd Street, Pompano Beach, FL 33069  
1-800-432-4302 • Fax: 954-977-7877

STATEWIDE LOCAL OFFICES  
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**Vertex Water Features**  
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 2100 N.W. 33<sup>rd</sup> Street  
 Pompano Beach, Florida 33069  
 www.vertexwaterfeatures.com

1-800-432-4302

Fax (954) 977-7877

**Fountain Cleaning Agreement**

This Agreement made the date set forth below, by and between **Vertex Water Features**, a division of Aquatic Systems, Inc., a Florida Corporation, hereinafter called "**Vertex**", and

Ms. Jill Rygh  
**Lakes of Windermere**  
 c/o Leland Management  
 6972 Lake Gloria Boulevard  
 Orlando, Florida 32809  
 (407) 233-3520  
 jrygh@lelandmanagement.com

**One-Year Agreement - Automatic Renewal**

Start Date: 9/1/16 *A* 7/7/16

**Date of revision:** July 7, 2016 TJL-R Add note and update date

hereinafter called "Customer". The parties hereto agree as follows:

- Vertex** agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.
- QUARTERLY** (4) cleanings as required (approximately once every 90 days). Additional cleanings will be billed at time and materials.
- CUSTOMER** agrees to pay **Vertex**, its agents or assigns, the following sum for inspection and cleaning:

<b>Four (4) Floating Fountains :</b>	<b>\$394.00</b>	<b>Quarterly</b>
<u>Site #1:</u> One Vertex 10HP TwoTier		
<u>Site #2:</u> One Vertex 10HP TwoTier	6% Sales Tax	\$23.64
<u>Site #3:</u> One Vertex 10HP TwoTier	.5% Surtax	\$ 1.97
<u>Site #4:</u> One Delta 7.5HP TwoTier	<b>\$419.61</b>	<b>Quarterly</b>
Includes Management Reporting		

**Note: Complementary cleanings have been completed. September start date would be in line with two (2) previous quarterly complementary cleanings.**


<b>Floating Fountains: Our service includes the inspection and cleaning of the following:</b>			
<b>Submersible Pump</b>	<b>Lights &amp; Lenses</b>	<b>The Float</b>	<b>Display Heads, Jets &amp; Rings</b>
Vertex will clean the pump intake screens.	Vertex will scrape, clean and polish the lights.	Vertex will clean all surfaces of the float.	Vertex will clean each part and disassemble the parts, as needed to clean orifice impediments.
BULB REPLACEMENT: If bulb replacement is required during our scheduled fountain cleaning, <b>Vertex</b> will <u>automatically replace</u> the bulb and charge its Customers for <u>parts cost only</u> . If, however, a Customer supplies the bulbs, <b>Vertex</b> will charge a fee for bulb replacement.			
<b>No parts or special repairs are included in our cleaning agreement. By charging for cleaning, Vertex does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.</b>			

