



## **FOUNTAIN & AERATION MANAGEMENT PLUS AGREEMENT**

This agreement Dated May 31, 2023 is made between DeAngelo Contracting Services and "CUSTOMER" as described as follows:

Tarpon Cove  
702 Tarpon Cove Drive  
Naples, FL 34110

239-329-1501

[manager@tarponcove.info](mailto:manager@tarponcove.info) ~ [daveblouir@gmail.com](mailto:daveblouir@gmail.com)

Both CUSTOMER and DCS agree to the following:

### **1. Site Locations:**

DCS will provide fountain/aeration management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following site(s):

702 Tarpon Cove Drive  
Naples, FL 34110

#### **TOTAL MAINTENANCE:**

5 Floating Fountains  
1-Aeration System

### **2. Contract Services: CUSTOMER agrees to pay DCS the following amounts during the term of this Agreement for these specific Fountain/Aeration services:**

1. Fountain Maintenance - Cleaning the fountain body, intake screen, nozzles and lights, set/adjust timers. Replace light bulbs as needed if within the Maintenance Month  
(All repairs to fountain system, will be submitted as an additional cost)
2. Fountain Maintenance - will include cleaning of the fountain body, float, nozzle(s), light lenses, intake screen and an inspection of the control panel.
3. Fountain Maintenance – Does not include parts with maintenance contract.
4. Fountain Maintenance – Any issues with the fountain(s) during the scheduled routine maintenance visit will be reported to the customer along with a quote for all repairs.
5. Additional Service Charge will be incurred if customer request service visit in between maintenance months of \$75.00 Flat Fee for any issues with fountain. If issue cannot be resolved and we must pull and diagnose the fee will be as follows:
  - i. 1HP - Fountain to Pull and Diagnose - \$200.00
  - ii. 3HP – Fountain to Pull and Diagnose - \$250.00
  - iii. 5HP and Above to Pull and Diagnose – Call for Pricing

Annual Program Investment **\$1,400.00** That will be invoiced at the end of each Quarter at **\$350.00**  
We will perform 4 inspections per year January, April, July, October

## **6. Contract terms:**

The term of this Agreement shall start on Month June 2023 for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

## **7. Automatic Renewal:**

At the end of the Term or any renewal thereof, this Agreement will Auto Renew.

## **8. Safety:**

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

## **9. Insurance:**

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. CUSTOMER shall be listed as an "additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMERS's request.

## **10. Address Change:**

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

## **11. Management Change:**

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

## **12. Schedule of Payment and Penalties for past due invoices:**

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 N. Conahan Dr, Hazleton, PA, 18201. Failure to pay the invoiced amount when de shall constitute a default after written notice and a 10 day opportunity to cure given by DCS to the customer.

## **13. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the amounts due. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

## **14. Termination Procedure:**

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 DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

## **12. OTHER ITEMS: - This is the area to add specific definitive language for the contract and define specific areas that are not covered under the contract.**

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful or gross negligence on the part of DeAngelo Contracting Services.

**13. Contract Documents:**

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

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**DeAngelo Contracting Services**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

*David Blouir*  
 \_\_\_\_\_  
**CUSTOMER**

**David Blouir, CAM**  
 \_\_\_\_\_  
**PRINT NAME**

**07/27/23**  
 \_\_\_\_\_  
**DATE**

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.