

**The University of Nebraska**

**Contract # 3280-20-7210-02**

*for*

**Pest Control Products and Services**

*with*

**Orkin, LLC**

Effective: April 9, 2021

The following documents comprise the executed contract between The University of Nebraska and Orkin, LLC, effective April 9, 2021

- I. Master Agreement
- II. The University of Nebraska – RFP#3280-20-7210 (RFP),  
incorporated by reference
- III. Supplier's Response to the RFP, incorporated by reference

## UNIVERSITY OF NEBRASKA MASTER AGREEMENT

This Master Agreement sets forth the terms between The Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and Orkin, LLC, a Delaware limited liability company, having its principal address at 2170 Piedmont Road NE, Atlanta, GA 30324 (the "Service Provider") with regard to the performance by Service Provider of the services contemplated herein.

### RECITALS

WHEREAS, the University desires to obtain the services of the Service Provider; and

WHEREAS, the Service Provider claims to have expertise and experience to provide such services for the University;

THEREFORE, the University and the Service Provider hereby agree to the following terms, obligations and conditions:

**1. Description of Services.** The Service Provider agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services and shall use its best efforts to render the Services and provide the deliverables identified in (Exhibit A) (the "Services"). The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement. The attachments, appendices, addendums, any exhibits and schedules, including but not limited to (Exhibit A), University of Nebraska- RFP#3280-20-7210 (the "RFP"), and Orkin, LLC's response dated 8/28/2020, hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

**2. Pricing.** All pricing contained in the Service Provider's response to the RFP will remain firm for a period of twenty-four (24) months from the effective date of this Agreement; thereafter pricing for the same Scope and terms shall increase no more than three percent (3%) on an annual basis. If the Scope or terms materially change, Orkin may request a pricing increase that is not subject to the three percent (3%) cap. The pricing provided as part of this Agreement is attached hereto and incorporated herein as (Exhibit B).

**3. Payment.** In full consideration for the Services performed by the Service Provider under this indefinite quantity-indefinite delivery Agreement and each engagement, the University shall pay or cause to be paid to the Service Provider the invoiced amount on an order-by-order basis. The Service Provider will invoice the University for completed deliveries and payment terms are NET 45 days, which 45-day term begins accruing upon receipt of an accurate invoice by the University. Failure to make timely payment of undisputed amounts may result in interruption or suspension of

service. Service Provider further agrees that if/when product returns and/or exchanges are deemed necessary by the University, regardless of invoice payment status, Service Provider will work with the University to accommodate such returns and/or exchanges whenever possible. The Service Provider agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes from any payments to the Service Provider hereunder, unless required by law.

**4. Term.** The term of this agreement shall begin on April 9, 2021 and remain in place for five (5) years. The initial term of this agreement will expire on April 8, 2024. The contract may be renewed, by mutual agreement of both parties, in writing for three (3) additional one (1) year periods upon completion of the initial base contract period, provided written mutual concurrence of both parties is exercised in writing prior to the expiration of the existing contract. (The length of the contract in its entirety will not exceed eight (8) years.) The University reserves the right to contract certain work as needed to provide emergency or timely services, introduction of new technology and/or as a result of general market conditions.

**5. Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure. The Service Provider agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3)

years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.

**6. Ownership of Work Product and Intellectual Property Rights.** The Service Provider shall have no interest in the deliverables provided under this Agreement, and the University shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Service Provider during its' performance of the Services (the "Work Product"). Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The University shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Service Provider hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the University, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Service Provider hereby grants to the University the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Service Provider also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Service Provider's Services and Work Product. Notwithstanding anything to the contrary, Service Provider shall retain all right, title and interest to any Work Product and intellectual property contained therein that was developed prior to, or outside of, this Agreement. This provision shall survive the termination of this Agreement.

**7. Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, the University may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the University shall promptly pay the Service Provider for all Services rendered and costs reasonably incurred up to and including the effective

date of termination.

**8. Representations and Warranties.** The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. The Service Provider agrees to hold University and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**9. Independent Service Provider.** The Service Provider is an independent Service Provider and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.

**10. Liability.** (a) Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind to the extent arising out of or in connection with the wrongful or negligent performance of the Services by the Service Provider.

(b) Pest Damage. The University expressly releases Service Provider from liability for any claim for bodily injury (including stings or bites from any pests) or property damage (to include the structure or its contents) caused by any pests, unless caused by the negligence or willful misconduct of Service Provider.

(c) Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS

**11. Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this

Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate (which may include a combination of primary and excess policies), naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

**12. Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

**13. Amendment.** This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.

**14. Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

**15. Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

**16. Personal Use Prohibited.** University funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

**17. Work Status Verification.** The Service Provider and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

**18. Debarment List.** No contract shall be awarded to any Service Provider/Bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Service Provider/Bidder specifically warrants and represents that it is not included on the Debarment List. Service Provider/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Service Provider.

**19. Change Proposals.** Material changes in scope, rush delivery, rework of items already approved or requests for additional revision cycles, services and/or deliverables beyond those listed herein hereafter known as change orders, shall not be effective until authorized representatives of both Parties execute a mutually acceptable written change order to this Agreement. Any fees arising from change orders, additional services, or deliverables not reflected herein will be invoiced upon completion. Change orders agreed to by email shall be valid and enforceable as if made part of this Agreement.

**20. Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Service Provider to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

**21. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, this Service Provider and subcontractors shall abide by the

requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime Service Providers and subcontractors to employ and advance in employment qualified protected veterans.

**22. Equal Opportunity.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**23. Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

**24. Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a "Mark" and collectively the "Marks") and/or other indicia designated

by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.

**25. Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.

**26. Continuation of Services.** Service Provider agrees to continue to honor its ongoing obligations under this Agreement without interruption in the event of a bona fide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals.

**27. Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Service Provider for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the appropriate Purchase Order number to be eligible for payment.

**28. Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

**29. Order of Priority.** The order of priority of the documents that form this Agreement is: first, , this Master Agreement, including incorporated exhibits, and fourth, (*Orkin*) Termite (Schedule A-1), Bed Bug (Schedule A-2) and/or VitalClean™ (Schedule A-3 and Schedule A-4) services agreements (Schedule A-1, ) signed and agreed to by other participating public agencies other than the University of Nebraska.