*The above price is effective for 6 months from the date of this proposal.*

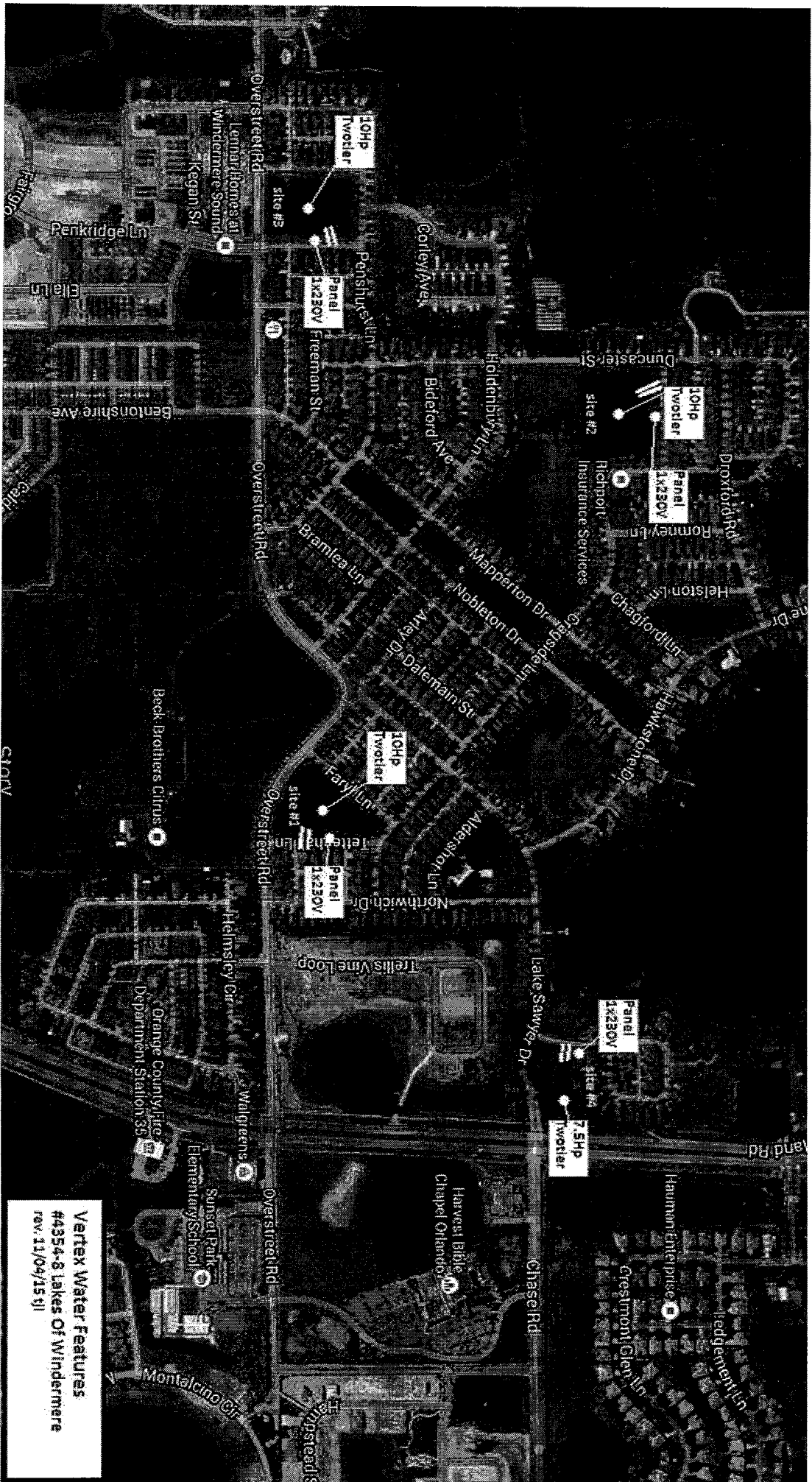
- If **CUSTOMER** requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to **CUSTOMER**.
- This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by **BUYER**.
- This Agreement shall have as its effective date the first day of the month in which services are first rendered to **CUSTOMER**. If this cleaning/maintenance agreement is part of a corresponding installation agreement, the cleaning/maintenance services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.



4. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the work areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold VERTEX harmless for the consequences of such services not arising out of VERTEX sole negligence.
5. 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 fires, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.
6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. If at any time during the term of this Agreement, CUSTOMER feels VERTEX is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform VERTEX by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER's dissatisfaction. VERTEX shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, CUSTOMER continues to feel VERTEX's performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("second Notice") to VERTEX and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by VERTEX.
8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
9. Collection terms are net 30 days from invoice date. In consideration of VERTEX's providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys' fees. ASI may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be made payable to Aquatic Systems, Inc.*
10. **Automatic Extension.** Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by VERTEX, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but, thereafter, VERTEX may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. VERTEX shall then have the option of terminating this Agreement without penalty to you.
11. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
12. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both VERTEX and the CUSTOMER.
13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.
14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Vertex Water Features' Signature      Date A Division of Aquatic Systems, Inc.	<div style="text-align: right; margin-right: 20px;">           Customer/Authorized Agent's Signature      Title          Jon JOHNSTON      HOA Pres.          Print Name      Date          7/7/16       </div> <div style="margin-top: 10px;">         LAKES of WINDERMERE HOA          Print Company Name       </div>
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Vertex Water Features  
 #4354-8 Lakes Of Windermere  
 rev. 11/04/15 sjl

*sjl*