Cypress Creek Pest Control, Inc. P.O. Box 690548, Houston, TX 77269 Ph: 281-469-2679 Fax: 281-469-4720

e-mail: nobugs@cycreekpestcontrol.com

2011 Renewal of Mosquito Control Agreement

December 8, 2010

BELLAVITA AT GREEN TEE % AMI 5295 HOLLISTER HOUSTON, TX 77040



YPRESS CREEK PEST CONTROL, INC. just finished our 42nd year of providing mosquito control service in the Houston rea. During that time we have progressed from pulling a thermal fogger behind a tractor to a fleet of 25 state of the art truck nounted ULV foggers.

YPRESS CREEK's fogging operation was overseen by Zach Ivey, who is the grandson of Cypress Creek's founder, Jim Ivey and the third generation of Ivey's to work in the company. Zach, like his mother and father, Suzanne & Mark Ivey, is a graduate of Texas A & M University.

THIS season started out as one of the wettest on record, but ended in a moderately dry fall. CYPRESS CREEK hopes you were atisfied with our work in which we strive to provide quality dependable serivce

THIS coming year, we will have to comply with a new interpretation of the Clean Water Act by the 9th Federal Appeals Court in California. Cypress Creek has attended several meetings in Austin at the Texas Commission on Environmental Quality which is writing the Texas Regulations to comply with the 9th Appeals Court Ruling.

DVER the last decade as the surrounding open land has developed, our mosoquito populations in the Houston area have evolved and we are now finding more sewer and basin dwelling mosquitos than the flood water and rice field mosquitos. To meet this hallenge, CYPRESS CREEK PEST CONTROL, INC. has started developing and offering larvaciding programs to the communities we service, as well as fogging. If your community or association is interested in a larvaciding program to aupplement your mosquito control, please contact Suzanne, Zach, or Hunter at 281-469-2679.

F YOUR COMMUNITY HAS GROWN in the last few years, our map file may not show this growth. To Insure that our nosquito control program is protecting all sections of the community, please send us a current map so that we can provide you proper coverage and pricing.

CYPRESS CREEK PEST CONTROL, INC. would like to renew your existing contract at the rate below for the year 2011 (price based on the map on file with Cypress Creek Pest Control, Inc.). If the Board wishes to renew this contract for the 2011 season, blease sign in the space below agreeing to renew your mosquito control service for the year 2011 and return a copy of this letter o our office. Should you have any quesitons, please contact us at 281-469-2679.

o our office. Should you have any questions a		
Respectfully, Juganno Joeg Suzanne Ivey Vice President		
We agree to renew our mosquito control service for 2	011	2x Week
BELLAVITA AT GREEN TEE	(50729)	\$66.00 plus tax, (if applicable) per application*
P.H. Glad Shape about	Apri	1 1st Through October 30th
Roman GERLACH EMETHERTH WOOD Print Name	*Cypress Cre the price 5%	tek Pest Control reserves the right to increase if fuel prices increase 25%.
281-464-3150 Day Phone		
	OU ARE TAX	EXEMPT, PLEASE INCLUDE A TAX EXEMPT
Algorithmic CE	RTIFICATE O	R YOU WILL BE CHARGED TAX.
Nancy Triggs Contact Person # 5680		
Gate Code (if applicable)		

PLEASE INCLUDE A CURRENT MAP OF YOUR COMMUNITY

Licensed and Regulated by: Texas Dept, of Agriculture PO Box 12847 Austin, TX 78711 Ph: 866-918-4481 Fax: 888-232-2567

MOSQUITO CONTROL AGREEMENT

- 1. The purties to this Mosquito Control Agreement are <u>Bellovita @ Green Tee</u> (hereinafter, the "Association") and Cypress Creek Pest Control, Inc. (hereinafter, the "Contractor"), a Texas Corporation, with principal offices in Houston, Harris County, Texas.
- 2. In consideration for the payments to be made by Association to Contractor, as recited herein below, Contractor shall be responsible for providing mosquito control spraying for the Bellovita (a) Green Tes subdivision in Hurris County, Texas. Association shall attach hereto us Exhibit "A" a map, plut or chart, showing the layout of the said subdivision.
- 3. Contractor shall perform spraying twice every week commencing on <u>April 1. 2006</u> and ending on <u>October 30. 2006</u> weather conditions permitting, and in case of bad weather, as soon thereafter as is practicable. However in the event the Association determines that additional sprayings are not caused by faulty work or breach or warranty by Contractor, Association may request Contractor to make additional sprayings at the agreed upon rate per spraying.
- 4. The Association shall pay a consideration of \$60.00 (plus tax, if applicable) per spraying visit to Contractor for each actual visit made by Contractor to the Bellavita @ Green Tee subdivision for complete spraying. The Contractor shall submit invoices on the first of each month. Invoice terms shall be not fifteen (15) days.
- 5. Contractor hereby warrants that the spraying work to be performed shall be in accordance with the chemical labeling.
- 6. Contractor is to provide:
 - (a) All necessary equipment;
 - (b) Equipped, trained, and competent persumed adequate for the performance of Contractor's duties herounder;
 - (e) Public liability and property damage insurance with limits of \$300,000.00 for damage resulting to one person, \$300,000.00 for damages resulting from one cusualty, and \$50,000.00 property damage insurance for damages resulting from one occurrence;
 - (d) Responsibility for all existing local, state and federal regulations relating to work performed under this contract.
 - (e) Workmun's Compensation Statutory
- 7. Contractor shall indomnify and hold harmless the Association against any and all liability which may be incurred by Association arising from work performed under this contract, or from work which was to have been performed by Contractor under this contract, but which Contractor omitted to perform.
- 8. Association hereby expressly disclutus any liability whatsoever or responsibility of any kind with respect to the choice of judgment exercised by Contractor in his determination of what chemicals or other materials used by Contractor in performance of the work provided for by this contract.
- This contract will be for the year 2006; however, this contract will renew itself automatically on a year to year basis, unless written notice of cancellation is ant to either party by the other party prior to January 31 of each succeeding year.
- 18. It is the express agreement and understanding of the parties that Contractor is in all respects an independent contractor of Association, and shall not be deemed in any minuter to be acting as an agent or employee of the Association.
- 11. Association designates the agent named herein below in this paragraph as its agent for the performance of Association obligations under this contract All correspondence between the parties shall be sent to the numes and addresses shown herein below. Any notice required under by provisions within this contract shall be deemed to have been sent if its mailed to the appropriate address shown herein below.

For Association: Bellavita @ Green Tee % AMI 9575 Katy Freeway #130 Houston, TX 77024

For Contractor:

CYPRESS CREEK PEST CONTROL, INC.

8722 Rockmore

Houston, TX 77064

- 12. The parties hereby warrant to each other that the person or persons signing below is or are principal(s), officer(s), or otherwise duly authorized agent(s) to enter into this agreement for the party for whom such person or persons is or are signing.
- 13. This contract may be canceled by either party, provided by written notice of such cancellation is given to the other party thirty (30) days prior to the effect of the cancellation date.

IN WITNESS WHEREOF, this Mosquito Control Agreement has been executed in duplicate opinion, this / GACL 9 day o

ONTRACTOR
PRESS CRUEK PEST CONTROL INC

(Please sign both copies and return one to us for our files)