*The rest of this page is intentionally left blank.*

**Notice.** Any notice to either party hereunder, shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Service Provider:**

Name: Orkin, LLC

Address: 2170 Piedmont Road NE

City, State, Zip: Atlanta, GA 30324

Email: CustomerCare@Orkin.com

Phone: \_\_\_\_\_

With a copy to:

Rollins, Inc.—Law Dept.  
2170 Piedmont Road NE  
Atlanta, GA 30324  
Attn: Asst. General Counsel

**To the University:**

Name: Lynn McAlpine

Address: University of Nebraska at  
Omaha Procurement  
6001 Dodge St  
Omaha, NE 68182

Email: lmcalpine@unomaha.edu

Phone: 402.554.3514

**Supplier Name:** Orkin, LLC

**The Board of Regents of the University of  
Nebraska:**

**By:** Deborah A Toth

**By:** Chris Kabourek *CK*

**Printed Name:** Deborah A Toth

**Printed Name:** Chris Kabourek

**Title:** Government Business Development Manager

**Title:** VP | CFO

## Services:

Contractor(s) shall provide covered products and services under the terms of this RFP and the contract terms and conditions. The Master Agreement may be used by a wide variety of Participating Public Agencies (such as Universities offering food services to students, Housing Authorities providing residences, Counties, etc.). Products and services may include, but are not limited to:

- Inspection services:
  - Initial Inspections - Conducting an initial inspection to evaluate the needs of the premises and to present findings.
  - Routine Inspections - Conducting regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed.
  - Emergency Inspection - Conducting inspections and necessary treatment as requested.
  - Call-Back Services - Conducting follow-up inspections as requested.
  - Turnover Services - Conducting intensive inspection and necessary treatment as requested.
  - Special Services - Conducting inspection and pest control services not covered by routine inspections, as agreed to by Contractor(s) and the University of Nebraska and Participating Public Agencies. Use the Special Pricing Spreadsheet located in the Attachments tab as a template to provide pricing for Special Services. Attach your completed spreadsheet in the Response Attachments Tab.
- Removal services such as dead animal/carcass removal
- Monitoring and surveillance such as notifying the University of Nebraska and Participating Public Agencies if unusual levels of pests are found and routinely checking traps.
- Adequately preventing, removing, and/or suppressing pests (through insecticides, rodenticides, avicides, pesticides, portable vacuums, glue boards, trapping devices, bait boxes and formulations, crack and crevice treatments, and other methods) that may include:
  - Indoor populations of rodents, insects (such as cockroaches and bed bugs), arachnids, and other arthropods



- Outdoor populations of potentially indoor infesting species that are within the property boundaries specified by the University of Nebraska and Participating Public Agencies.
- Nests of stinging insects within the property boundaries of specified by the University of Nebraska and Participating Public Agencies.
- Bird control or removal as specified by the University of Nebraska and Participating Public Agencies.
- Pests that are incidental invaders inside buildings and around boundaries (such as winged termite swarmers) specified by the University of Nebraska and Participating Public Agencies.
- Any additional services not covered in the above such as:
  - Wildlife control/removal
  - Infection control
  - Disinfection
  - Cleaning

## Schedule A-1

**THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S)  
IN THE EVENT THAT SUBTERRANEAN TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT**



Orkin Pest Control  
**COMMERCIAL SUBTERRANEAN TERMITE PROGRAM**  
**BAIT TREATMENT AND MONITORING SERVICE RETREATMENT AGREEMENT**  
*(Does Not Cover Formosan Termites)*

GRID #

**THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER,  
WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.**

Orkin is hereby authorized to place bait stations in and around Customer's building described in the attached Treatment Report.

**IMPORTANT:** Customer understands that Orkin will not be responsible for repairs to the structure or its contents caused by Subterranean termites. Service includes traditional liquid treatment to critical and infested areas as specified by Orkin, plus Bait System installation and monitoring as specified by Orkin. If during the effective period of this Agreement, Orkin, for whatever reason, changes the type of bait being used or ceases to offer a bait program in this area, an appropriate alternative treatment method will be determined by and performed by Orkin at no charge to the Customer. The bait stations and all components are not owned by the Customer and may be removed by Orkin at its discretion, at any time, for replacement with an alternative treatment method, upon the termination of this Agreement or if Orkin ceases to offer a bait program in this area. The Retreatment Service provided by this Agreement will remain in effect through any pre-paid period of coverage. Thereafter, Orkin will provide a Retreatment Service identical to that set forth in this Agreement for a renewal fee not to exceed the Annual Monitoring Fee as set by this Agreement.

**Orkin services under this Agreement are expressly related to Subterranean termites. Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Boring Beetles, or other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**

**Customer shall receive the following Service after the initial treatment is performed.**

**LIMITED 10-YEAR RENEWABLE SUBTERRANEAN TERMITE RETREATMENT SERVICE ("Service") (CA):** So long as Customer complies with the Customer obligations below, Orkin will retreat the structure for Subterranean termites at no cost to Customer if a live infestation of Subterranean termites is found and all payments including Annual Monitoring Fees are current. **This Service will expire one (1) year from the date of initial treatment, unless it is renewed by the Customer. The Service may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including but not limited to moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to keep conditions conducive such as firewood, trash, lumber, wood, mulch and protective ground covering which permit hidden termite entry from contact with the structure. Customer agrees to keep conditions conducive such as spray foam insulation, other foam insulation, stucco construction, expanded polystyrene or Styrofoam molded foundation systems, and siding (including vinyl, wood, and metal), which permit hidden termite entry, from contact with the ground, mulch or other protective ground covering. The existence of any of these conditions conducive shall void the Service. In the event the premises are structurally modified or altered (to include installation of spray foam insulation), or if soil is removed or added around the foundation, Customer will notify Orkin in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the Service. **ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR.**

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain the treated structure free from the conditions conducive and in accordance with the terms of the paragraph above. Failure to do so will void the Service. Customer is required to identify and correct, at Customer's expense, all conditions conducive identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Customer agrees not to remove, tamper with, or cover the bait stations. Customer shall make the premises and structure available to Orkin for inspections and treatments, either liquid or bait, as Orkin deems necessary, which may include the removal of floor covering, wall covering and fixtures. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

**PAYMENTS:** The initial payment covers the installation of the bait stations and the first year's monitoring service, and is due at the time the initial service is performed. After the first year, the Monitoring Fee will be assessed on an annual basis. By payment of the Annual Monitoring Fee, this Agreement may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial installation. As long as Customer keeps the Annual Monitoring Fee current, Orkin will monitor Customer's structure and maintain the Service under this Agreement.

**MONITORING FEE PRICE PROTECTION:** In order to maintain this Agreement and the Service, Customer shall pay an Annual Monitoring Fee. The Annual Monitoring Fee for year two (2) of the Agreement will be \$\_\_\_\_\_, plus tax where applicable.

