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RECEIVED
The Lake Doctors, Inc.
Date: 7/30/15

The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Sales Agreement
Quarterly Fountain Cleaning

MAS/717014 R

This Agreement, made this _____ day of _____, 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME Johns Creek

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** ( ) _____

EMAIL ADDRESS _____
IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following locations(s):

Quarterly cleaning and adjustment of one (1) fountain associated with **Johns Creek Homeowners Association,** Jacksonville, FL.
The Lake Doctors, Inc., does not assume responsibility for parts failure or repair costs. Estimates for repairs and/or parts can be supplied upon customer request. **Service will cease effective September 1, 2015 if the signed Agreement is not returned.**

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	Cleaning exterior of pump intake screens	$	Included
2.	Cleaning of visible surfaces of fountain floats	$	Included
3.	Cleaning and adjustment of nozzles and jets as necessary	$	Included
4.	Cleaning of light lens	$	Included
5.	Check anchor lines	$	Included
6.	Adjust time clocks as necessary	$	Included
7.	Lamp replacement labor during regularly scheduled visits	$	Included *
	Total of Services Accepted	$	225.00 quarterly

***** Lamps and additional parts will be invoiced separately.***

A deposit of $0.00 shall be payable upon execution of this Agreement, the balance shall be payable **per quarterly invoices of $225.00** plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. THE LAKE DOCTORS considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.

D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before August 15, 2015.

E. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed Mark A Sey

MARK A. SEYMOUR, SALES MANAGER

CUSTOMER

Signed _____ Dated 7/29/15

Name Brent Herbst Town

OFFICE/CUSTOMER

®THE LAKE DOCTORS, INC.

TERMS AND CONDITIONS
Fountain Cleaning/Storage

1. Equipment sold by LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers, but in no case less than one (1) year with the exception of electric lamp bulbs. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. Unless equipment was installed by LAKE DOCTORS or MANUFACTURER within Florida, it is understood that purchaser shall deliver such defective items to LAKE DOCTORS or MANUFACTURER for repair and bear all shipping costs to and from site. Any repairs, alteration or modifications made by anyone other than an authorized representative of LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.

2. Items not covered under our warranty will be treated and billed as regular service calls. LAKE DOCTORS agree to clean exterior of pump intake screens, cleaning of visible surfaces of fountain floats, cleaning and adjustment of nozzles and jets as necessary, cleaning of light lens, check anchor lines, adjust time clocks as necessary, resetting tripped breakers and other common maintenance items.

3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by LAKE DOCTORS and CUSTOMER and generally within 25' or less of lake or pool edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.

4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been installed. Posted notice is advised.

5. LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by LAKE DOCTORS or MANUFACTURER. Furthermore, LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.

6. LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of LAKE DOCTORS. However, LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.

7. 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 strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

8. LAKE DOCTORS, at its expense, shall maintain the following insurance coverage: a) workers' compensation with statutory limits, b) automobile and watercraft liability, and c) comprehensive general liability, including products liability and completed operations. Customers requesting to be named as additional insured or requesting hold harmless statements may be billed an additional amount to cover the cost of providing such additional coverage. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.

9. This Agreement is not assignable by CUSTOMER except upon prior written consent by LAKE DOCTORS.

10. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking/reinstallation fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.

11. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of ninety (90) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.

12. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure.

13. Special or custom orders are not returnable for credit. A special or custom order is defined by LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.

14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. 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 THE LAKE DOCTORS and CUSTOMER.

15. THE LAKE DOCTORS reserves the right to impose a service charge of 1 1/2 percent per month on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for insurance monitoring services.

16. Should it become necessary for LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by LAKE DOCTORS resulting from such collection action.

16. THE LAKE DOCTORS reserves the right to impose a fuel surcharge as may be necessary.

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