

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is made effective as of June 10, 2013, by and between Round Lake Property Owners Association of PO Box 1070, Hayward, WI, 54843 and Northern Environmental Compliance, Inc., of 12875 W. State Road 77, Hayward, WI 54843. In this Agreement, the party who is contracting to receive services will be referred to as "RLPOA" and the party who will be providing the services will be referred to as "NEC".

1. **DESCRIPTION OF SERVICES.** Beginning June 10, 2013, NEC will provide to RLPOA the services described in the attached Exhibit (collectively, the "Services").
2. **PAYMENT FOR SERVICES.** In exchange for Services RLPOA will pay NEC according to the following schedule:
 - A) After completion of first lake treatment service. (within ^{30 ~~15~~ days} ~~15~~ days)
 - B) After completion of any follow up treatment services. (within ^{30 ~~15~~ days} ~~15~~ days)
 - C) For direct expense of chemicals (within ^{30 ~~10~~ days} ~~10~~ days of receipt of expense documentation) ^{30 ~~10~~ days} ~~10~~ days
3. **TERM.** This Agreement will terminate automatically upon completion by NEC of the Services required by this Agreement.
4. **CONFIDENTIALITY.** NEC, and its employees, agents, or representatives will not at any time manner, either directly or indirectly, use for the personal benefit of NEC, or divulge, disclose, or communicate in any manner, any information that is proprietary to RLPOA. NEC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
5. **WARRANTY.** NEC shall provide its services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in NEC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to NEC on similar projects.
6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
8. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
11. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
12. **ASSIGNMENT.** Neither party may assign or transfer this Agreement without prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

Round Lake Property Owners Association

By: Thomas H. Wolf

Tom Wolf

President RLPOA

Service Provider:

Northern Environmental Compliance, Inc. (NEC)

By: Thomas Connell

Tom Connell

Principal

Attachment: Exhibit A