

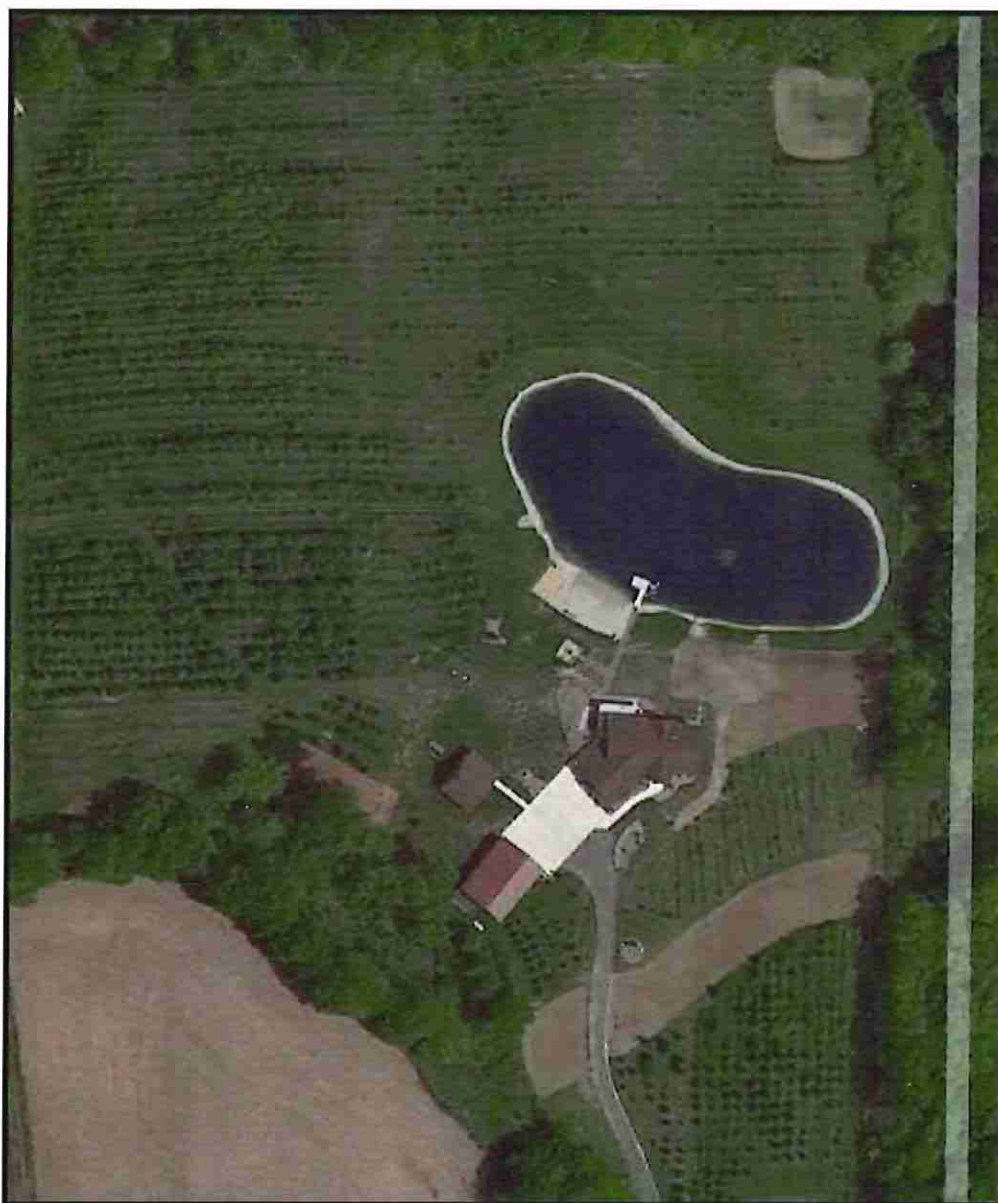


Lake & Pond Resource LLC

"Providing Professional Resources for Management of Your Lake or Pond"

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

Jim Wilbert
Pond Management Proposal



Prepared By:
Zachary D. Haas
Director of Operations, Senior Aquatic Biologist
Wisconsin Lake & Pond Resource LLC
November 2, 2021

Toll Free: 866-208-0724
www.wisconsinlpr.com

N7828 Town Hall Rd.
Eldorado, WI 54932
Phone: (920) 872-2032
Fax: (920) 872-2036



Wisconsin

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November 2, 2021

Jim Wilbert
22428 W Steinthal Road
Kiel WI 53042

Re: 2022-2024 Pond Management Proposal

Dear Jim,

Thank you for allowing Wisconsin Lake & Pond Resource LLC the opportunity to provide professional pond management tools and services for your private pond. Our recommendations are based off typical ponds, goals of many pond managers, and our meeting on site.

