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2 **MINUTES OF MEETING**

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4 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person  
5 may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be  
6 based.

7  
8 **THE GROVES**  
9 **COMMUNITY DEVELOPMENT DISTRICT**

10  
11 The regular meeting of the Board of Supervisors of The Groves Community  
12 Development District was held on **Tuesday, July 11, 2017 at 10:01 a.m.** at The Groves Civic  
13 Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

14  
15 Present and constituting a quorum:

16  
17 Steve Simon **Board Supervisor, Chairman**  
18 Bill Boutin **Board Supervisor, Vice Chairman**  
19 Wayne Coe **Board Supervisor, Assistant Secretary**  
20 Richard Loar **Board Supervisor, Assistant Secretary**

21  
22 Also present were:

23  
24 Grant Phillips **District Manager, Rizzetta & Company, Inc.**  
25 Vivek Babbar **District Counsel, Straley, Robin & Vericker**  
26 David Bell **District Engineer, Landmark Engineering**  
27 Mark Bufano **Interim Operations Manager**  
28 Stephen Fowler **New Operations Manager**  
29 Greg Gruhl **Representative, Rizzetta Amenity Services**

30  
31 Audience: **Present**

32  
33 **FIRST ORDER OF BUSINESS** **Call to Order and Pledge of Allegiance**

34  
35 Mr. Simon called the meeting to order and Mr. Phillips performed roll call, confirming  
36 that a quorum was present.

37  
38 Mr. Simon led all those present in reciting the Pledge of Allegiance.

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40 **SECOND ORDER OF BUSINESS** **Audience Comments**

41  
42 Mr. Simon asked if there were any audience comments.

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44 Pat LaPorta spoke regarding the hiring procedures for day-to-day operations. He passed  
45 out a procedure checklist for the hiring process.

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On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors received Mr. LaPorta's document to put into record for The Groves Community Development District.
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47  
48 Debbie Wright spoke regarding signage. She requested the placement of a "No Outlet"  
49 sign.  
50

51 David Wright spoke about the 4<sup>th</sup> of July holiday and children playing on the power chair  
52 and splashing adults at the clubhouse pool.  
53

54 Mr. Gruhl addressed the Board and introduced the new on-site manager, Stephen Fowler  
55 to the Board and audience members present.  
56

57 Bill Anderson spoke regarding issues with the deed to his lot. He presented a quit claim  
58 deed. Attached as (Exhibit "A").  
59

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors received Mr. Anderson's quit claim deed into record for District Counsel's review for The Groves Community Development District.

60  
61 The Board decided to table any decision on Mr. Anderson's quit claim deed until after  
62 District Counsel's review and recommendation.  
63

64 Eva Voorhees had new resident questions regarding tax law and assessments.  
65

66 Kathy Scruggs spoke regarding a real estate attorney. A motion was made to hire a real  
67 estate attorney at a not-to-exceed amount of \$5,000.00 to provide an outside opinion on the quit  
68 claim deed. A motion was made to explore a conflict of interest in the amount of \$800.00. Three  
69 were in favor. Mr. Coe opposed.  
70

71 Jay Rob spoke regarding the police giving out tickets at the back entrance.  
72

73 James G. Geisler had questions regarding the increase in assessments.  
74

75 **THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of  
Supervisors' Meeting held on June 6,  
2017**

76  
77  
78  
79 The Board requested that the exhibits be added to the saved version of the meeting  
80 minutes. It was mentioned that Mark Bufano's name was spelled incorrectly.  
81

On a Motion by Mr. Loar, seconded by Mr. Boutin, followed by a vote of all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on June 6, 2017 as amended for The Groves Community Development District.

82  
83 **FOURTH ORDER OF BUSINESS**

**Consideration of Operations and  
Maintenance Expenditures for May 2017**

84  
85  
86 Mr. Simon presented the Operation and Maintenance Expenditures for May 2017 to the  
87 Board. Mr. Phillips read the O&M amount to be \$98,589.60.

88 Discussion ensued regarding the golf range netting (\$36,000) that should have come out  
89 of the reserve account and the FHP invoice billing for five hours when only four hours of work is  
90 performed.  
91

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors received and filed the Operation and Maintenance Expenditures for May 2017 (\$98,589.60) for The Groves Community Development District.

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93 **FIFTH ORDER OF BUSINESS**

**Discussion Regarding Options for Front Gate**

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95  
96 Mr. Simon presented the previous tabled proposal for the gate options. He reviewed the two  
97 options for the Board. Discussion ensued regarding landscape replacements and Sunrise stating that  
98 they would perform the work as soon as possible. This item was tabled with no action being taken.  
99 Mr. Bufano will handle this item.

