

POND PRESCRIPTION IMPLEMENTATION AGREEMENT

_____, 20__

This Agreement is entered into by and between the undersigned pond owner and The Pond People® distributor (hereinafter referred to as “distributor”), to provide recurring products/services to the pond owner, according to the terms and conditions of this Agreement. The Pond People® trademark has been sublicensed to the distributor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we agree as follows:

Distributor Responsibilities

1. Ship (or arrange for shipping) the purchased products, to the pond owner, in time to follow the pond prescription.
2. Maintain file on each pond owner to track pond condition.
3. Provide access to service professionals in order to fulfill pond prescription.

Pond Owner Responsibilities

1. Don't assume or guess; ask for help.
2. Follow the pond prescription.
3. Obtain permits, as necessary, for the implementation of the pond prescription.

Pond Products/Services per Pond Prescription

Please see attached Exhibit A.

Five-Year Price Guarantee

The pricing in Exhibit A shall apply for the term of this Agreement. If the Consumer Price Index increases by more than 7% in any given year, distributor has the option of increasing prices accordingly, proportionate to its increase in costs.

Automatic Billing

By entering into this Agreement, you agree to have distributor (or his successor) charge the above product pricing to your credit card. Your credit card will be charged the price(s) per Exhibit A, on or before your shipping date, for the first year and subsequent years, unless you cancel the Agreement. You agree to supply us with updated credit card information, should you change credit cards, or when the card given below expires. Alternatively, you may be invoiced and pay by cash/check by placing on ‘X’ on the line below.

Your credit card information is as follows:

Name on credit card: _____

Master Card/Visa (circle)

Expiration date: _____

Card Number: _____ - _____ - _____ - _____

Three digit code on back of card: _____

_____ Check here if you would prefer to be invoiced.

Our Exclusive Visible Algae Guarantee

Beginning after the second full year of your pond management plan (in most cases, beginning with the fourth year of your Prescription), if you follow the preventative protocol in the Prescription, and use the recommended algaecides at a rate of more than 50 pounds per acre foot (per year) to kill visible algae, we will cover the materials and labor for any additional algaecides needed during that year to kill visible algae. This guarantee excludes rooted algae, algae that produce pond scum, bottom growing algae, and planktonic algae. This guarantee does not apply to retention ponds, ponds with a maximum depth of seven (7) feet or less, or ponds testing positive for copper and/or atrazine. This guarantee does not apply to pond owners purchasing algaecides in bulk or pond owners choosing to be service account clients. The guarantee requires us, the distributor, to apply the algaecides. The guarantee is cumulative; this means if you use algaecide, in an amount lower than the amount required to receive the guarantee during a season(s), you are required to ‘catch up’ that shortfall before the guarantee applies.

Pricing Guarantee

If you find an equivalent preventative product (bacteria, boost, dye), for less cost than your prescription amount, we’ll give you our related product free for one year and beat the equivalent product’s price by 10% for all subsequent years.

Renewal of Agreement After Five Years

This Agreement shall renew every five years, unless cancelled by the distributor or the pond owner. Distributor will retest the pond, and write a new prescription for the pond, every five years. The new pond prescription, and related new pricing, shall apply for the subsequent five years. This process shall continue indefinitely, unless the Agreement is cancelled.

Distributor Annual Shipping Commitment

Annually, the distributor will ship a season supply of products, directly to the pond owner, within three weeks after the pond owner’s credit card has been charged (or pond owner has been invoiced) by the distributor. Distributor will maintain the inventory for service account clients.

General Provisions

1. Entire Agreement. This Agreement represents the entire Agreement between the parties, superseding all other prior agreements and/or understandings between the parties. This Agreement may only be amended, or supplemented, by an agreement, in writing, signed by the parties.
2. Successors In Interest. Pond owner agrees that distributor may assign this Agreement to another distributor, or to another company. Should distributor assign this Agreement, the benefits, rights and responsibilities of this Agreement shall inure to the benefit of, and shall be binding upon, the successor.
3. Severability. If any provision of this Agreement is held invalid, void, or unenforceable, by any court of competent jurisdiction, the remaining

provisions shall continue in full force and effect without being impaired or invalidated in any way.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Cancellation of Agreement by Pond Owner. This Agreement may be cancelled at any time by the pond owner, by sending written notice to the distributor. Upon receipt of any unused, unopened, salable products, distributor will reimburse pond owner the price paid for these products; we will not buy back leftover product, except algacides. It is the pond owner's responsibility to return the products if reimbursement is desired.
6. Cancellation of Agreement by Distributor. This Agreement may be cancelled by the distributor, at any time after distributor has fulfilled Distributor Responsibilities above, by sending written notice to the pond owner. Upon cancellation, there shall be no further obligations of any of the parties.
7. Notice. Except as may be provided otherwise in this Agreement, any notice, demand, instruction, claim, or other communication concerning this Agreement to be given to any party hereunder shall be in writing and sent by U.S. certified mail, return receipt requested, to the party(s) at the addresses listed below their respective signatures. All correspondence shall be deemed completed and received three (3) business days after depositing in the U.S. Mail. For any correspondence to be effective, it must be mailed within the continental United States. Any party hereto may change the address at which it is to be sent any correspondence, by notice thereof to the other party(s) as provided herein.
8. Other Products Fulfilling Orders. Distributor shall have the right to fulfill orders with competitive products as long as these products are at least of the same quality and performance as the products ordered.
9. Limit of Liability/Claims. Any claims against the manufacturer/distributor shall be limited to the cost of the products purchased by the pond owner in the year of the claim. There shall be no liability whatsoever with respect to pond owner leaving his/her aeration system on to keep a hole(s) through the ice. Furthermore, for products manufactured for/by The Pond People®, manufacturer/distributor shall have no liability whatsoever.
10. Jurisdiction. Jurisdiction shall be in Outagamie County, Wisconsin.

In witness whereof, pond owner and distributor have executed and delivered this Agreement this ____ day of _____, 20__.

Pond Owner:

Printed Name:

Distributor:

Schara & Associates, Inc.

Distributor Contact Information:

Address:

N4833 Misty Meadow Road
Seymour, WI 54165

Phone: 920-739-0829; Fax: 920-788-5618

E-mail: info@pondpeopleonline.com

Web: www.pondpeopleonline.com

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