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. In no event shall this be considered a release of any claims against Orkin or its subsidiaries, affiliates, agents, employees, contractors, successors, assigns, officers or directors from any and all losses and liabilities for personal injury or death, whether known, unknown or unforeseen related to any product used by Orkin in performing the Services.

**MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT FOR SUBTERRANEAN TERMITES, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS TERMITE AGREEMENT AND GUARANTEE.**

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Street Address (Treated Premises) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

County Name \_\_\_\_\_ Is this within the City Limits? ☐ Yes ☐ No

Billing Name (if different) \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of structure to be treated \_\_\_\_\_

1. Service Purchased:	
a. Initial Treatment Cost .....	\$ _____
b. Initial Monitoring Cost .....	\$ _____
c. Additional Annual Monitoring Fee .....	\$ _____
Subtotal (sum a + b + c) .....	\$ _____
2. Other Items:	
a. Sales Taxes .....	\$ _____
b. Other Fees .....	\$ _____
Subtotal (sum a + b) .....	\$ _____
3. TOTAL: Price (sum 1 + 2) .....	\$ _____
4. LESS: Down Payment .....	(\$ _____)
5. Unpaid Balance (3 minus 4) .....	\$ _____

METHOD OF PAYMENT: FINANCED - See Separate Finance Agreement

CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: CHECK # \_\_\_\_\_

PAYMENT OPTION FORM

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_

Branch Street Address \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Branch Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

\_\_\_\_\_  
CUSTOMER'S INITIALS

## Schedule A-1

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IN THE EVENT THAT SUBTERRANEAN TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT**



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**Orkin services under this Agreement are expressly related to Subterranean termites. Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Boring Beetles, or other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**

**Customer shall receive the following Service after the initial treatment is performed.**

**LIMITED 10-YEAR RENEWABLE SUBTERRANEAN TERMITE RETREATMENT SERVICE ("Service") (CA):** So long as Customer complies with the Customer obligations below, Orkin will retreat the structure for Subterranean termites at no cost to Customer if a live infestation of Subterranean termites is found and all payments including Annual Monitoring Fees are current. **This Service will expire one (1) year from the date of initial treatment, unless it is renewed by the Customer. The Service may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including but not limited to moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to keep conditions conducive such as firewood, trash, lumber, wood, mulch and protective ground covering which permit hidden termite entry from contact with the structure. Customer agrees to keep conditions conducive such as spray foam insulation, other foam insulation, stucco construction, expanded polystyrene or Styrofoam molded foundation systems, and siding (including vinyl, wood, and metal), which permit hidden termite entry, from contact with the ground, mulch or other protective ground covering. The existence of any of these conditions conducive shall void the Service. In the event the premises are structurally modified or altered (to include installation of spray foam insulation), or if soil is removed or added around the foundation, Customer will notify Orkin in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the Service. **ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR.**

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain the treated structure free from the conditions conducive and in accordance with the terms of the paragraph above. Failure to do so will void the Service. Customer is required to identify and correct, at Customer's expense, all conditions conducive identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Customer agrees not to remove, tamper with, or cover the bait stations. Customer shall make the premises and structure available to Orkin for inspections and treatments, either liquid or bait, as Orkin deems necessary, which may include the removal of floor covering, wall covering and fixtures. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

**PAYMENTS:** The initial payment covers the installation of the bait stations and the first year's monitoring service, and is due at the time the initial service is performed. After the first year, the Monitoring Fee will be assessed on an annual basis. By payment of the Annual Monitoring Fee, this Agreement may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial installation. As long as Customer keeps the Annual Monitoring Fee current, Orkin will monitor Customer's structure and maintain the Service under this Agreement.

**MONITORING FEE PRICE PROTECTION:** In order to maintain this Agreement and the Service, Customer shall pay an Annual Monitoring Fee. The Annual Monitoring Fee for year two (2) of the Agreement will be \$\_\_\_\_\_, plus tax where applicable. Thereafter, for the ten (10) year Service period, Orkin shall have the right to increase the Annual Monitoring Fee by an amount not to exceed ten percent (10%). If Orkin does not increase the Annual Monitoring Fee in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. 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 termite service to be performed, except for any damage to the structure caused by Orkin in the performance of its services.

**MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT FOR SUBTERRANEAN TERMITES, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS TERMITE AGREEMENT AND GUARANTEE.**

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Street Address (Treated Premises) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

County Name \_\_\_\_\_ Is this within the City Limits? ☐ Yes ☐ No

Billing Name (if different) \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of structure to be treated \_\_\_\_\_

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

AG1308POD REV. 8/2019

1. Service Purchased:
  - a. Initial Treatment Cost. .... \$ \_\_\_\_\_
  - b. Initial Monitoring Cost ..... \$ \_\_\_\_\_
  - c. Additional Annual Monitoring Fee ..... \$ \_\_\_\_\_
  - Subtotal (sum a + b + c) ..... \$ \_\_\_\_\_
2. Other Items:
  - a. Sales Taxes ..... \$ \_\_\_\_\_
  - b. Other Fees ..... \$ \_\_\_\_\_
  - Subtotal (sum a + b) ..... \$ \_\_\_\_\_
3. TOTAL: Price (sum 1 + 2) ..... \$ \_\_\_\_\_
4. LESS: Down Payment ..... (\$ \_\_\_\_\_)
5. Unpaid Balance (3 minus 4) ..... \$ \_\_\_\_\_

METHOD OF PAYMENT: FINANCED - See Separate Finance Agreement

CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: CHECK # \_\_\_\_\_

PAYMENT OPTION FORM

Branch Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**RAC**

**LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, 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.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin can not perform its responsibilities due to Acts of God, including, earthquakes, storms, fires and floods, or because of a material change in circumstances including, but not limited to, acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

**TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

\_\_\_\_\_  
CUSTOMER'S INITIALS

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT SUBTERRANEAN TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES.



Orkin Pest Control  
**COMMERCIAL SUBTERRANEAN TERMITE PROGRAM**  
**BAIT TREATMENT AND MONITORING SERVICE RETREATMENT AGREEMENT**  
(Does Not Cover Formosan Termites)

GRID # \_\_\_\_\_

**THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.**

Orkin is hereby authorized to place bait stations in and around Customer's building described in the attached Treatment Report.