100  
101 **SIXTH ORDER OF BUSINESS**

**Consideration of Yellowstone's Proposals for Landscape Enhancements**

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103  
104 Mr. Simon presented Yellowstone's proposals for shrub removal from the clubhouse and  
105 parking lot area at a cost of \$575.00 and installation of Viburnum along the cart path at Trovita and  
106 Eustis at a cost of \$977.04.  
107

On a Motion by Mr. Boutin, seconded by Mr. Coe, with all in favor, the Board of Supervisors approved Yellowstone's proposal for the shrub removal (\$575.00) and the proposal for the 7 gallon Viburnum (\$977.04) for The Groves Community Development District.

108  
109 The Board requested that John Toborg take a look at the areas.  
110

111 **SEVENTH ORDER OF BUSINESS**

**Update on Marquee for Front Entrance**

112  
113 Mr. Boutin gave the Board on the marquee front entrance WORK. He entertained the Board  
114 members' questions regarding sign ordinance. Mr. Boutin stated that he will provide another update  
115 on this topic at the next meeting.  
116

117 The Board requested that The Grill's sign at the Marquee entrance be changed from Vesh to  
118 The Groves Grill. District staff to explore the possibility of having this change performed.  
119

120 **EIGHTH ORDER OF BUSINESS**

**Consideration of Tennis Club Agreement**

121  
122 Mr. Simon presented the Tennis Club Agreement prepared by District Counsel.  
123

On a Motion by Mr. Boutin, seconded by Mr. Loar, with all in favor, the Board of Supervisors approved the Tennis Club Agreement as presented for The Groves Community Development District.

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**NINTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

No report.

B. District Engineer

Mr. Bell addressed the Board and answered general questions. He presented a proposal from G.A. Nichols for the raised sidewalks at the Dog Park at a cost of \$2,180.00. Attached as (Exhibit "B"). It was suggested to rent a "Closed Sidewalk" sign. Discussion ensued.

On a Motion by Mr. Boutin, seconded by Mr. Coe, with all in favor, the Board of Supervisors approved the removal of the tree roots at the Dog Park at a not-to-exceed cost of \$2,500.00 pending permit approval for The Groves Community Development District.

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C. Clubhouse Manager

1. Review of Monthly Report

Mr. Bufano reviewed the Clubhouse Report with the Board. He answered general questions from the Board. A proposal was presented from The Lake Doctors for a fountain repair and a proposal for fountain maintenance. Attached as (Exhibit "C") Discussion ensued regarding the maintenance of the fountains and adding \$1,200.00 to the expenditures. The Board requested further clarification on pond maintenance and whether one company maintains all ponds. It was stated that the landscaper needs to weed-eat behind the entrance wall.

D. District Manager

Mr. Phillips noted the next regularly scheduled meeting will be held on August 1, 2017 at 6:30 p.m. at The Groves Civic Center, located at 7924 Melogold Circle, Land O'Lakes, FL 34637. He stated that the Board will be adopting their Fiscal Year 2017/2018 Final Budget at this meeting.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Boutin spoke regarding the District's website and changes that he wants made.

The Board members made comments regarding Mr. Bufano's performance.

The Board directed District staff to purchase a sander and all necessary related equipment to begin restoring portions of the District maintained infrastructure.

Mr. Loar spoke regarding Stephen Fowler and welcomed him to The Groves CDD.

Mr. Coe made an announcement regrading the Nest Door App that is available for residents within The Groves CDD and neighboring communities as well.

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Mr. Simon stated that Mr. Vesh needed to be reminded regarding the storage.

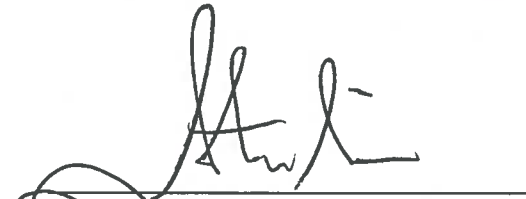
**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Simon requested a motion to adjourn the meeting of the Board of Supervisors' for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Mr. Loar, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 12:01 p.m. for The Groves Community Development District.

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Secretary/Assistant Secretary  
Chairman/Vice Chairman

# **Exhibit A**

Exhibit "A"

Prepared by and when  
recorded mail to:  
W. R. Anderson  
7345 Cleopatra Dr.  
Land O' Lakes, FL 34637

Parcel Tax ID No. 35-25-18-0050-0AB00-0430

## QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED ("Deed") is made this \_\_\_\_ day of July, 2017, by and between The Groves Community Development District, a local unit of special purpose government, organized and existing in accordance with Chapter 190, Florida Statutes, whose address is 5844 Old Pasco Road, Wesley Chapel, FL 33544 (hereinafter called "Grantor") and William Anderson and Catherine Anderson, husband and wife, whose address is 7345 Cleopatra Drive, Land O' Lakes, FL 34637 (hereinafter called "Grantees").

