

Northwest Aquatic MANAGEMENT, LLC

9727 Hwy 12 SW #369
Rochester, WA 98579
Phone: (360) 870-4362
kyle@nwaqua.com

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into by and between **NORTHWEST AQUATIC MANAGEMENT, LLC**, a Washington limited liability company (“NWAQ”), and **TEMPO LAKE HOA** “Customer”).

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, NWAQ and Customer agree as follows:

1. **SCOPE OF WORK.** The scope of this project is to apply systemic and/or non-systemic herbicides to treat noxious lily pads around Tempo Lake. This contract also could encompass other treatments that may be needed in the future, including submerged treatments of noxious and nuisance vegetation. Customer hereby hires NWAQ to perform noxious waterlily control services and NWAQ hereby agrees to perform such services for Customer within the infestation areas around the lake in accordance with the terms and conditions set forth in this Agreement. Treatment sites vary in size but are located around the entire lake. If Customer determines that any portion of the treatment sites should NOT be controlled, Customer will mark such areas with the words "NO CONTROL AREA" printed on them. Water restrictions, if and to the extent required, will be posted along the entire shoreline area of the treatment sites within 400 feet of where the application is performed. NWAQ is not an agent or representative for any of the aquatic herbicides registered for use in Washington State. Unlike other agency-based applicators that represent specific materials and are under contract to represent such, NWAQ receives no monetary benefit from using any specific product. Product selection is based solely on the ability of the product to produce the desired results.

2. **PAYMENT TO NWAQ.** Customer shall be billed on a post-treatment basis in accordance with the Fee Proposal attached hereto as Exhibit A. NWAQ reserves the right to either bill Customer at the conclusion of all work to be performed or to require progress payments while work is being performed. Customer shall pay NWAQ for the services invoiced within 30 days of the invoice date unless alternate payment arrangements are made, in writing, between Customer and NWAQ. Any invoices not paid within thirty (30) days of the date rendered may be assessed a finance charge of twelve percent (12%) per annum. Invoices not paid within sixty (60) days of the date rendered may result in NWAQ stopping work until such invoices are paid in full.

3. **ADVANCE FEE DEPOSIT.** Customer shall deposit with NWAQ, upon execution of this agreement, an advance fee deposit in the amount of \$1750.00(Permitting). This amount is non-refundable and shall cover the costs to acquire the required permits.

4. **ADDITIONAL SERVICES.** In the event Customer requests NWAQ, either verbally or in writing, to perform work beyond that set forth in attached Paragraph 1, the scope of the work, schedule of performance, and compensation for the additional services, shall be in addition to the Fee Proposal as set forth an Exhibit A and billed accordingly. The estimated total price, as listed in the Fee Proposal, does not include, nor afford for, changes to scope based on unforeseen conditions, weather/mother-nature or otherwise, scheduling changes, Customer and/or government agency changes, and any applicable overtime or double-time charges. All such conditions and associated charges will be considered in excess of the Fee Proposal and billed accordingly.

5. **TERM.** All services shall be performed on an ongoing basis as needed for a term of one year commencing on April 15, 2023 and concluding on April 14, 2024. Contract can be extended if both parties agree verbally or in writing.

6. **TERMINATION.** Either party may terminate this Agreement immediately by providing written notice of termination to the other party by personal service, mail or email. If this Agreement is terminated, NWAQ shall be paid for services performed to the termination notice date and reasonable costs associated with work in progress as agreed between the parties.

7. **MATERIALS.** All aquatic herbicides used by NWAQ for the control of aquatic plant growth in the areas described in this Agreement shall be of a type approved by the United States Environmental Protection Agency (USEPA), Washington State Department of Ecology (WADOE), and if applicable the Washington State Department of Agriculture (WSDA). NWAQ will furnish the Customer's representative with copies of the labels for all aquatic herbicides it proposes to introduce into the water system upon request. NWAQ will utilize and apply approved materials in accordance with the product label and all laws and regulations. Materials that may be considered for use include, Glyphosate, Imazapyr, Triclopyr, 24-D, Aquathol, Hydrothol, Flumioxazin and Fluridone. Other aquatically certified herbicides may be used if needed. NWAQ shall be responsible for the safe and proper disposal of all empty containers, unused herbicide, and all other wastes generated in connection of the services.

8. **STANDARD OF PRACTICE.** Services performed by NWAQ under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions at the time the work is being performed. In performing this agreement, NWAQ shall comply with all applicable federal, state, and local statutes, regulations and ordinances including the regulation of aquatic herbicides or their application, disposal of wastes, employee right to know, or otherwise pertaining to the protection of health or the environment. NWAQ shall be solely responsible for obtaining all licenses, permits or other authorizations required for the performance of the services and shall provide copies of all such authorizations to Customer before commencing the services. NWAQ will comply with all reporting and record keeping requirements of the Environmental Protection Agency and State agencies. NWAQ shall use its best efforts to

obtain all permits required to perform the services, but makes no representation or warranty that it will be able to obtain such permits. The parties acknowledge that the NWAQ will be limited in its provision of services by laws, regulations and the terms of any permit, including for example, application windows determined by the Department of Fisheries.

