

# Orkin Pest Control Commercial Services Agreement

d/b/a Orkin, an independent franchisee of Orkin Systems, Inc.

COMMERCIAL SERVICES

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Customer Name MARSHALL COUNTY ROAD DEPARTMENT (OFFICE BUILDING)  
 Billing Address 1140 HOMER LUKAS LANE  
 City BENTON State KY Zip Code 42025

ROUTE	GRD #
Date	<u>7-27-20</u>
Phone	<u>270 527 3173</u>

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
 County Name: MARSHALL Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA  Pharmaceutical with GM QA  Element

**SCOPE AND NATURE OF WORK**

A. Orkin agrees to provide service for the following pests:  
 Roaches  German ants  Fleas and ticks  Fleas on animals  Fleas on people  Fleas on pets  Fleas on livestock  Fleas on horses  Fleas on poultry  Fleas on swine  Fleas on cattle  Fleas on sheep  Fleas on goats  Fleas on deer  Fleas on wild birds  Fleas on wild mammals  Fleas on wild reptiles  Fleas on wild amphibians  Fleas on wild fish  Fleas on wild invertebrates  Fleas on wild plants  Fleas on wild fungi  Fleas on wild bacteria  Fleas on wild viruses  Fleas on wild parasites  Fleas on wild protozoa  Fleas on wild helminths  Fleas on wild arthropods  Fleas on wild mollusks  Fleas on wild cnidarians  Fleas on wild chordates  Fleas on wild echinoderms  Fleas on wild poriferans  Fleas on wild sponges  Fleas on wild fungi  Fleas on wild bacteria  Fleas on wild viruses  Fleas on wild parasites  Fleas on wild protozoa  Fleas on wild helminths  Fleas on wild arthropods  Fleas on wild mollusks  Fleas on wild cnidarians  Fleas on wild chordates  Fleas on wild echinoderms  Fleas on wild poriferans  Fleas on wild sponges

**CUSTOMER OBLIGATIONS**

A. The Customer shall attend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation; and corrective construction measures.  
 B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.  
 C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.  
 D. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

**SERVICE SCHEDULE**

A. Orkin service representative shall service the Customer (service frequency) 1 Time  2 Times  4 Times  Other   
 B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

**TERMS OF AGREEMENT**

A. This agreement shall be effective for a period of  1  2  3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty (60) days' written notice.  
 B. For multiple year agreements, the monthly service charge will not increase for five years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charge effective anytime after the anniversary date of the initial treatment.  
 C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section 1.8, above.  
 D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days' written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquake, storm, fire, flood, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence including the arbitrator proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

**PAYMENT**

A. The cost of the services described herein shall be \$ 125 plus tax of \$ 0 for the initial month and \$ 75 plus tax of \$ 0 per month thereafter for a period of 12 months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

**MATERIALS**

A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.  
 B. The materials shall be used in accordance with the labels and specifications.

**LIMITATION OF LIABILITY: THE CUSTOMER EXPRESSLY RELEASES ORKIN FROM LIABILITY FOR ANY CLAIM FOR PERSONAL INJURY (INCLUDING STING OR BITE FROM THE ANTS, SPIDERS, OR ANY OTHER PESTS) OR PROPERTY DAMAGE (TO INCLUDE THE STRUCTURE OR CONTENTS) CAUSED BY ANY PESTS. THE CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES SHALL ORKIN BE LIABLE FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY THE CUSTOMER TO ORKIN FOR THE SERVICES TO BE PROVIDED. NO EVENT WILL ORKIN BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES FOR LOSS OF USE OF PROPERTY. ANY CLAIM BY THE CUSTOMER FOR DAMAGES MUST BE MADE IN WRITING WITHIN ONE (1) YEAR OF THE INCIDENT OF LOSS OR IT WILL BE DEEMED WAIVED.**

**EQUIPMENT REPLACEMENT**

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent baiter equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current pricing equipment costs.  
 B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a remove the leased components. Orkin will not be responsible for any damage to the Customer's property and upon removal of the leased components except such damage solely caused by Orkin's negligence.

**INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.**

**CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.**

**MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION. THE PARTIES' ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION, EITHER PARTY HAS THE RIGHT TO REQUEST A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME MANNER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATORS. THE APPEAL TRIBUNAL SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY EXHIBITIOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879. OR THROUGH THE FOLLOWING WEBSITE: <http://www.aaa.org>.**

**AMOUNT REMITTED: \$ 125  Cash  Check  Complete Easy Payment Form**

PAYMENT SUMMARY		CHECK THOSE THAT APPLY	
<b>1. INITIAL PAYMENT</b>			
a. Initial / Start-up Service	\$ <u>125</u>	<input checked="" type="checkbox"/>	
b. One-Time Charges	\$	<input type="checkbox"/>	
c. Product Sales	\$	<input type="checkbox"/>	
d. Sales Tax (if applicable)	\$	<input type="checkbox"/>	
TOTAL (1a + 1b + 1c + 1d)	\$ <u>125</u>		<u>0.00</u>
<b>2. MONTHLY TREATMENT SERVICE CHARGES</b>			
a. Monthly Treatment Service Charges	\$ <u>75</u>	<input checked="" type="checkbox"/>	
b. Sales Tax (if applicable)	\$	<input type="checkbox"/>	
TOTAL (2a + 2b)	\$ <u>75</u>		<u>0.00</u>
<b>3. MONTHLY LEASE CHARGES</b>			
a. Leased Component Charges	\$	<input type="checkbox"/>	
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> AutoFresh			
b. Sales Tax (if applicable)	\$	<input type="checkbox"/>	
TOTAL (3a + 3b)	\$		<u>0.00</u>
<b>4. Product Sales / One-Time Charges plus tax (if applicable)</b>			
	\$	<input type="checkbox"/>	
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ <u>125</u>		<u>0.00</u>
MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>75</u>		<u>0.00</u>

Branch Management Signatures \_\_\_\_\_ Date \_\_\_\_\_

Inspector Name (PRINT) JOEY ZUMAS Employee ID # or Certification # \_\_\_\_\_  
 Branch Telephone Number 270 210 7795 Branch Street Address 1732 BALDGE ST  
 City BARTON State KY Zip Code 42003  
 Customer's Signature \_\_\_\_\_ Date 7.4.2020