

EROSION CONTROL AGREEMENT

This agreement, dated June 1, 2015, is made between LAKE AND WETLAND MANAGEMENT, INC. (LWMI) and CUSTOMER:

Ms. Vivian Carvalho
Parkside Place
c/o Leland Management, Inc.
305 Parkside Place
Satellite Beach, Florida 32937

(321) 549-0721 Office
vcarvalho@lelandmanagment.com

Both **Parkside Place HOA** and **Lake and Wetland Management, Inc.** agree to the following terms and conditions:

Description

Amount

Shoresox Erosion Repair / Bank Restoration services for approximately 125' located at Parkside Place in Brevard County, Florida.

Sections of Canal :

- Repair approximately 125 linear feet of lake bank at \$42.00 / per foot.
- Prep areas of debris/trash for Shoresox.
- Fill Shoresox with pine straw bales.
- Materials consist of the following: Shoresox, wooden stakes, and pine straw mulch.
- Includes sod installation and use of dirt on site to secure the lake bank.

Shoresox Investment: \$5,250.00

Service includes material, equipment, and labor to complete the project.

CUSTOMER is responsible for the cost of any necessary permits that may be required prior to commencement of work.

It will be the responsibility of the Homeowners Association to irrigate the new sod area once installed. Sprinkler heads will be marked by the landscaper; otherwise LWM not be responsible for damage to them during the course of work. LWM will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

A staging area for materials and equipment will be required. LWM will access the lake at designated areas and sod these areas to bring the property back to complete restoration. **(NOTE: CUSTOMER is responsible for maintenance of sod once installed)**

LWMI is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary).

The warranty/guarantee for Shoresox material is for a ten (10) year period. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, fire, hurricanes, or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization.

SCHEDULE OF PAYMENT:

- 40% Mobilization Deposit – (\$2,100.00)
- 40% Upon Installation of Shoresox- (\$2,100.00)
- 20% Balance Due Upon Completion of Sod – (\$1,050.00)

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.
2. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.

6. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that asses fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.

7. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.

8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Joseph Harms

Joseph Harms
Lake and Wetland Management, Inc.

Authorized Agent
Parkside Place

Date