**IMPORTANT:** Customer understands that Orkin will not be responsible for repairs to the structure or its contents caused by Subterranean termites. Service includes traditional liquid treatment to critical and infested areas as specified by Orkin, plus Bait System installation and monitoring as specified by Orkin. If during the effective period of this Agreement, Orkin, for whatever reason, changes the type of bait being used or ceases to offer a bait program in this area, an appropriate alternative treatment method will be determined by and performed by Orkin at no charge to the Customer. The bait stations and all components are not owned by the Customer and may be removed by Orkin at its discretion, at any time, for replacement with an alternative treatment method, upon the termination of this Agreement or if Orkin ceases to offer a bait program in this area. The Retreatment Service provided by this Agreement will remain in effect through any pre-paid period of coverage. Thereafter, Orkin will provide a Retreatment Service identical to that set forth in this Agreement for a renewal fee not to exceed the Annual Monitoring Fee as set by this Agreement.

**Orkin services under this Agreement are expressly related to Subterranean termites. Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Boring Beetles, or other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**

**Customer shall receive the following Service after the initial treatment is performed.**

**LIMITED 10-YEAR RENEWABLE SUBTERRANEAN TERMITE RETREATMENT SERVICE ("Service") (CA):** So long as Customer complies with the Customer obligations below, Orkin will retreat the structure for Subterranean termites at no cost to Customer if a live infestation of Subterranean termites is found and all payments including Annual Monitoring Fees are current. **This Service will expire one (1) year from the date of initial treatment, unless it is renewed by the Customer. The Service may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including but not limited to moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to keep conditions conducive such as firewood, trash, lumber, wood, mulch and protective ground covering which permit hidden termite entry from contact with the structure. Customer agrees to keep conditions conducive such as spray foam insulation, other foam insulation, stucco construction, expanded polystyrene or Styrofoam molded foundation systems, and siding (including vinyl, wood, and metal), which permit hidden termite entry, from contact with the ground, mulch or other protective ground covering. The existence of any of these conditions conducive shall void the Service. In the event the premises are structurally modified or altered (to include installation of spray foam insulation), or if soil is removed or added around the foundation, Customer will notify Orkin in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the Service. **ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR.**

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain the treated structure free from the conditions conducive and in accordance with the terms of the paragraph above. Failure to do so will void the Service. Customer is required to identify and correct, at Customer's expense, all conditions conducive identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Customer agrees not to remove, tamper with, or cover the bait stations. Customer shall make the premises and structure available to Orkin for inspections and treatments, either liquid or bait, as Orkin deems necessary, which may include the removal of floor covering, wall covering and fixtures. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

**PAYMENTS:** The initial payment covers the installation of the bait stations and the first year's monitoring service, and is due at the time the initial service is performed. After the first year, the Monitoring Fee will be assessed on an annual basis. By payment of the Annual Monitoring Fee, this Agreement may be renewed from year to year for a period that shall not exceed ten (10) years from the date of the initial installation. As long as Customer keeps the Annual Monitoring Fee current, Orkin will monitor Customer's structure and maintain the Service under this Agreement.

**MONITORING FEE PRICE PROTECTION:** In order to maintain this Agreement and the Service, Customer shall pay an Annual Monitoring Fee. The Annual Monitoring Fee for year two (2) of the Agreement will be \$\_\_\_\_\_, plus tax where applicable. Thereafter, for the ten (10) year Service period, Orkin shall have the right to increase the Annual Monitoring Fee by an amount not to exceed ten percent (10%). If Orkin does not increase the Annual Monitoring Fee in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. 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 termite service to be performed, except for any damage to the structure caused by Orkin in the performance of its services.

**MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT FOR SUBTERRANEAN TERMITES, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS TERMITE AGREEMENT AND GUARANTEE.**

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Street Address (Treated Premises) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

County Name \_\_\_\_\_ Is this within the City Limits? ☐ Yes ☐ No

Billing Name (if different) \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of structure to be treated \_\_\_\_\_

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

AG1308POD REV. 8/2019

1. Service Purchased:	
a. Initial Treatment Cost .....	\$ _____
b. Initial Monitoring Cost .....	\$ _____
c. Additional Annual Monitoring Fee .....	\$ _____
Subtotal (sum a + b + c) .....	\$ _____
2. Other Items:	
a. Sales Taxes .....	\$ _____
b. Other Fees .....	\$ _____
Subtotal (sum a + b) .....	\$ _____
3. TOTAL: Price (sum 1 + 2) .....	\$ _____
4. LESS: Down Payment .....	(\$ _____)
5. Unpaid Balance (3 minus 4) .....	\$ _____

METHOD OF PAYMENT: FINANCED - See Separate Finance Agreement

CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: CHECK # \_\_\_\_\_

PAYMENT OPTION FORM

Branch Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**CUSTOMER**



**LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, 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.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin can not perform its responsibilities due to Acts of God, including, earthquakes, storms, fires and floods, or because of a material change in circumstances including, but not limited to, acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

**TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

\_\_\_\_\_  
CUSTOMER'S INITIALS



COMMERCIAL SERVICES

# Schedule A-2 Orkin Pest Control COMMERCIAL SPECIAL SERVICE BED BUG INSPECTION / TREATMENT AGREEMENT

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

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Service Day \_\_\_\_\_ Business Type \_\_\_\_\_

Type and No. Structures to Inspect \_\_\_\_\_

The Rooms / Areas to be Inspected \_\_\_\_\_

**I. SERVICE GUARANTEE:** Orkin Pest Control (hereinafter "Orkin") will provide a bed bug inspection service and, if necessary, a bed bug treatment service under the terms and conditions of this Agreement.

A. The inspection is of the condition of the area only as of the date and time the inspection takes place. It is not an express or implied warranty or guarantee of any kind against the presence of bed bugs. It does not ensure that bed bugs are not present. Moreover, due to the characteristics of bed bugs, which can be introduced into a room at any time, it is possible that bed bugs could in the future be brought into the area inspected.

B. If bed bugs are discovered during the inspection, a treatment is provided under this Agreement. It includes a 30-day retreatment guarantee only. It WILL NOT provide permanent control or continuous protection. Orkin does not guarantee that bed bugs will not return, but if they return to the treated areas within 30 days following the completion of treatment, Orkin will retreat free of charge.

**II. SERVICE EXCLUSION:** The Customer understands that this inspection and, if applicable, any treatment is for bed bugs only and does not include service for any other pests. Inspection results are indicative of the condition of the areas inspected at the time they are inspected and are dependent upon the cooperation of the Customer.

**III. CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service which includes making accessible the areas to be serviced and completing the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist.

A. Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service which includes making accessible the areas to be serviced and completing the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist.

B. If the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist is not completed for hospitality customers, Orkin, if Customer agrees, may prepare the room before treatment at an additional cost of \$\_\_\_\_\_ per room. For multifamily customers, if Customer does not complete the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but the Customer will be charged \$\_\_\_\_\_ for that room for Orkin's time.

