

**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 GLADE 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 the fragrant water lily infestations that are located around Tempo Lake. This contract also could encompass other treatments that may be needed in the future. These areas of the lake have not implemented a control program associated with registered herbicides before the year 2023. Historically, any control was undertaken through the use of manual removal. Customer hereby hires NWAQ to perform fragrant 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 monthly 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. The deposit fee will be due 15 May 2024. This amount is refundable and shall be applied to any sums due under the billings in Paragraph 2, above. After the deposit has been exhausted, Customer shall be solely responsible for payment of such billings.

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 in 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, 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 September 21, 2023 and concluding on September 30, 2024. Contract can be extended if both parties agree 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 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 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. These numbers are a minimum amount of coverage, currently NWAQ carries \$4,000,000 in general aggregate coverage.

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 \$500 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 Thurston County selected by unanimous agreement of the parties or, in the absence of such agreement, by appointment through the Thurston 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

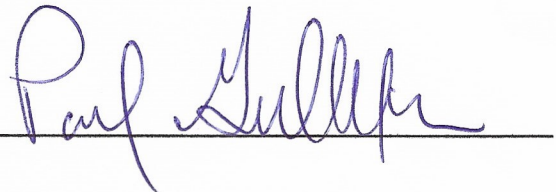
21<sup>ST</sup> day of SEPT, 2023.

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"



**EXHIBIT A**

FEE PROPOSAL

A separate document will be sent with the Fee Proposal.