

LAKE & FOUNTAIN MAINTENANCE CONTRACT

PROPERTY NAME: Church Point

CONTRACT TERM: January 1, 2010 through December 31, 2010

SUBMITTED TO: Gayle Pinero, The Select Group

SPECIFICATIONS:

Lake Aquatic Weed Control:

1. Lake will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake at the time of application.
3. **Invasive and unwanted submersed vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.**

Lake Algae Maintenance:

1. Lake will be inoculated with a combination of **ARKEA** and/or **Beneficial Aerobic Bacteria** as required for the proper maintenance of the pond once the sustained water temperature reaches approximately 55 degrees.
2. Lake will receive maintenance rate applications of **ARKEA** and/or **Beneficial Aerobic Bacteria** throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of **ARKEA** and **Beneficial Aerobic Bacteria** are made for the purpose of metabolizing excess nutrients in the water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.
4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.
5. Prior to the lake temperatures reaching a sustained 55 + degrees, any algae growth present in the pond will be treated and controlled through the application of aquatic algaecides, aquatic herbicides, and aquatic surfactants as required for control of the algae growth present at the time of application.
6. Lake will receive additional spot treatment applications of algaecides, aquatic herbicides, and aquatic surfactants as needed throughout the season to control any excessive growth of algae found in the lake during each inspection.

Lake Dye:

1. **Lake Dye** will be applied to the lake on a one (1) time every one (1) to two (2) month basis to help shade the lake from sunlight penetration, thus helping to prevent the growth of algae and aquatic weeds.

2. A combination of blue and black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

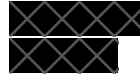
1. Contractor will service each of the fountains **twelve (12) times per year** on a once per month basis as follows:
 - Perform a visual inspection of the unit, tightening any loose nuts, bolts, brackets, etc.
 - Clean each fountain's nozzle and debris screen to insure proper water flow.
 - Test each fountain's control panel, motor, motor controls, and power cable as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
2. Each maintenance service will be performed for a flat rate fee as specified under Contract Price.
3. All replacement parts required for proper maintenance of the fountains will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the customer for his / her approval prior to proceeding with the work.

General:

1. **Contractor is a licensed pesticide applicator in the states of Virginia, North Carolina, Maryland, Pennsylvania, West Virginia, and Delaware.**
2. **Individual Applicators are Certified Aquatic Pesticide Applicators (Category 5A - Aquatic Pest Control) in Virginia, North Carolina, Maryland, Pennsylvania, West Virginia, and Delaware.**

3. Contractor is a **SePRO Preferred Applicator** and each individual applicator has been trained and educated in the proper use and application of all of the aquatic herbicides necessary to properly treat our client's lakes and ponds.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes and ponds, and are being applied in a manner consistent with their labeling.
5. Contractor is a **Cabela's Lake & Pond Services Partner**, partnering in a mutual commitment with the world's foremost outdoor outfitter to provide each firm's clients with the highest quality lake and pond management services available.
6. All fountain and aerator work will be performed by factory certified electrical and mechanical service and repair technicians.
7. All electrical work performed as part of the above fountain and aerator maintenance service will be done in accordance with all state and local codes, by a person licensed to perform such work.
8. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
9. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
10. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
11. Contractor will maintain general liability and workman's compensation insurance.
12. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the first day of each month following service.
13. Contract will automatically renew each year at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
14. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
15. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of Virginia Lake Management Company for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

CONTRACT PRICE:



**Annual
Monthly for twelve (12) months**

APPROVED:

Kevin Tucker, President

Virginia Lake Management Company, Inc.

Church Point