C. I agree that for any room where the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist has not been completed, Orkin may prepare

CUSTOMER INITIALS that room for an additional cost (for hospitality customers only).

**IV. LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any 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. In 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 at issue or it will be deemed waived.

**V. INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

**VI. 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. 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, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. 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.

**VII. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

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Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_ Branch Street Address \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
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Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature ( ) Owner ( ) Lessee ( ) Agent \_\_\_\_\_ Date \_\_\_\_\_





COMMERCIAL SERVICES

# Schedule A-2 Orkin Pest Control COMMERCIAL SPECIAL SERVICE BED BUG INSPECTION / TREATMENT AGREEMENT

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

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Service Day \_\_\_\_\_ Business Type \_\_\_\_\_

Type and No. Structures to Inspect \_\_\_\_\_

The Rooms / Areas to be Inspected \_\_\_\_\_

**I. SERVICE GUARANTEE:** Orkin Pest Control (hereinafter "Orkin") will provide a bed bug inspection service and, if necessary, a bed bug treatment service under the terms and conditions of this Agreement.

A. The inspection is of the condition of the area only as of the date and time the inspection takes place. It is not an express or implied warranty or guarantee of any kind against the presence of bed bugs. It does not ensure that bed bugs are not present. Moreover, due to the characteristics of bed bugs, which can be introduced into a room at any time, it is possible that bed bugs could in the future be brought into the area inspected.

B. If bed bugs are discovered during the inspection, a treatment is provided under this Agreement. It includes a 30-day retreatment guarantee only. It WILL NOT provide permanent control or continuous protection. Orkin does not guarantee that bed bugs will not return, but if they return to the treated areas within 30 days following the completion of treatment, Orkin will retreat free of charge.

**II. SERVICE EXCLUSION:** The Customer understands that this inspection and, if applicable, any treatment is for bed bugs only and does not include service for any other pests. Inspection results are indicative of the condition of the areas inspected at the time they are inspected and are dependent upon the cooperation of the Customer.

**III. CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service which includes making accessible the areas to be serviced and completing the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist.

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B. If the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist is not completed for hospitality customers, Orkin, if Customer agrees, may prepare the room before treatment at an additional cost of \$\_\_\_\_\_ per room. For multifamily customers, if Customer does not complete the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but the Customer will be charged \$\_\_\_\_\_ for that room for Orkin's time.

C. I agree that for any room where the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Checklist has not been completed, Orkin may prepare CUSTOMER INITIALS that room for an additional cost (for hospitality customers only).

**IV. LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any 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. In 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 at issue or it will be deemed waived.

**V. INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

**VI. 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. 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, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. 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.

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COMMERCIAL SERVICES

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Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

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Branch Telephone Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
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Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature ( ) Owner ( ) Lessee ( ) Agent \_\_\_\_\_ Date \_\_\_\_\_



PEST CONTROL DOWN TO A SCIENCE.®

## CONVENTIONAL BED BUG TREATMENT PREP SHEET - MULTIFAMILY AND HOSPITALITY

### Preparation of premises for bed bug services include:

- ← Clean up clutter and put away belongings to ensure the Orkin Commercial Pest Specialist can easily move throughout the unit during the service. Do not remove any items (e.g. books, phones, decorative accessories, etc.) from your unit until treated by the Orkin Commercial Pest Specialist.
- ← Detach, but leave in unit, all accessible items attached to walls (pictures, outlet covers, headboards, etc.).
- ← If possible, pull bed(s) away from wall (at least 2 ft.), but leave in the unit for treatment.
- ← Strip mattress(es) and box spring(s) of comforters, sheets, bedspreads or bed skirts, as well as empty all closets, dressers and nightstands of clothing, bedding and other soft goods. Seal all items in plastic bags with twist ties or tape, but leave in the unit until the Orkin Commercial Pest Specialist arrives. Also remove all mattress tags.
- ← Remove dust cover from bottom of box spring(s). Save for re-attachment after service performed, or consider purchasing a specialized bed bug proof encasement.
- ← Launder in hot water all previously bagged clothing, bedding and other soft goods from the bed bug infested unit. Then place laundered clothing in dryer for at least 15 minutes at a high temperature to kill all bed bugs present. Follow the same drying procedure before taking any clothing to the dry cleaners to avoid transporting bed bugs. Clothing can be returned to the room/unit at the time instructed following treatment.
- ← Remove cushions from sofas and recliners. Turn sofas and chairs upside down and place in the middle of rooms away from walls.
- ← Vacuum floors using vacuum crevice tool in cracks and crevices at the wall/floor junction and under wall baseboard. If necessary, due to severe infestation or signs of activity present, carpet may need to be loosened at the floor/wall junction around the perimeter of the room for treatment.
- ← Vacuum seams and general surface area of mattress(es) and box spring(s). If the sofa contains a foldout sofa bed, vacuum and remove mattress from sofa for treatment. Also, vacuum the bottom of the springs.
- ← Vacuum seams and general surface area of all sofa and chair cushions.
- ← Remove vacuum cleaner bag and discard outside of the structure (e.g. hotel, apartment building) immediately.
- ← If necessary, dispose of the mattress and/or box spring. To properly dispose of a mattress/box spring, first, cut both sides of the mattress and/or box spring so they are no longer usable, and seal them in a poly sheeting or mattress bag (available from moving companies) before transporting them to a disposal site. Be sure to contact your local municipality to find out about any specific regulations on mattress/box spring disposal.

←Additional Items/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Resident(s) of the infested unit cannot be present during the time of the bed bug service. The resident(s) must vacate the unit during the service for the specified amount of time as deemed by the Orkin Commercial Pest Specialist.**

Service Start Time: \_\_\_\_\_

Estimated Service End Time: \_\_\_\_\_

### Resident(s) preparation of premises for return to occupancy will include:

- ←After treatment, if no encasement is used, re-attach dust cover to bottom of box springs.
- ←Reattach or replace all furniture, pictures, headboards, etc. to their original locations.

