



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
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Sales Agreement Inflow repair-Rip Rap refresh

SMF/722815

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

NAME _____

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 location(s):

Installation of additional Granite Rip-Rap to inflows for pond 1 associated with River Oaks HOA, North Charleston, SC

Includes additional rip-rap added to storm water inflows indicated on attached map. Includes materials and labor to install, one-year guarantee on workmanship and materials excluding vandalism, misuse and acts of God. See **attached maps** for placement locations.

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

1.	Installation of additional Granite rip-rap at inflows designated	\$	<u>900.00</u>
2.	Delivery and Installation	\$	<u>INCLUDED</u>
3.	Detailed report with photos	\$	<u>INCLUDED</u>
	Total of Services Accepted	\$	<u>900.00</u>

\$900.00 shall be payable upon execution of this Agreement, 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 South Carolina and is not responsible for the payment of any out-of-state (non-South Carolina) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. THE LAKE DOCTORS agrees to supply equipment within fifteen (15) business days, subject to availability, from the date of receipt of this executed Agreement and required advance deposit.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **July 20, 2017**.
- F. The terms and conditions appearing on the reverse side from an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents hereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Sean Fleming, Aquatic Consultant

Signed _____ Dated _____
Name _____

OFFICE/CUSTOMER

TERMS AND CONDITIONS




Inflow repair

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. 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. Examples of non-warranty work include cleaning of grate, adjustments, resetting barrier and other common maintenance items.
3. 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.
4. 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.
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 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.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. This Agreement is not assignable by CUSTOMER except upon prior written consent by LAKE DOCTORS.
8. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
9. 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.
10. 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.
11. 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.
12. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances.
13. 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. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

River Oaks HOA - Pond 1 Rip-Rap refresh

rip-rap refresh at inflows indicated.
Includes removal of vegetation from inflow and outfall.

Legend

-  River Oaks-Pond 1
-  overgrown vegetation
-  stormwater feature

