



Water Management Agreement

This Agreement, made this 7 day of July 2026 is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) The Cottages at Argyle

MANAGEMENT COMPANY Freedom Community Management

INVOICING ADDRESS 751 Oak Street Suite 110

CITY Jacksonville STATE FL ZIP 32204 PHONE (904) 440-8191

EMAIL ADDRESS customercare@jcmanagement.com

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

One (1) Pond associated with the Cottages at Argyle Association in Jacksonville, Florida.

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds/algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$ 148.00 Monthly
2.	Shoreline Grass and Brush Control Program	\$ INCLUDED
3.	Free Callback Service and Additional Treatments, if required	\$ INCLUDED
4.	Water Testing and Analysis, as needed	\$ INCLUDED
5.	Monthly Detailed Service Reports	\$ INCLUDED
	Total of Services Accepted	\$ 148.00 Monthly

\$148.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$148.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30) days**, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **August 7th, 2026**.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ☒ MONTHLY ☐ EVERY OTHER MONTH ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

INVOICE TIMING: ☐ BEGINNING OF THE MONTH ☐ WITH SERVICE COMPLETION

EMAIL INVOICE: ☒ YES ☐ NO | If yes, provide invoice email: customercare@jcmanagement.com

MAIL WORK ORDER: ☐ YES ☐ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ☐ YES ☐ NO

THIRD PARTY INVOICING PORTAL**: ☐ YES ☐ NO

REQUESTED START MONTH: August 1, 2026 | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

Jesse E. Mason, Sales Manager

CUSTOMER:

Signed Deborah N Hoepfer Date 7 Jul 26

Name Deborah N Hoepfer, President

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company 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 the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in 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. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. **THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.**
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) 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 by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled 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 fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company 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 Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc.
Jacksonville Branch Office
11621 Columbia Park Drive West
Jacksonville, FL 32258
jacksonville@lakedoctors.com
www.lakedoctors.com

Sales Agreement Fountain Cleaning

This Agreement, made this 7 day of July 2026 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) Cottages at Argyle

MANAGEMENT COMPANY Freedom Community Management

INVOICING ADDRESS 751 Oak Street Suite 110

CITY Jacksonville STATE FL ZIP 32204 PHONE (904) 440-8191

EMAIL ADDRESS customercare@fcmanagement.com EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO
***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____
PURCHASE ORDER: _____

The parties hereto agree to follows:

- A. The Lake Doctors agrees to clean and adjust the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

Quarterly cleaning/adjustment of One (1) Fountain associated with Cottages at Argyle Assn. in 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. Contract does not include removing the fountain from the waterway for maintenance.

- 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.	\$	155.00 / Quarterly
2.	Cleaning of visible surfaces of fountain floats.	\$	INCLUDED
3.	Cleaning and adjustment of nozzles and jets as necessary.	\$	INCLUDED
4.	Cleaning of light lenses, check anchor lines and adjust timers, as needed.	\$	INCLUDED
	Total of Services Accepted	\$	155.00 / Quarterly

***Additional parts required will be invoiced separately.**

\$155.00 shall be payable upon execution of this Agreement. The balance shall be payable per quarterly invoices of \$155.00 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 7th, 2026**.

- E. The terms and conditions appearing on the reverse side 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.

Jesse E. Mason, Sales Manager

CUSTOMER

Signed Deborah N Hoepfer Dated 7 Jul 26

Name Deborah N Hoepfer President

TERMS AND CONDITIONS

Fountain Cleaning

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. 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. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE 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. THE LAKE DOCTORS agrees 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 and reset tripped breakers; as part of the Fountain Cleaning Agreement.
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 THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds 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 THE 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, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE 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. 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.
9. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
10. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) 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.
11. 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.
12. 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.
13. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
14. Should it become necessary for THE 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 THE LAKE DOCTORS resulting from such collection action.
15. THE LAKE DOCTORS or CUSTOMER may cancel this agreement with or without cause by 30-day written notice.