**LOCATION**



PEST CONTROL DOWN TO A SCIENCE.®

## CONVENTIONAL BED BUG TREATMENT PREP SHEET - MULTIFAMILY AND HOSPITALITY

### Preparation of premises for bed bug services include:

- ← Clean up clutter and put away belongings to ensure the Orkin Commercial Pest Specialist can easily move throughout the unit during the service. Do not remove any items (e.g. books, phones, decorative accessories, etc.) from your unit until treated by the Orkin Commercial Pest Specialist.
- ← Detach, but leave in unit, all accessible items attached to walls (pictures, outlet covers, headboards, etc.).
- ← If possible, pull bed(s) away from wall (at least 2 ft.), but leave in the unit for treatment.
- ← Strip mattress(es) and box spring(s) of comforters, sheets, bedspreads or bed skirts, as well as empty all closets, dressers and nightstands of clothing, bedding and other soft goods. Seal all items in plastic bags with twist ties or tape, but leave in the unit until the Orkin Commercial Pest Specialist arrives. Also remove all mattress tags.
- ← Remove dust cover from bottom of box spring(s). Save for re-attachment after service performed, or consider purchasing a specialized bed bug proof encasement.
- ← Launder in hot water all previously bagged clothing, bedding and other soft goods from the bed bug infested unit. Then place laundered clothing in dryer for at least 15 minutes at a high temperature to kill all bed bugs present. Follow the same drying procedure before taking any clothing to the dry cleaners to avoid transporting bed bugs. Clothing can be returned to the room/unit at the time instructed following treatment.
- ← Remove cushions from sofas and recliners. Turn sofas and chairs upside down and place in the middle of rooms away from walls.
- ← Vacuum floors using vacuum crevice tool in cracks and crevices at the wall/floor junction and under wall baseboard. If necessary, due to severe infestation or signs of activity present, carpet may need to be loosened at the floor/wall junction around the perimeter of the room for treatment.
- ← Vacuum seams and general surface area of mattress(es) and box spring(s). If the sofa contains a foldout sofa bed, vacuum and remove mattress from sofa for treatment. Also, vacuum the bottom of the springs.
- ← Vacuum seams and general surface area of all sofa and chair cushions.
- ← Remove vacuum cleaner bag and discard outside of the structure (e.g. hotel, apartment building) immediately.
- ← If necessary, dispose of the mattress and/or box spring. To properly dispose of a mattress/box spring, first, cut both sides of the mattress and/or box spring so they are no longer usable, and seal them in a poly sheeting or mattress bag (available from moving companies) before transporting them to a disposal site. Be sure to contact your local municipality to find out about any specific regulations on mattress/box spring disposal.

←Additional Items/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

)PTQJUBMJUZ SPPNT TIPVME CF PVU PG TFSWJDF GPS BU MFBTU @@@@ IPVST PG UIF TFSWJDF FOE UJNF.

**Resident(s) of the infested unit cannot be present during the time of the bed bug service. The resident(s) must vacate the unit during the service for the specified amount of time as deemed by the Orkin Commercial Pest Specialist.**

Service Start Time: \_\_\_\_\_

Estimated Service End Time: \_\_\_\_\_

### Resident(s) preparation of premises for return to occupancy will include:

- ←After treatment, if no encasement is used, re-attach dust cover to bottom of box springs.
- ←Reattach or replace all furniture, pictures, headboards, etc. to their original locations.

**CUSTOMER**





COMMERCIAL SERVICES

## Schedule A-3 Orkin Pest Control COMMERCIAL

### ORKIN® VITALCLEAN™ SPECIAL SERVICE AGREEMENT

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Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Service Day \_\_\_\_\_ Business Type \_\_\_\_\_

Type and No. Structures to inspect \_\_\_\_\_

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Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature ( ) Owner ( ) Lessee ( ) Agent \_\_\_\_\_ Da te \_\_\_\_\_

AG1696POD (rev. 6.20)

**LOCATION**



# Orkin Pest Control COMMERCIAL

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# Service Preparation Checklist

Customer: \_\_\_\_\_

In order to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the preparation of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required.

## ROOMS/AREAS TO BE SERVICED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Customer preparation of premises for service includes:

- 1. Clear all areas to be treated from unnecessary items.
- 2. Remove loose items on top of surfaces to be treated.
- 3. Remove paper and related items that could be damaged by contact with liquid mist.
- 4. Remove food or other perishables from areas to be treated.
- 5. Place any moved items into secured containers, drawers, or in trash bags.
- 6. Do not place trash bags on high touch surfaces that are to be treated.
- 7. Do not touch or sit on wet surfaces until they have dried. Contact between wet Vital Oxide and dark clothing may cause fading to the clothing.

**NOTE:** Vital Oxide does not contain bleach. Fading has not occurred on synthetic furniture fibers or synthetic carpet fibers.

8. Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer's Signature \_\_\_\_\_ Inspector Name (Print) \_\_\_\_\_ Date \_\_\_\_\_





# Service Preparation Checklist

Customer: \_\_\_\_\_

In order to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the preparation of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required.

## ROOMS/AREAS TO BE SERVICED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Customer preparation of premises for service includes:

- 1. Clear all areas to be treated from unnecessary items.
- 2. Remove loose items on top of surfaces to be treated.
- 3. Remove paper and related items that could be damaged by contact with liquid mist.
- 4. Remove food or other perishables from areas to be treated.
- 5. Place any moved items into secured containers, drawers, or in trash bags.
- 6. Do not place trash bags on high touch surfaces that are to be treated.
- 7. Do not touch or sit on wet surfaces until they have dried. Contact between wet Vital Oxide and dark clothing may cause fading to the clothing.

**NOTE:** Vital Oxide does not contain bleach. Fading has not occurred on synthetic furniture fibers or synthetic carpet fibers.

8. Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer's Signature \_\_\_\_\_ Inspector Name (Print) \_\_\_\_\_ Date \_\_\_\_\_



**Schedule A-4 ORKIN**  
**COMMERCIAL ORKIN® VITALCLEAN™ SERVICE AGREEMENT**  
**THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN**  
**BRANCH MANAGEMENT, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.**

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

**I. INTENT**

- A. This Agreement is intended to constitute a mutual understanding between (the Customer) and ORKIN PEST CONTROL.  
B. The services are to be rendered by Orkin to the rooms and areas identified by the Customer at the building(s) and premises of the Customer located at (Service address): \_\_\_\_\_

County Name: \_\_\_\_\_ Is this within city limits? ☐ YES ☐ NO

**II. SCOPE AND NATURE OF WORK**

- A. Orkin Pest Control (hereinafter "Orkin") will provide a disinfection service (the "Service") under the terms and conditions of this Agreement. Orkin shall service only the identified rooms and areas. This Agreement supersedes any terms and conditions for disinfection services set out in any other agreement with Orkin.  
B. This Service under this Agreement is disinfection service only, and does not include service for any pests.

