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info@aquadocinc.com

**Submitted To:** Glennstone  
Attn: Tom Whisnat  
Glennstone Drive  
Durham, NC 27704

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Date: February 25, 2026

info@aquadocinc.com

Start Work: 2026

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The following proposal, when signed by both parties, constitutes a contract for the work described below:

### **Stormwater Repairs Dry Pond 1 Cattail Removal**

- **Option 1 (Summer Removal)** – The cattails will be cut as low as possible. Once they are cut, they will be removed from the basin and hauled offsite for disposal.

**Program Total: \$ 14,154.00**

- **Option 2 (Fall/Winter Removal)** – The cattails will be cut as low as possible. Once they are cut, they will be removed from the basin and hauled offsite for disposal.

**Program Total: \$ 11,747.00**

\*\*The price difference is due to seasonal working conditions. During the summer months, the project will take longer to complete because we must work around bees, wasps, snakes, and other problematic insects. We also need to be careful to avoid damaging beneficial plants, which are actively growing and more susceptible to foot traffic during this time.

In contrast, winter conditions are more favorable. Insects are not an issue, and most plants are dormant, making them less vulnerable to disturbance. As a result, the work can be completed more efficiently and with less risk of environmental impact.\*\*

[www.aquadocinc.com](http://www.aquadocinc.com)

*Working full time on Lake & Pond Management... So you don't have to.*



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## Stormwater Repairs Dry Pond 1 Cattail Removal

**(Summer Removal) - Program Total: \$ 14,154.00**

**(Fall/Winter Removal) - Program Total: \$ 11,747.00**

Payment Terms: 50% deposit due with contract. Balance due upon completion.

The terms and conditions on the next page are an integral part of this Agreement and the Customer hereby acknowledges that they have read and are familiar with the contents thereof. The price, payment terms, specifications, and conditions are deemed satisfactory and are hereby accepted upon execution of the contract below by both parties and its return to AQUA DOC Lake and Pond Management.

This contract is effective :

Please sign and return contract.

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

Chris Brewer  
AQUA DOC

\_\_\_\_\_  
Date

2/25/26  
Date

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## TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) are integrated into the proposal on the previous page (“**Agreement**”) between AQUA DOC Lake & Pond Management (“**Company**”) and the customer identified in the Agreement (“**Customer**”).

1. **Services.** Company will provide the professional services expressly identified in the Agreement (“**Services**”) in a commercially reasonable manner.
2. **Termination.** Neither Party may terminate this Agreement; provided, that a Party may terminate this Agreement upon the breach of the other Party, so long as the terminating Party notifies such breaching Party of the breach in writing and such breach is not remedied in full within 10 business days of receipt of such notice. In the event of early termination, Customer shall be liable for the entire Base Fee and all other amounts invoiced or otherwise chargeable to Customer, and Customer shall not receive any refund.
3. **Payment Terms.** Customer will pay Company the fees and any other amounts invoiced under the Agreement. Unless otherwise specified in the Agreement, Customer will pay all amounts within 30 days of invoice. Any repairs to damaged structures not specified in advance to Company by the Customer will be billed back to the Customer. Payments may be made by cash, check, or credit card; provided, that the Customer shall be charged a 3% fee for all credit card transactions. Finance charges of 1.5% per month shall apply to all invoices or other amounts past due by 30 days or more.
4. **Expenses.** Customer will reimburse Company for any out-of-pocket expenses related to the Services, which Company shall itemize with supporting documentation. Customer will have 30 days to review and contest such out-of-pocket expenses, and failure to contest during that period shall constitute Customer’s waiver of the right to contest such out-of-pocket expenses.
5. **Taxes.** Customer will bear all taxes, duties, and other governmental charges resulting from the Agreement as applicable.
6. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE.
7. **Indemnification.** Customer shall indemnify Company and its officers, directors, employees, agents, and affiliates (“**Indemnified Party**”), and hold them harmless from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys’ fees, costs of investigation, court costs and expert witnesses’ fees (collectively, “**Damages**”), arising out of any third-party claim arising out of or in relation to this Agreement or its subject matter, except those caused directly by the gross negligence, recklessness, or intentional misconduct of Indemnified Party.
8. **Disclaimer of Indirect Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER.
9. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY’S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING IN RELATION TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT FOR THE MOST RECENT TWELVE-MONTH PERIOD.
10. **Assignability.** Customer may not assign its right, duties, or obligations under the Agreement without Company’s prior written consent, which may be withheld in Company’s sole discretion.
11. **Governing Law.** The Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Geauga County, Ohio, in connection with any action related to the Agreement.
12. **Relationship.** Company will be and act as an independent contractor in the performance of the Agreement. Nothing herein contained shall constitute a partnership between or joint venture by the Parties or constitute any Party the agent of the other.
13. **Subcontractors.** Company may utilize subcontractors or other third parties to perform its duties under the Agreement.
14. **Force Majeure.** Any failure by any of the Parties hereto to carry out any of its obligations under the Agreement (except for the payment of any fees and expenses) shall not be deemed to be a breach of the Agreement or a default if such failure is caused by a Force Majeure event, including without limitation acts of God, wars, strikes, fires, floods, and other causes beyond the Party’s control.
15. **Confidentiality.** As used herein, “**Confidential Information**” means all confidential information disclosed by or otherwise obtained from Company to or by Customer, whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Except as otherwise permitted in writing by the Company, the Customer will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Company for any purpose and (b) limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.
16. **Miscellaneous.** This Agreement, together with the Terms and Conditions attached and incorporated by reference, comprise the entire agreement between the Parties. This Agreement shall expressly survive the termination hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A Party’s delivery of this Agreement may be effected by electronic transmission. If any provision of the Agreement shall be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.