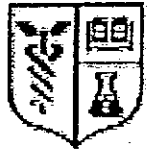


7153



**UMDNJ**  
UNIVERSITY OF MEDICINE &  
DENTISTRY OF NEW JERSEY

for Legal Review

**CONTRACT APPROVAL FORM**

RECEIVED

**Date:** June 5th, 2009  
RE-SUBMIT 6/25/2009

JUN 12 2009

UMDNJ  
Office of Legal Management

**Vendor Name:** AQUARIUM CARE PROFESSIONALS, LLC  
West Long Branch, N.J. 07764

**Requisition#:** R 0182835

**Contract#:** C09-584

**Bid/Waiver#:** None

**Buyer** Dennis Fountain

**Comments:** Service Contract (Terms & Conditions)  
May 1st, 2009-April 30/2010

*OK for Final to sign*  
*MP 7/2/09*



**AQUARIUM CARE**  
PROFESSIONALS LLC

**Cancer Center**  
**SERVICE CONTRACT OUTLINE**

An Outline of Services Offered by Aquarium Care Professionals llc

p.732.660.7200  
fx.877.771.3953

sales@aquariumcarepro.com

197 Wall Street, West Long Branch, NJ 07764

W W W . A Q U A R I U M C A R E P R O . c o m



## **Detail of Services**

### **Livestock Care**

- All Livestock will be visually examined & fed in order to assure good health & eating habits.
- Any Livestock determined unhealthy will be more closely inspected and monitored to determine the proper course of action.
- All dead or dying livestock will be removed & properly disposed of.
- All new Livestock will be acclimated & introduced during visit
  
- ❖ ACP may recommend that an auxiliary isolation aquarium be installed for any fish requiring isolated medication & monitoring.

### **Décor Care**

- The interior Décor will be visually inspected for cleanliness &/or damages.
- All Décor will be hand cleaned of algac & detritus (fish waste).
- All interior acrylic panels will be cleaned of algae using acrylic safe equipment.

### **Exterior Inspection**

- The exterior of the aquarium will be visually inspected and cleaned using acrylic-safe cleaning products & equipment.
- The exterior of the cabinetry will be examined and cleaned of any water deposits, etc.
- All Lighting & support equipment on the exterior of the aquarium will be examined & tested to ensure a properly working system.
  
- Any damages or signs of excessive wear to the aquarium system will be noted

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### Life Support & Filtration System Care & Maintenance

- All Filtration equipment will be examined to ensure a properly functioning system.
- All necessary water parameters will be checked, noted and adjusted (if necessary) to assure good Livestock health.
- These parameters include: Temperature, pH, Nitrate, Salinity, Water-Hardness, ORP, (Ammonia, Nitrite, & Copper levels to be checked when necessary).
- Any necessary adjustments to the water parameters will be performed & documented at the time of visit if possible.
- All equipment requiring weekly service will be attended to.
- Salt-water will be removed & replaced w/ new Salt-water at a rate of approximately 40% of the total system volume/ month unless conditions dictate larger water-changes are required.

### Task Chart

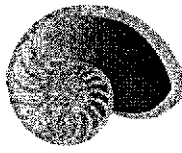
Description of Work	Weekly	Bi-Monthly	Monthly	Annually
Approx. 25% Water Change		X	X	
Mechanical Cartridge changed		X	X	
Poly-Drain Bags cleaned		X	X	
Protein Skimmer cleaned		X	X	
Sumps cleaned & vacuumed			X	
Chiller blown-out		X	X	
R/O cartridges replaced		X*	X	
Electronic probes cleaned & calibrated			X*	
Un-sealed motors oiled (if necessary)				X*
Carbon changed in Mechanical filters		X*	X	
Decorative Coral forms cleaned			X	
Interior & Exterior of Aquarium cleaned			X	
Lighting Bulbs replaced				X*
U.V. bulb replaced				X
Filter Room cleaned			X	
R/O membrane replaced				X

\* Frequencies will vary depending on system conditions

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### **Supplies Included in this Agreement;**

1. Breakdown of existing aquarium
2. Removal of existing decorations and replacement of new ones
3. Fish for aquarium\*
4. Bleach
5. Super-Activated Carbon
6. Marine Buffer
7. Aquarium Salt-mixture
8. Test Chemicals
9. Aquarium Cleaning Tools
10. Basic Foods

### **Labor Included in Service Proposal**

This proposal includes on-site labor Two times per Month for duration of 1-1.5 hours each visit. During each visit all duties will be performed and logged into our records as well as yours.

