

Vendor # 11518

**SERVICES CONTRACT**

CUSTOMER NAME: RISING SUN SCHOOL – KIM BRINKMAN  
PROPERTY NAME: RISING SUN SCHOOL  
CONTRACT DATE: 8/19/2021  
SUBMITTED BY: GARY HOOVER  
SPECIFICATIONS: Water Feature drain and clean and system troubleshooting

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$2,375.00**. The Customer shall pay 100% of this service fee upon completion of Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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Services Contract

Rising Sun School – Water Feature Drain and Clean - GH

Page 3 of 4



both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

RISING SUN SCHOOL

By: \_\_\_\_\_

By: SK 12

Name: \_\_\_\_\_

Name: Stephen Ruiz

Title: \_\_\_\_\_

Title: Director of Operations

Date: \_\_\_\_\_

Date: 1/21/22

**Please Remit All Payments to:**

1320 Brookwood Drive Suite H  
Little Rock AR 72202

**Customer's Address for Notice Purposes:**

510 Keystone Blvd.  
Patterson Ca. 95363

**Please Mail All Contracts to:**

2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451

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### **SCHEDULE A – SERVICES**

PROJECT SUMMARY: SOLitude will perform an annual thorough drain and clean of the water feature at Rising Sun School in Versalis, CA., including cleaning and re-starting gravel filter media. This proposal does not include repairs to the existing facility other than those outlined in the scope of work. In the event that future inspections reveal the need for additional work, Company will notify Customer immediately and will provide an estimate to complete the work.

#### **Specifications:**

1. Company will mobilize equipment and crews to site.
2. Company will perform a thorough annual drain and clean of water feature.
3. Company will perform a thorough annual cleaning of the features' gravel bed biological filter media.
4. Company will inspect and troubleshoot features pumping and filter systems.
5. Company will prepare a completion report with photographs documenting the maintenance conducted and a Maintenance Activity Report (MAR) for your records.

#### **Assumptions:**

1. Company will have free and unimpeded access to the work location.
2. Best efforts will be made to preserve habitat, fish and natural life.
3. No guarantees can be made with respect survivorship of existing critters.
4. Work will be completed in one (1) day onsite.
5. Price is based on a reasonable plan / field design of the specified work.
6. Should any additional issues be identified during work activity and inspections, Company will notify Customer immediately to discuss modified scope, related additional costs, and confirm project path forward.

#### **General Qualifications:**

1. Company and/or its sub-contractors will continue to maintain all appropriate licensing and training necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Company is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance and is a Certified Compliance Inspector of Water (CCIS).
3. Company is a National Stormwater Center Certified Stormwater Inspector.
4. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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