**III. DISCLAIMER OF GUARANTEE:** Orkin is performing a service and expressly disclaims any guarantee of any kind, whether express or implied. Although the materials used shall conform to Federal, State and local laws and ordinances and shall be used by Orkin in accordance with the labels and specifications, the Service does not ensure total elimination of pathogens or viruses such as SARS-CoV-2. While Orkin's Service helps kill pathogens and viruses, Orkin does not guarantee that pathogens or viruses will be completely eradicated, that the services will achieve any success rate, or that the Services will meet Customer's or any other requirements.

**IV. CUSTOMER OBLIGATIONS**

- A. The Customer understands that the results of Service are relative to and dependent upon the cooperation of Customer, and Customer shall extend all necessary cooperation to ensure satisfactory delivery of the selected services, including, but not limited to:  
1. Access to all identified rooms/areas to be serviced to permit performance of the Service.  
2. A thorough preparation of the rooms/area to be serviced in accordance with the applicable Service Preparation Checklist.  
3. Continued cooperation with Orkin as necessary to facilitate the Service.  
B. It is the Customer's obligation to ensure that the rooms/areas are adequately prepared prior to any Service. If they are not adequately prepared then the Service may not be performed.  
C. Customer acknowledges that it has communicated or will communicate to Orkin in writing any information it has or it later obtains, that any persons in the \_\_\_\_\_ have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

**V. SERVICE SCHEDULE:** Orkin will conduct a comprehensive Service to the identified areas on a regular basis \_\_\_\_\_ times(s) per month. ☐ Other: \_\_\_\_\_

**VI. TERMS OF AGREEMENT**

- A. This Agreement shall be effective for a period of one year from the date the agreement was signed, but may be renewed on an annual basis with the mutual consent of both parties.  
B. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in this 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.  
C. Orkin will be relieved of its obligations under the Agreement and Orkin may terminate this Agreement on thirty (30) 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. If any provision or portion thereof, 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 precluding the arbitrator from conducting an arbitration 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.

**VII. PAYMENT:** The cost of the services described herein will be dependent upon the frequency of delivery of the Service.

**VIII. RELEASE AND LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for bodily injury (including, but not limited to, infections from any pathogens or virus, such as SARS-CoV-2 (Coronavirus)) or property damage (to include the structure or contents) caused by the Service. 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 Service to be provided. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived. 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 SERVICE PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

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

**X. INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

**XI. APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.

**XII. CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying chemicals in and around the premises, and that virtually all chemicals have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to chemicals or who has a medical condition affected by chemicals, then Customer shall immediately so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**XIII. 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. (B) Class Action Waiver. ANY LEGAL 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, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE PROCEEDING.

**PAYMENT SUMMARY:** Payment for one year of the Service is as follows:

**1. INITIAL INVESTMENT**

a. Initial Service Charge	\$ _____
b. Sales Tax	\$ _____
c. Product Sales plus tax (if applicable)	\$ _____
<b>TOTAL INVESTMENT (1a + 1b + 1c)</b>	<b>\$ _____</b>

**2. RECURRING INVESTMENT**

a. Recurring Service Charge per service	\$ _____ X _____ = \$ _____
b. Sales Tax per service (if applicable)	\$ _____ X _____ = \$ _____

**TOTAL RECURRING INVESTMENT (2a + 2b)** \$ \_\_\_\_\_

**LESS MONEY DOWN** \$ \_\_\_\_\_

**REMAINING BALANCE** \$ \_\_\_\_\_

**METHOD OF PAYMENT**

- ☐ CASH ☐ CHECK \_\_\_\_\_ ☐ PO# \_\_\_\_\_  
☐ PAYMENT OPTION FORM  
☐ FINANCED - See Separate Finance Agreement  
Unpaid Balance Must Be Financed or Due Upon Completion

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_ Branch Street Address \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_



**Schedule A-4 ORKIN**  
**COMMERCIAL ORKIN® VITALCLEAN™ SERVICE AGREEMENT**  
THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN  
BRANCH MANAGEMENT, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

**I. INTENT**

- A. This Agreement is intended to constitute a mutual understanding between (the Customer) and ORKIN PEST CONTROL.  
B. The services are to be rendered by Orkin to the rooms and areas identified by the Customer at the building(s) and premises of the Customer located at (Service address): \_\_\_\_\_

County Name: \_\_\_\_\_ Is this within city limits? ☐ YES ☐ NO

**II. SCOPE AND NATURE OF WORK**

- A. Orkin Pest Control (hereinafter "Orkin") will provide a disinfection service (the "Service") under the terms and conditions of this Agreement. Orkin shall service only the identified rooms and areas. This Agreement supersedes any terms and conditions for disinfection services set out in any other agreement with Orkin.  
B. This Service under this Agreement is disinfection service only, and does not include service for any pests.

**III. DISCLAIMER OF GUARANTEE:** Orkin is performing a service and expressly disclaims any guarantee of any kind, whether express or implied. Although the materials used shall conform to Federal, State and local laws and ordinances and shall be used by Orkin in accordance with the labels and specifications, the Service does not ensure total elimination of pathogens or viruses such as SARS-CoV-2. While Orkin's Service helps kill pathogens and viruses, Orkin does not guarantee that pathogens or viruses will be completely eradicated, that the services will achieve any success rate, or that the Services will meet Customer's or any other requirements.

**IV. CUSTOMER OBLIGATIONS**

- A. The Customer understands that the results of Service are relative to and dependent upon the cooperation of Customer, and Customer shall extend all necessary cooperation to ensure satisfactory delivery of the selected services, including, but not limited to:
1. Access to all identified rooms/areas to be serviced to permit performance of the Service.
  2. A thorough preparation of the rooms/area to be serviced in accordance with the applicable Service Preparation Checklist.
  3. Continued cooperation with Orkin as necessary to facilitate the Service.
- B. It is the Customer's obligation to ensure that the rooms/areas are adequately prepared prior to any Service. If they are not adequately prepared then the Service may not be performed.  
C. Customer acknowledges that it has communicated or will communicate to Orkin in writing any information it has or it later obtains, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

**V. SERVICE SCHEDULE:** Orkin will conduct a comprehensive Service to the identified areas on a regular basis \_\_\_\_\_ times(s) per month. ☐ Other: \_\_\_\_\_

**VI. TERMS OF AGREEMENT**

- A. This Agreement shall be effective for a period of one year from the date the agreement was signed, but may be renewed on an annual basis with the mutual consent of both parties.  
B. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in this 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.  
C. Orkin will be relieved of its obligations under the Agreement and Orkin may terminate this Agreement on thirty (30) 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. If any provision or portion thereof, 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 precluding the arbitrator from conducting an arbitration 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.

**VII. PAYMENT:** The cost of the services described herein will be dependent upon the frequency of delivery of the Service.