9. **FORCE MAJEURE.** Neither Customer nor NWAQ shall hold the other responsible for damages or delay in performance caused by acts of nature, strikes, lockouts, flood, fire, mother-nature or other events beyond the control of the other party, its employees and agents.

10. **RIGHT OF ENTRY.** Customer has responsibility for obtaining a right of entry to the property upon which the work is being done. The right of entry shall allow NWAQ, its agents, employees, and subcontractors to enter the property from time to time, as necessary to perform all acts, studies, and research pursuant to the agreed services.

11. **INSURANCE, INDEMNITY AND LIABILITY.** NWAQ shall maintain the following types and amounts of insurance:

A. Workers Compensation Insurance in compliance with the laws of the State of Washington.

B. Comprehensive General Liability Insurance with a Combined Single Limit of \$1,000,000 per occurrence, with a general aggregate of \$2,000,000.

C. If coverage in excess of these amounts is required by the Customer, and these amounts are procurable, the Customer agrees to pay the additional insurance fees incurred by NWAQ to fulfill Customer's request for such insurance and a minimum of \$1500 fee for NWAQ's administrative and clerical services.

d. All policies referred to above shall be procured by NWAQ from responsible insurance companies reasonably satisfactory to Customer. Such policies maintained by the NWAQ shall be primary and any insurance carried by the Customer shall be excess and noncontributing with such primary insurance. Customer shall have the right upon request to be provided from time-to-time certified copies of such policies, together with evidence of payment of premiums therefore. Such policies and certificates shall further provide that not less than thirty (30) days written notice shall be given to Customer before such policy may be cancelled or changed to reduce insurance provided thereby. Not in limitation of its remedies, if NWAQ fails to maintain such insurance, Customer may do so, and NWAQ shall reimburse Customer for the full expense incurred, upon demand.

12. **DISPUTE RESOLUTION.** This Agreement and all of its terms shall be construed according to the laws of the State of Washington. Any and all disputes regarding this Agreement, its interpretation, breach or enforcement, shall be resolved by arbitration in Grays Harbor County, Washington pursuant to the rules of the Uniform Arbitration Act, Chapter 7.04A Revised Code of Washington, with the arbitrator being an attorney from Grays Harbor County selected by unanimous agreement of the parties or, in the absence of such agreement, by appointment through the Grays Harbor County Superior Court.

13. **ATTORNEY FEES.** In the event either party shall be required to bring any action to enforce any of the provision of this Agreement or shall be required to defend any action brought by the other with respect to this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

14. **SEVERABILITY.** Each paragraph and provision herein are severable from the Agreement, and if one or more provisions or parts hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties hereto. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an instrument, in writing.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the
25 day of _March_, 2023.

Northwest Aquatic MANAGEMENT, LLC.
By: Kyle Steelhammer, President
9727 Hwy 12 SW #369
Rochester, WA 98579

Tempo Lake HOA
By: Paul Gulleckson
HOA President
Please Provide and Address
In his/her capacity

“CONTRACTOR”

“CUSTOMER”

EXHIBIT A

FEE PROPOSAL

A separate document will be sent with the Fee Proposal.

12. **DISPUTE RESOLUTION.** This Agreement and all of its terms shall be construed according to the laws of the State of Washington. Any and all disputes regarding this Agreement, its interpretation, breach or enforcement, shall be resolved by arbitration in Grays Harbor County, Washington pursuant to the rules of the Uniform Arbitration Act, Chapter 7.04A Revised Code of Washington, with the arbitrator being an attorney from Grays Harbor County selected by unanimous agreement of the parties or, in the absence of such agreement, by appointment through the Grays Harbor County Superior Court.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 25 day of March 2023.

Northwest Aquatic MANAGEMENT, LLC.
By: Kyle Steelhammer, President/Owner
9727 Hwy 12 SW #369
Rochester, WA 98579

Tempo Lake Glade HOA
By: Paul Gullekson, President
PO Box 553
East Olympia, WA 98540
In his/her capacity





"CONTRACTOR"

"CUSTOMER"

