



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated June 17th, 2024, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Marsh Lakes Community Association
Attn: Michelle Parsons
C/o: Amelia Island Management
5440 First Coast Highway
Amelia Island FL, 32034
904.432.1729

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:

Three (3) lakes (see attached map), Three (3) Aeration Systems, and One (1) Floating Fountain located at **Marsh Lakes Community Association** in Fernandina Beach, 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	\$600.00 / Monthly
Border Grass And Brush Control To Water's Edge	Included
Aeration Maintenance	\$450.00 / Quarterly
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included
Minor Trash Removal	Included
Fountain Maintenance	\$125.00 / Quarterly

One (1) visit per month for lake management with treatment as necessary. Additional necessary visits at no extra charge. Aeration Systems and Fountain will be cleaned on a quarterly basis.

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.
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.
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 Road., 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. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program and at the discretion of SWS.
 - 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.
 - C. Littoral plantings maintenance is included only if specified.
 - D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - E. 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 application of Fluridone is not included in this contract but if applications are needed SWS will notify the customer and quote the product needed. SWS will only charge for cost of the product needed and apply at no additional charge.

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

Aeration Maintenance –

- Adjust air manifold and pressure relief valves to insure optimal performance.
- Replace air filters per manufacturer specifications.
- Clean cabinet interior
- Inspect system.
- Clean muffler intake assembly
- Inspect cooling fan.
- Remove excessive weeds/growth from around cabinet to provide proper airflow.
- Test and reset GFCI circuitry.
- Inspect and repair airline tubing above waterline as necessary.
- If any problems are found outside this scope, then a formal quote will be given to the customer for approval prior to the work being done.
- Additional repairs will be billed separately.

Fountain Maintenance - Clean fountain float, light lenses, intake screen, and display head, check all connections in control panel, check (when applicable) and reset GFCI, check and set timer clocks. Any repairs will be billed separately.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

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.

Minor Trash Removal – Minor trash will be removed from each pond at the monthly scheduled visit. Large items or excessive debris are not included and the customer will be invoiced separately at the current hourly rate for removal if approved. (Only items by the shoreline in the waterbody apply.)

9. SWS will provide CUSTOMER with certificates of insurance (upon request), 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.

**SUPERIOR WATERWAY
SERVICES, INC.**



11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

Logan Wooley

SUPERIOR WATERWAY SERVICES, INC.

9/27/24

Start date will be
December 1st, 2024.

Michael Gannon

CUSTOMER

9/25/24

DATE