#### **Labor breakdown-**

- .75 hours to clean the interior and exterior of the aquarium exhibit.
- .25 hours in maintenance of livestock including special feeding, medication and acclimation of any new animals.
- .50hours to service filter including a water change.
- Special trips requested by client will be billed additional.
- ACP guarantees satisfaction. If you are unhappy with our service we will return to re-perform at no additional cost. We must be notified within 24 hours.

#### **Emergency calls-**

Aquarium Care Professional offers 24 hour a day emergency call service. Any services that are performed outside normal business hours or during an unscheduled time constitute as an emergency call. This service will be billed and is separate from this proposal.

\*client would only be responsible for replacement of fish in the event of act of god to include power failure etc.

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## **24 Hour Monitoring**

Aquarium Care Professional offers a telephone service, see guide book for details

## **Livestock Warranty**

Please see our livestock guarantee section in our handbook.

## **Our Staff**

The success of an aquarium service company is the quality of there staff. Aquarium Care Professionals staff is top notch, ready to handle any situation. Your job will be assigned a specific service technician who will be the only one to visit your site. This enhances your experience and eliminates any inefficiency. If for any reason your service technician is out you will be notified by phone as a courtesy.

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## COST DETAIL FOR SERVICE CONTRACT

Description	Cost
Labor and Material	6000.00
Charitable donation	-3000.00
Reef package	
Subtotal	3000.00
Tax	exempt
Annual Expense (two year contract)	3000.00
Payment Amount	750.00

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**SERVICE CONTRACT TERMS AND CONDITIONS**

This Agreement is made this 1 day of May by and between Aquarium Care Professionals (“ACP”) and Client for the purposes of providing various services for the Client’s aquarium as provided herein.

**Client Information:**

Name:		Phone	732-235-7571
Company:	UMDNJ/CANCER INSTITUTE OF	Fax	
Address:	335 GEORGE STREET	Alt. Phone	
City/State/Zip	LIBERTY PLAZA,SUITE 3450		
Site Info	NEW BRUNSWICK NJ 08903	Phone	732-235-9232

**Service Information:**

Service Contract Term:	<input type="checkbox"/> 6 Mos. <input checked="" type="checkbox"/> 2Yr. <input type="checkbox"/> Other: Specify
Period of Contract:	From :May 1 <sup>th</sup> 2009 To: April 30 2011
Frequency:	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other (Specify): two visits per month

**Terms and Conditions:**

1. Services Covered – Services covered by this Agreement are detailed in Appendix A.
2. Exclusions – All labor and materials not specified in document will be invoiced separately unless covered under warranty.
3. Payment Terms – Net 45 days. Sales tax will be added unless a legitimate tax exempt certificate is provided.
4. Renewal – A new contract will be submitted to the Cancer Institute of NJ at end of term for approval and renewal. The agreement can be terminated by either party in writing at least 60 days in advance.
5. Scheduling Although ACP does not anticipate any problems with scheduling on occasion there are circumstances that are outside our control. In these events, we will contact you at least 24 hours prior to the change (where possible) or contact you as soon as practicable after the missed appointment. If you, the Client, needs to reschedule an appointment please make all effort to notify us at least 72 hours in advance. ACP will make all efforts to try to accommodate your change. If cancellation is received by ACP in less than 24 hours we reserve the right to charge a \$25 rescheduling fee.
6. Additional Visits or Emergency Services – Any additional visits, with less than 24 hours advanced notice will be considered an emergency and will be charged **at 732-660.7200**

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# AQUARIUM CARE PROFESSIONALS LLC

labor rate of \$100 for the first hour plus \$50 for each additional half hour plus the cost of any equipment, materials, supplies, livestock, corals, etc.

7. Warranties and Guarantees – ACP will not extend any warranties or guarantees if the client performs any act that, in the opinion of ACP will harm the delicate ecosystem balance. These acts include, but are not limited to, introducing foreign substances, livestock, or dry goods to the tank, or otherwise modifying the tank or any of its components in any manner without the consultation of a trained ACP representative.
8. APC reserves the rights to transfer contract liability of service contract to new entity if one is created.
9. The Client agrees not to directly solicit or hire our service techs for any work other than through ACP.

Signed and Accepted by Client:

Approved by ACP:

7-2-09

{Print Name of Authorized Signer}

Date

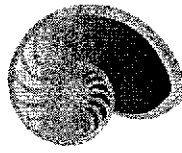
Francis X. Colford  
Vice President for  
Finance and Treasurer

  
Approved As To Legal Form

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# AQUARIUM CARE

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## PROFESSIONALS LLC

### MATERIALS INCLUDED:

- Filter floss
- Water
- Chemicals such as medications, additives, and test solutions.
- Food for livestock.
- Please see service proposal for additional detail and credits.

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