Northwest Aquatic MANAGEMENT

9727 Hwy 12 SW #369
 Rochester, WA 98579
 (360) 870-4362
 kyle@nwaqua.com
 http://www.nwaqua.com



Estimate

ADDRESS

Kerry Oleary
 Tempo Lake Community

ESTIMATE # 1310**DATE 09/11/2022**

ACTIVITY	QTY	RATE	AMOUNT
Permit Acquisition / Herbicide Coverage - DOE The cost to acquire a new permit from Washington State Department of Ecology for herbicide treatment. This covers all the mandatory compliance steps including running newspaper articles, business/residential notices delivered and the application paperwork. One time initial / first year cost.	1	1,750.00	1,750.00T
Annual / Yearly Permit Fee Annual / Yearly Permit Fee paid to Washington State Department of Ecology. This fee keeps the permit active. Renews July 1st. As we discussed, we would try our best to only pay for 1/2 of 2023. 01 January - 30 June. This Fee would be setup for the Community to pay directly to the Department of Ecology.	0	750.00	0.00T
Project Administration - Pre - Treatment Administrative work Before the Treatment has occurred, including required Business / Residential Notice, 10-42 days prior to treatment per Department of Ecology.	10	115.00	1,150.00T
Pre-Treatment Survey Survey performed before treatment to confirm vegetation and areas for treatment	0	750.00	0.00T
Mobilization - Treatment Mobilizing to get To and From the Treatment Area - Per Mile - TWO TREATMENTS in 2023	90	2.55	229.50T
Non-Motorized Lake Fee Fee incurred due to the fact there are no gasoline motors allowed on the lake. This fee can be waived if gasoline motors are allowed and this regulation is waived for contractors and lake maintenance.	0	650.00	0.00T
Shoreline Notification Materials - Small	95	1.00	95.00T

ACTIVITY	QTY	RATE	AMOUNT
Cost to produce the Shoreline Notification Materials. - TWO TREATMENTS in 2023.			
Shoreline Notification Materials - Large	0	40.00	0.00T
Cost to produce the Shoreline Notification Materials. - Per Sign			
Labor, Crew and Equipment - Shoreline Notifications	1.50	130.00	195.00T
Cost incurred to set the Shoreline Notifications day of Treatment			
Herbicide	1	500.00	500.00T
Herbicide Used in Treatment			
Herbicide Application	5	650.00	3,250.00T
Acquiring and application of herbicide for treatment of the vegetation in question. - Per Acre. 2.5 Acres Per Treatment			
Project Administration - Post - Treatment	6	115.00	690.00T
Administrative work After the Treatment has occurred.			
Post-Treatment Survey	0	500.00	0.00T
Survey to observe the results of the Herbicide Application/s throughout the year.			
Annual Report	0	162.50	0.00T
Per Hour			

Thank you for choosing Northwest Aquatic MANAGEMENT for your
Vegetation Management Needs. Please do not hesitate to call if you have
any questions.

SUBTOTAL	7,859.50
TAX (0)	0.00
TOTAL	\$7,859.50

Accepted By

Accepted Date

Northwest Aquatic MANAGEMENT

9727 Hwy 12 SW #369
Rochester, WA 98579
(360) 870-4362
kyle@nwaqua.com
http://www.nwaqua.com



INVOICE

BILL TO

Paul Gullekson
Tempo Lake Community

INVOICE # 1382
DATE 09/11/2023
DUE DATE 10/11/2023
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Permit Acquisition / Herbicide Coverage - DOE The cost to acquire a new permit from Washington State Department of Ecology for herbicide treatment. This covers all the mandatory compliance steps including running newspaper articles, business/residential notices delivered and the application paperwork. One time initial / first year cost.	1	1,750.00	1,750.00T
Annual / Yearly Permit Fee Annual / Yearly Permit Fee paid to Washington State Department of Ecology. This fee keeps the permit active. Renews July 1st. As we discussed, we would try our best to only pay for 1/2 of 2023. 01 January - 30 June. This Fee would be setup for the Community to pay directly to the Department of Ecology.	1	750.00	750.00T
Project Administration - Pre - Treatment Administrative work Before the Treatment has occurred, including required Business / Residential Notice, 10-42 days prior to treatment per Department of Ecology.	10	120.00	1,200.00T
Pre-Treatment Survey Survey performed before treatment to confirm vegetation and areas for treatment	0	750.00	0.00T
Mobilization - Treatment Mobilizing to get To and From the Treatment Area	75	2.65	198.75T
Non-Motorized Lake Fee Fee incurred due to the fact there are no gasoline motors allowed on the lake. This fee can be waived if gasoline motors are allowed and this regulation is waived for contractors and lake maintenance.	0	650.00	0.00T
Shoreline Notification Materials - Small	50	1.00	50.00T

PAID

ACTIVITY	QTY	RATE	AMOUNT
Cost to produce the Shoreline Notification Materials. - ONE TREATMENTS in 2023.			
Shoreline Notification Materials - Large Cost to produce the Shoreline Notification Materials. - Per Sign	2	40.00	80.00T
Labor, Crew and Equipment - Shoreline Notifications Cost incurred to set the Shoreline Notifications day of Treatment	1.50	130.00	195.00T
Herbicide Herbicide Used in Treatment	1	350.00	350.00T
Herbicide Application Acquiring and application of herbicide for treatment of the vegetation in question.	3	475.00	1,425.00T
Project Administration - Post - Treatment Administrative work After the Treatment has occurred.	6	120.00	720.00T
Post-Treatment Survey Survey to observe the results of the Herbicide Application/s throughout the year.	0	500.00	0.00T
Annual Report Per Hour	0	162.50	0.00T

Thank you for choosing Northwest Aquatic MANAGEMENT for your Lake Management needs. Please do not hesitate to call if you have any questions.

SUBTOTAL	6,718.75
TAX (0)	0.00
TOTAL	6,718.75
PAYMENT	6,718.75
BALANCE DUE	\$0.00