### WITNESSETH:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantees all the right, title, interest, claim, and demand which Grantor has in and to the following described land, situate, lying and being in the County of Pasco, State of Florida, to wit:

**Folio Number: 35-25-18-0050-0AB00-0430**

**Lot 43, Block AB, GROVES-PHASE II, CLUB VILLAS, according to the map or plat thereof as recorded in Plat Book 43, Page 55, Public Records of Pasco County, Florida.**

**Subject to restrictions, covenants and easements of record.**

(Continued on Page 2 of 2.)

## Proposed Procedures for CDD Amenities Manager Hiring

1. All candidates will submit an application, as well as the other required documents, to the management company. The management hiring team, three (3) members, will consider the candidates' paperwork and do the initial interviews. Those candidates meeting the required conditions for the position will be forwarded to the CDD Board for further evaluation.
2. The entire CDD Board or a quorum of such Board will interview **ALL** candidates deemed qualified by the management company. Each Board member will conduct his/her interviews of the candidates separately due to Florida Sunshine Laws. The interviews will consist of designated questions pertaining to the requirements of the job with each Board member having different questions, thus producing a well-rounded evaluation of each candidate. The candidate will be evaluated based on a designed number scale. These numbered evaluations will be returned to the management company without any discussion among the Board members.
3. The management hiring team will then make an offer to a person based on the tally of the Board interviews.

We, the below signed, feel this is a more democratic procedure than the one that is presently being followed.

Thank you for considering this proposal,



Susan Hicks



Patricia LaPorta



Jane Thompson



# **Exhibit B**

# G.A. NICHOLS COMPANY

5775 126th Ave N  
CLEARWATER, FL 33760  
Lic # CGCA 17846

(727) 561-0509  
Fax (727) 561-0511  
dave@ganichols.com

## PROPOSAL

Date: July 7, 2017  
Attention: Katie France  
Landmark Engineering  
E-mail: kf@lesc.com  
Address: The Groves  
Dog Park

RE: Sidewalks

WE WILL PROVIDE EQUIPMENT, LABOR AND MATERIAL TO DO THE FOLLOWING WORK:

Remove and replace raised sidewalk panels approx. 145 SF

Remove offending tree roots at grade level

Form and place 3000psi concrete with fibermesh

Haul off and dispose of construction debris

Small load fee for concrete is included

Cost for this work..... \$ 2,180.00

Conditions:

We are not responsible for any damage to un-marked utility lines or sprinklers  
No permitting or engineering is included  
Payment is due at completion of the work

Sincerely,

Accepted:

Date:

David Schaffer  
Project Manager

\_\_\_\_\_

\_\_\_\_\_

# **Exhibit C**

ATTACH PAYMENT HERE

Exhibit "C"



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Sales Agreement QUARTERLY FOUNTAIN CLEANING

**MAB/LR - #721261**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 locations(s):

Quarterly cleaning and adjustment of five (5) fountains associated with **GROVES, CDD**, Land O Lakes, Florida

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.

- 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	\$	Included
2.	Cleaning of visible surfaces of fountain floats	\$	Included
3.	Cleaning and adjustment of nozzles and jets as necessary	\$	Included
4.	Cleaning of light lens	\$	Included
5.	Check anchor lines	\$	Included
6.	Adjust time clocks as necessary	\$	Included
7.	Lamp replacement labor during regularly scheduled visits	\$	Included *
	Total of Services Accepted	\$	<b>295.00 Quarterly</b>

**\*\* Lamps and additional parts will be invoiced separately.**

**A deposit of \$295.00 shall be payable upon execution of this Agreement**, the balance shall be payable **per quarterly invoices of \$295.00** 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 July 29, 2017.
- E. The terms and conditions 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.

CUSTOMER

Signed

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**MARK A BOSSARD, Regional Manager**

Name \_\_\_\_\_

## TERMS AND CONDITIONS

### Fountain Cleaning/Storage

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 with the exception of electric lamp bulbs. 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. LAKE DOCTORS agree 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, resetting tripped breakers and other common maintenance items.
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 LAKE DOCTORS and CUSTOMER and generally within 25' or less of lake or pool 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 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, LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. 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.
6. 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.
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 LAKE DOCTORS.
10. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking/reinstallation fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
11. 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.
12. 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.
13. 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.
14. 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.
15. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances.
16. 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.