To establish a pond management plan that is best suited for the size and shape of the pond as well as a plan that creates a healthy and sustainable ecosystem, we must follow steps. Based on recommendations provided and timing of the season, an outline of the steps that we recommend taking towards creating aesthetically pleasing and healthy ponds is found below.

Your Next Step:

1. Review pond management proposal
2. Consult WLPR with questions or proposal alterations
3. Discuss and choose a management plan and/or products
4. Upon acceptance of a plan, sign and return Aquatic Management Services Agreement
5. Apply for DNR Aquatic Plant Management permit with the assistance of WLPR
6. Down payment for yearly pond management services due upon receipt of invoice (30% of proposed budget - used as a credit towards your invoices)

Please note that there are many recommendations within the included proposal, if you have any questions, please call (920) 872-2032 or email zach@wisconsinlpr.com. Wisconsin Lake & Pond Resource LLC once again would like to thank you for your interest in our pond management services. We look forward to earning your business.

Sincerely,

Zachary D. Haas
Director of Operations, Senior Aquatic Biologist
Wisconsin Lake & Pond Resource, LLC



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Facts and Findings

- The pond is approximately 0.71 acres in size
- Main purposes of management are to maintain aesthetics, water quality, and sustain a healthy fishery
- A two diffuser aeration system is currently present in the pond, and one diffuser is placed under the dock for winter operation and to prevent heaving of dock
- Algae was present during our site visit

2022-2023 Pond Management Plan Options

1) Option 1: Integrated Pond Management Plan (Proactive Recommended Option)

This option would relieve you of the management requirements and WLPR would provide full-service management monthly (April-September). We estimate the seasonal products required so you can develop a budget, and our biologists will determine which products should be applied during each inspection. This plan includes the use of pro-active enzymes and bacteria to overall improve the health of the pond as well as monitoring and treating nuisance algae and vegetation if necessary. After each visit, you will receive a written report of biologist observations, notes, and actions.

• Integrated Pond Management (6 visits- \$195.00/visit)	\$1,170.00
○ 6 Monthly Scheduled On-site Visits	
○ Yearly On-site Evaluation w/ Biologist	
○ Yearly Management Evaluation	
○ Detailed End of Year Report	
○ Licensed and Trained Professional Applicator	
○ Advanced Notification and Post-Site Visit Reports	
○ DNR Treatment Permit	\$24.50
• Proactive Management Tool/Products	
○ Pond Colorant (Black and/or Blue)	\$350.00+/-
○ Water Clarity and/or Sediment Reducing Bacteria	\$550.00+/-
○ Water Quality Enzymes	\$350.00+/-
○ Water Clarifier Application	\$600.00+/-
• Reactive Management Tools/Products	
○ Algacides/Herbicides	\$400.00+/-
○ Cattail/Willow Applications	\$75.00+/-
Recommended Integrated Management Budget-	\$3,750.00+/-

*Product amounts are based on biologist's observations and manufacturers labeled application rates

*Quantities of products vary depending on what is observed per site visit

*Budgets are for planning purposes only. A goal of 10-15%+/- of a budget is expected

*Prices subject to change

*Taxes not included



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2) Annual Aeration Maintenance

In order to keep your system operating properly, we highly recommend that the system be maintained once per year, and twice if run throughout the winter. Given that half of your system runs in the winter we would recommend servicing the unit twice per year with the fall maintenance being when our staff would move the right diffuser underneath the dock. Maintenance includes cleaning of the aeration cabinet, routine maintenance of the compressor, and cleaning of diffusers. Below is a breakdown of cost for this service.

• Spring Aeration Maintenance	\$300.00
• Fall Aeration Maintenance	\$300.00
Recommended Annual Aeration Maintenance Budget	\$600.00

Thank you again for your interest in



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12/2/2021

AQUATIC MANAGEMENT SERVICES AGREEMENT

This Aquatic Management Services Agreement ("Agreement") is made between Wisconsin Lake & Pond Resource, LLC (WLPR) and **Jim Wilbert** (Customer) on the last date subscribed below, for management of the waters of Customer's pond(s) located at **22428 W Steinthal Road, Kiel WI 53042** ("Pond").

