



Commercial Services Agreement

Customer Name New Hampton Community School Date 3/31/23

Billing Address 710 W Main At

City New Hampton State Iowa Zip Code 50659 Phone (641) 330-5978

I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between New Hampton Community School (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 710 W Main At New Hampton, Iowa 50659

County Name: _____ Is this within city limits Yes No Food Safety with GM QA Health Care Health Care with GM QA

II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests") Roaches Common ants Rats and mice Pharaoh ants* Common spiders Flies Odor Other _____
Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. *Additional per service charge required to cover these ants.
- B. **Service Exclusions.** Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably 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 has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered 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.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III 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.

IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency): 1 Time 2 Times 4 Times per month Other _____
All areas requiring attention shall be treated as deemed necessary by Orkin.
- 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.

V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of 1 2 3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

VI. PAYMENT

- A. The cost of the services described herein shall be \$ 200.00 plus tax of \$ 14.00 for the initial service and \$ 80.00 plus tax of \$ 5.60 per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. 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 at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

IX. 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 barrier equipment, air products, 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 existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. 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 lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service	\$ <u>200.00</u>
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$ <u>14.00</u>
TOTAL (1a + 1b + 1c + 1d)	\$ <u>214.00</u>
2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge	\$ <u>80.00</u>
b. Sales Tax (if applicable)	\$ <u>5.60</u>
TOTAL (2a + 2b)	\$ <u>85.60</u>
3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ _____
TOTAL (3a + 3b)	\$ _____
INITIAL SERVICE INVESTMENT (Total of 1a, b, c, d + 3a + b)	\$ <u>214.00</u>
RECURRING SERVICE/LEASE PAYMENT (Total of 2+3)	\$ <u>85.60</u>

METHOD OF PAYMENT:

CASH CHECK PAYMENT OPTION FORM P.O. # _____

I have read and understand all the terms of this Agreement on the reverse side.

Paul moore 6982907
Inspector Name (PRINT) Employee ID # or Certification #

(319) 348-5665
Branch Telephone Number

6612 Chancellor Drive
Branch Street Address

Cedar Falls Iowa 50613
City State Zip Code

3/31/23
Date

3/31/23
Date

Branch Management Signature
162181APP (rev 5.22)

Customer's Signature

OFFICE COPY Customer Email: j_bear@new-hampton.k12.ia.us

- X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. 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.
- XII. DISPUTE RESOLUTION:** (A.) 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 AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED 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 RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR 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. EITHER PARTY HAS THE RIGHT TO REQUIRE 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 ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY 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 ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS 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.adr.org>. (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.
- XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing 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 (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2 Reimbursement Guarantee*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

ORKIN REPRESENTATIVE

3/31/23

DATE

CUSTOMER

3/31/23

DATE



PEST CONTROL DOWN TO A SCIENCE.™

LOCATION

* See agreement for details.



COMMERCIAL SERVICES

Commercial Customer Service Record

Fill out any special instructions for your Orkin Technician.

Enter Messages to Print on Service Ticket:

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets:

Special Instructions:

General PC treat exterior common areas, kitchen, cafeteria, hallways, treat classrooms on request only. Ad for outside bait stations. Add three tincats.