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

# SERVICE ORDER

SALES REP: MAB

ACCOUNT/SITE GROVES CDD SANGUINELLI FTN MOTOR 2017		ACCOUNT # 721536
BILLING NAME		DATE 6-28-17
BILLING ADDRESS 3434 COLWELL AVENUE SUITE 288 TAMPA FLORIDA 33614		COUNTY # 52
CONTACT LARRY JAUCK, MARK BUFANO		PHONE # 813-428-5484
EMAIL ADDRESS LJAUCH@TAMPABAY.RR.COM clubhouse@THEGROVESCDD.COM		Email Invoice: <input checked="" type="radio"/> YES <input type="radio"/> NO
PO#	MANUFACTURER: AQM <input type="radio"/> AES <input type="radio"/> KAS <input checked="" type="radio"/> LF <input type="radio"/> OA <input type="radio"/> OTT <input type="radio"/>	

**SERVICE REQUEST** FOUNTAIN WILL NOT START

**NOTES** APPEARS POSSIBLE SURGE..THAT MAY HAVE CAUSED LIGHTS TO GO OUT AS WELL  
MOTOR OHMS , BAD CAPACITOR BAD

QTY	UNIT	DESCRIPTION	PRICE	EXTENDED
1	361001	MOTOR XSTREAM 1/2HP 120V		93.00
1	990500	MECHANICAL SEAL		11.26
1	990300	LARGE ORING		8.35
1	990275	CORD ORING		0.93
1	990280	BACK PLUG FOR TOP		2.25
1	990281	ORING FOR PLUG		0.29
1	999999	NEW OIL FOR 1/2HP		45.00
		SALES TAX EXEMPT CERTIFICATE ON FILE		

**SERVICED BY:**

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**SERVICE DATE:**

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<b>MATERIALS TOTAL</b>	161.08
<b>SERVICE CALL</b>	285.00
<b>SUBTOTAL</b>	446.08
<b>0 % STATE SALES TAX</b>	0.00
<b>FREIGHT</b>	25.00
<b>TOTAL</b>	471.08

The terms and conditions appearing on the reverse side form an integral part of this Service Order, and CUSTOMER hereby acknowledges that he/she has read and is familiar with the contents thereof.  
Pricing is valid thirty (30) days from date of quotation.

Rev 01/2016

**WORK AUTHORIZED BY:**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Ft Lauderdale (954) 565-7488    Ft. Myers (239) 693-2270    Jacksonville (904) 262-5500    Largo (727) 544-7644    Navarre (850) 939-5787    Ohio (937) 433-2942    Sarasota (941) 377-0658    South Carolina (843) 873-1911

Office Use Only: Emailed  Faxed  Date: \_\_\_\_\_

## Terms & Conditions Service Order

1. A 50% deposit shall be due payable upon execution of this Service Order should the total cost be over \$1,000.00. The balance shall be payable upon installation, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Service Order. The CUSTOMER acknowledges that this service order is executed in the state in which THE LAKE DOCTORS office conducting the work resides and therefore THE LAKE DOCTORS is not responsible for the payment of any out-of-state taxes except as required by law.
2. THE LAKE DOCTORS agrees to install and/or repair within a minimum of fifteen (15) business days from the date of the executed Service Order. If service is needed within five (5) business days at the time of the executed Service Order, CUSTOMER will be subject to an additional rate. The offer contained herein is withdrawn and this Service Order shall have no further force effective thirty (30) days from the date of quotation.
3. Equipment/parts sold by THE 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 with the exception of electric light bulbs. 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 THE LAKE DOCTORS or MANUFACTURER within Florida, it is understood that purchaser shall deliver such defective items to THE 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 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 orders or other performance criteria not directly related to proper mechanical function of the equipment.
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 pools 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 materials, or by other force majeure condition (whether or not of the same class or kind of 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, at its expense, shall maintain the following insurance coverage: a) worker's compensation with statutory limits, b) automobile and watercraft liability, and c) comprehensive general liability, including products liability and completed operations. Customers requesting to be named as additional insured or requesting hold harmless statements may be billed an additional amount to cover the cost of providing such additional coverage. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
9. This Service Order is not assignable by either party.
10. Termination of Service Order in writing by CUSTOMER after initiation of Service Order 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.
11. Quotations are made and orders accepted on a firm price basis provided CUSTOMER authorizes shipment and delivery within a period of ten (10) business days after execution of Service Order.
12. Special or custom orders are not returnable for credit. A special or custom order is defined by THE LAKE DOCTORS as any order deviating form, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
13. CUSTOMER warrants that he or she is authorized to execute the Service Order on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
14. THE LAKE DOCTORS reserve the right to impose a service charge of 1 ½ percent per month 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.
15. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Service Order, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
16. THE LAKE DOCTORS reserves the right to impose a fuel surcharge as may be necessary.
17. This Service Order 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.