1. Service and Schedule.

WLPR agrees to provide Aquatic Management Services listed below to the Customer for the Pond(s). Detail found in the **2022 Pond Management Proposal dated November 2, 2021**. Customer agrees to retain WLPR as the exclusive provider of these services throughout the term of this Agreement: **January 1, 2022-December 31, 2024**

MANAGEMENT SERVICES			<i>Estimated Budget</i>
Integrated Pond Management*	<input checked="" type="radio"/> Yes	<input type="radio"/> No	\$ 3,750.00 +/-
6 Scheduled Visits May through September			

OTHER			<i>Estimated Cost</i>
Annual Aeration Maintenance	<input checked="" type="radio"/> Yes	<input type="radio"/> No	\$ 600.00

* Prices Subject to Change. Taxes Not Included. Agreement void if not signed within 90 days of Agreement Date. Estimated Annual Cost is Total of Above Selected Items

Down Payment Required	
Annual Management Services (Per year, credit towards first 4 management invoices.)	\$ 975.00

12/10/2021 Paid \$975.00 online

Customer Signature James A Wilbert
James A Wilbert (Dec 3, 2021 06:36 CST)

2. Billing and Payment Terms.

- A. Customer shall make a down payment of the Selected Management Program, Services and Equipment. Customer will be invoiced upon receipt of signed "Aquatic Management Services Agreement" for the corresponding management season and after January 1 for each subsequent management season through-out the term of the agreement. The down payment must be paid upon receipt.
- B. Customer will be invoiced after each scheduled service for the remainder of the corresponding management season. Such invoices will be due upon receipt.
- C. Additional services requested by the Customer that are outside of the scope of this Agreement shall be billed at a flat rate of \$100/hour per employee, plus travel/mileage and cost of materials.
- D. The Total Budget has been established based on multiple criteria. While the recommended budget is required to successfully manage the Customer's Pond, WLPR reserves the right to request an increase in the Total Budget amount to meet the needs of unforeseen or changed circumstances. Customer also has the right to request adjustments to the management services being performed, with a corresponding change to the Total Budget amount. Any request under this paragraph shall be made in writing, after which the parties will discuss the requested changes in good faith.
- E. Failure to pay any amounts invoiced by WLPR within 30 days of receipt of the invoice shall result in a one-time late payment fee of \$15, and shall be subject to finance charges of 1.5% per month until payment is made.

3. Cancellation

- A. Customer may cancel this Agreement mid-term. If Customer chooses to cancel the Agreement mid-term, Customer shall not be entitled to reimbursement of any amount already paid to WLPR, and shall remain liable for amounts due but not paid for work already performed. Customer further agrees and acknowledges that premature cancellation of the Agreement would cause damage to WLPR, which damages are difficult to ascertain with certainty. As such, should Customer choose to cancel the Agreement, it shall pay liquidated damages to WLPR in the amount of 10% of the remaining unpaid price (unless exemptions are agreed upon by both parties in writing prior to March 31 of that year).
- B. WLPR reserves the right to cancel this Agreement immediately for cause, which includes but is not limited to Customer's failure to pay amounts due under this agreement in a timely fashion. WLPR further reserves the right to cancel this Agreement without cause upon 30 days' written notice to Customer.

4. WLPR Responsibilities.

WLPR shall work with the Customer to provide an aquatic management program suited to fit the needs of Customer's Pond and Customer's intended use for the Pond. WLPR shall provide trained, insured and

licensed staff to perform the aquatic management services listed in this agreement. WLPR shall perform all management services, including the application of aquatic pesticides, algacide/herbicide, pond colorant, bacteria and enzyme supplements, or any other treatments in a professional fashion in accordance with governing state and federal laws, rules, permits and/or licenses, and regulations and manufacturer and industry standards. WLPR will comply with the labeled requirements of all E.P.A registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label.

5. Customer Acknowledgements and Responsibilities.

- A. Customer understands and acknowledges that there is a risk of environmental loss inherent in any aquatic management program. This risk extends to both plant and wildlife. Customer acknowledges that any such loss caused by the aquatic management shall be Customer's sole responsibility.
- B. WLPR shall work with Customer to tailor a management program best suited to Customer's intended use for the Pond. Notwithstanding the above, WLPR cannot control for all variables, and therefore does not guarantee that its management services will ensure that the Customer's Pond and waters will be fit for Customer's intended use. Customer acknowledges this fact and accepts responsibility for any claim, loss or damages of whatever nature incurred in connection with any alleged failure of fitness for intended use.
- C. To the extent Customer's intended use of the Pond is as a swim pond, Customer understands that, even with a proper aquatic management program, there is a risk that the waters of the Pond may be potentially unsafe for swimmers on any given day due to environmental and other external factors outside of WLPR's control. Customer acknowledges this fact and accepts responsibility for any claim, loss or damages of whatever nature incurred in connection with the use of the Pond as a swim pond.
- D. It is Customer's responsibility to provide WLPR and its agents with adequate access to Customer's property for the purposes of management services. WLPR shall not be responsible for damage to property, including but not limited to structures, curbs, sidewalks, driveways, patios, lawns, shrubs, trees, tree limbs, sprinkler systems and appurtenances, retaining walls, fencing, septic fields and tanks, or any other improvement to Customer's property or any neighbor's property while performing management services, or any other persons or things not within the control of WLPR.
- E. It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. Customer agrees to obtain a DATCP Fish Farm License or allow WLPR to obtain DNR permits prior to commencement of aquatic management services performed by WLPR. Upon request by the Customer, WLPR will provide assistance with applying for necessary permits or license.

