

1-800-432-4302

Vertex Water Features
A Division of Aquatic Systems, Inc.
2100 N.W. 33rd Street
Pompano Beach, Florida 33069
www.vertexwaterfeatures.com

Fax (954) 977-7877

Fountain Cleaning Agreement

This Agreement made the date set forth below, by and between **Vertex Water Features**, a division of Aquatic Systems, Inc., a Florida Corporation, hereinafter called "**Vertex**", and

Mr. Jim Fox
Waterstone
c/o Harris, Hooker & Huber, LLC
5511 Hansel Avenue
Orlando, Florida 32859
(407) 909-0600

One-Year Agreement**Start Date:** _____**Date of proposal:** December 10, 2010 DH-R

hereinafter called "Customer". The parties hereto agree as follows:

1. **Vertex** agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.
2. **QUARTERLY** (4) cleanings as required (approximately once every 90 days). Additional cleanings will be billed at time and materials.
3. **CUSTOMER** agrees to pay **Vertex**, its agents or assigns, the following sum for inspection and cleaning:

One 15 HP RingJet Floating Fountain	\$165.00	Quarterly
Includes Management Reporting	6% Sales Tax \$9.90	
	.5% Surtax \$ 0.83	
	\$175.73	Quarterly

Our service includes the inspection and cleaning of the following:			
Submersible Pump	Lights & Lenses	The Float	Display Heads, Jets & Rings
Vertex will clean the pump intake screens.	Vertex will scrape, clean and polish the lights.	Vertex will clean all surfaces of the float.	Vertex will clean each part and disassemble the parts, as needed to clean orifice impediments.
BULB REPLACEMENT: If bulb replacement is required during our scheduled fountain cleaning, Vertex will <u>automatically replace</u> the bulb and charge its Customers for <u>parts cost only</u> . If, however, a Customer supplies the bulbs, Vertex will charge a fee for bulb replacement.			
No parts or special repairs are included in our cleaning agreement. By charging for cleaning, Vertex does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.			

The above price is effective for 30 days from the date of this proposal.

1. If **CUSTOMER** requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to **CUSTOMER**.
2. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by **BUYER**.
3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to **CUSTOMER**. If this cleaning/maintenance agreement is part of a corresponding installation agreement, the cleaning/maintenance services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.
4. Customer agrees that the services to be provided are for the benefit of **CUSTOMER** regardless of whether **CUSTOMER** has direct legal ownership of the work areas specified. In the event that **CUSTOMER** does not directly own the areas where services are to be provided, **CUSTOMER** warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold **VERTEX** harmless for the consequences of such services not arising out of **VERTEX** sole negligence.
5. 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 fires, floods, strikes, riots, war, acts of God, accidents, material

unavailability, governmental order and/or regulations, Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

7. Termination. Either party may terminate this agreement without cause by providing a 30 (thirty) day written termination notice to the other party. Any work performed up to the termination date shall be billed as per the attached schedule and noted as a final invoice for services performed.

8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

9. Collection terms are net 30 days from invoice date. In consideration of VERTEX's providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys' fees. ASI may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be made payable to Aquatic Systems, Inc.*

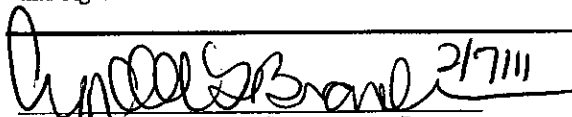
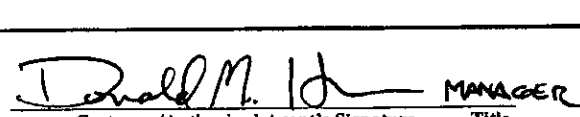
10. Automatic Extension. None.

11. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.

12. This Agreement constitutes the entire agreement of the parties hereto and 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 VERTEX and the CUSTOMER.

13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.

14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

	
Vertex Water Features' Signature A Division of Aquatic Systems, Inc.	Customer/Authorized Agent's Signature
Date	Title
DONALD M. HUBER	2/7/11
Print Name	Date
HARRIS HARKER E. HUBER, LLC	
Print Company Name	