6. No Warranty for Management Services.

WLPR will work to develop an aquatic management program that meets the Customer's goals for the intended use of the Pond. However, due to the number of environmental and other variables that may affect the condition of Customer's pond that are outside of WLPR's control, WLPR does not make any

warranty or guarantee with regard to the management services, and nothing in this agreement shall be construed as a representation made or warranty given by WLPR. **THE SERVICES PURCHASED UNDER THIS AGREEMENT ARE THEREFORE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7. Indemnification

- A. General. Customer agrees to defend, indemnify and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, including actual attorneys' fees expended in WLPR's defense, that may be brought by any third party against WLPR, relating to the management services provided pursuant to this Agreement. Such indemnification includes but is not necessarily limited to claims related to injury or death resulting from or related to, or arising from in any way whatsoever, Customer's ownership, use or enjoyment of the Pond.
- B. Adherence to Pond Cleanliness Laws, Rules and Regulations. Customer agrees to defend, indemnify for and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, including actual attorneys' fees expended in WLPR's defense, that may be brought by any third party against WLPR, directly or indirectly relating to any failure to abide by any laws, rules and regulations relating to Pond cleanliness. Such indemnification includes but is not necessarily limited to claims related to injury or death resulting from or related to, or arising from in any way whatsoever, any alleged failure by Customer to adhere to pertinent laws, rules and regulations.
- C. Use as Swim Pond. Customer agrees to defend, indemnify and hold WLPR harmless against any claim, demands, losses, liabilities, actions, lawsuits, arbitrations, or expenses of whatever nature, including actual attorneys' fees expended in WLPR's defense, that may be brought by any third party against WLPR, relating to either the private or commercial use of the pond for swimming. Such indemnification includes but is not necessarily limited to claims related to injury, illness or death resulting from or related to, or arising from in any way whatsoever, Customer's use of the pond as a swim pond, or for Customer's decision to allow others to swim in the pond.

8. Default

If Customer defaults on any payment set forth above, in addition to any other remedies allowed by law, WLPR shall have the right to institute suit seeking collection of such amounts. All disputes relating to the Customer's failure to pay shall be subject to the jurisdiction of and brought before Wisconsin State Circuit Courts. Customer shall be responsible for all court costs and fees, including reasonable attorneys' fees, incurred by WLPR in collecting unpaid amounts.

9. Miscellaneous.

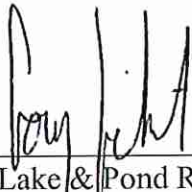
- A. This Agreement is the full and final expression of this Management Agreement between the parties, and all prior written or oral agreements between the parties are superseded, null and void. This Agreement may not be changed or amended in any fashion, except in a writing signed by both parties.

Customer: Jim Wilbert

- B. The parties represent and acknowledge that they have had sufficient time to review this Agreement, and have reviewed and understand each and every term of this Agreement. The parties voluntarily enter into this Agreement with full knowledge of its contents.
- C. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, assigns and legal successors of the parties hereto.
- D. If any term of this Agreement is adjudged invalid or unenforceable, the remaining terms of the Agreement shall remain in force and effective.
- E. This Agreement may not be assigned by either party without the express written consent of the other party.
- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

CAUTION

THIS AGREEMENT CONTAINS WARRANTIES, INDEMNIFICATION PROVISIONS, CONTRACTOR LIEN NOTICES AND DISPUTE RESOLUTION AGREEMENTS, AND AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY AND UNDERSTAND THE ENTIRE AGREEMENT BEFORE SIGNING!



Wisconsin Lake & Pond Resource, LLC
By: Cory Zickert, Owner

December 2, 2021

Date

James A Wilbert
James A Wilbert (Dec 3, 2021 06:36 CST)

[Customer Authorized Signature]

Dec 3, 2021

Date of Acceptance

Billing Address same as Pond Address ☒ Yes ☐ No (If no, please fill in)

Phone Number: 920-946-1196

Send Visit Notifications and Treatment Records to:

Name: James A Wilbert Email: jwilbert56@gmail.com