**VIII. RELEASE AND LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for bodily injury (including, but not limited to, infections from any pathogens or virus, such as SARS-CoV-2 (Coronavirus)) or property damage (to include the structure or contents) caused by the Service. 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 Service to be provided. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived. 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 SERVICE PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

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

**X. INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

**XI. APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.

**XII. CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying chemicals in and around the premises, and that virtually all chemicals have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to chemicals or who has a medical condition affected by chemicals, then Customer shall immediately so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**XIII. 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. (B) Class Action Waiver. ANY LEGAL 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, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE PROCEEDING.

**PAYMENT SUMMARY:** Payment for one year of the Service is as follows:

**1. INITIAL INVESTMENT**

a. Initial Service Charge	\$ _____
b. Sales Tax	\$ _____
c. Product Sales plus tax (if applicable)	\$ _____
<b>TOTAL INVESTMENT (1a + 1b + 1c)</b>	<b>\$ _____</b>

**2. RECURRING INVESTMENT**

a. Recurring Service Charge per service	\$ _____ X _____ = \$ _____
b. Sales Tax per service (if applicable)	\$ _____ X _____ = \$ _____

**TOTAL RECURRING INVESTMENT (2a + 2b)** \$ \_\_\_\_\_

**LESS MONEY DOWN** \$ \_\_\_\_\_

**REMAINING BALANCE** \$ \_\_\_\_\_

**METHOD OF PAYMENT**

- ☐ CASH ☐ CHECK \_\_\_\_\_ ☐ PO# \_\_\_\_\_  
☐ PAYMENT OPTION FORM  
☐ FINANCED - See Separate Finance Agreement  
Unpaid Balance Must Be Financed or Due Upon Completion

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_ Branch Street Address \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

AG1701POD (rev. 6.20)

**RAC**



**Schedule A-4 ORKIN**  
**COMMERCIAL ORKIN® VITALCLEAN™ SERVICE AGREEMENT**  
**THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN**  
**BRANCH MANAGEMENT, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.**

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

Customer Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

**I. INTENT**

- A. This Agreement is intended to constitute a mutual understanding between (the Customer) and ORKIN PEST CONTROL.  
B. The services are to be rendered by Orkin to the rooms and areas identified by the Customer at the building(s) and premises of the Customer located at (Service address): \_\_\_\_\_

County Name: \_\_\_\_\_ Is this within city limits? ☐ YES ☐ NO

**II. SCOPE AND NATURE OF WORK**

- A. Orkin Pest Control (hereinafter "Orkin") will provide a disinfection service (the "Service") under the terms and conditions of this Agreement. Orkin shall service only the identified rooms and areas. This Agreement supersedes any terms and conditions for disinfection services set out in any other agreement with Orkin.  
B. This Service under this Agreement is disinfection service only, and does not include service for any pests.

**III. DISCLAIMER OF GUARANTEE:** Orkin is performing a service and expressly disclaims any guarantee of any kind, whether express or implied. Although the materials used shall conform to Federal, State and local laws and ordinances and shall be used by Orkin in accordance with the labels and specifications, the Service does not ensure total elimination of pathogens or viruses such as SARS-CoV-2. While Orkin's Service helps kill pathogens and viruses, Orkin does not guarantee that pathogens or viruses will be completely eradicated, that the services will achieve any success rate, or that the Services will meet Customer's or any other requirements.

**IV. CUSTOMER OBLIGATIONS**

- A. The Customer understands that the results of Service are relative to and dependent upon the cooperation of Customer, and Customer shall extend all necessary cooperation to ensure satisfactory delivery of the selected services, including, but not limited to:
1. Access to all identified rooms/areas to be serviced to permit performance of the Service.
  2. A thorough preparation of the rooms/area to be serviced in accordance with the applicable Service Preparation Checklist.
  3. Continued cooperation with Orkin as necessary to facilitate the Service.
- B. It is the Customer's obligation to ensure that the rooms/areas are adequately prepared prior to any Service. If they are not adequately prepared then the Service may not be performed.  
C. Customer acknowledges that it has communicated or will communicate to Orkin in writing any information it has or it later obtains, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

**V. SERVICE SCHEDULE:** Orkin will conduct a comprehensive Service to the identified areas on a regular basis \_\_\_\_\_ times(s) per month. ☐ Other: \_\_\_\_\_

**VI. TERMS OF AGREEMENT**

- A. This Agreement shall be effective for a period of one year from the date the agreement was signed, but may be renewed on an annual basis with the mutual consent of both parties.  
B. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in this 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.  
C. Orkin will be relieved of its obligations under the Agreement and Orkin may terminate this Agreement on thirty (30) 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. If any provision or portion thereof, 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 precluding the arbitrator from conducting an arbitration 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.

**VII. PAYMENT:** The cost of the services described herein will be dependent upon the frequency of delivery of the Service.

**VIII. RELEASE AND LIMITATION OF LIABILITY:** The Customer expressly releases Orkin from liability for any claim for bodily injury (including, but not limited to, infections from any pathogens or virus, such as SARS-CoV-2 (Coronavirus)) or property damage (to include the structure or contents) caused by the Service. 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 Service to be provided. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived. 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 SERVICE PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

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

**X. INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

**XI. APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.

**XII. CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying chemicals in and around the premises, and that virtually all chemicals have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to chemicals or who has a medical condition affected by chemicals, then Customer shall immediately so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**XIII. 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. **(B) Class Action Waiver.** ANY LEGAL 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, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE PROCEEDING.

**PAYMENT SUMMARY:** Payment for one year of the Service is as follows:

**1. INITIAL INVESTMENT**

a. Initial Service Charge	\$ _____
b. Sales Tax	\$ _____
c. Product Sales plus tax (if applicable)	\$ _____
<b>TOTAL INVESTMENT (1a + 1b + 1c)</b>	<b>\$ _____</b>

**2. RECURRING INVESTMENT**

a. Recurring Service Charge per service	\$ _____ X _____ = \$ _____
b. Sales Tax per service (if applicable)	\$ _____ X _____ = \$ _____

**TOTAL RECURRING INVESTMENT (2a + 2b)** \$ \_\_\_\_\_

**LESS MONEY DOWN** \$ \_\_\_\_\_

**REMAINING BALANCE** \$ \_\_\_\_\_

**METHOD OF PAYMENT**

- ☐ CASH ☐ CHECK \_\_\_\_\_ ☐ PO# \_\_\_\_\_  
☐ PAYMENT OPTION FORM  
☐ FINANCED - See Separate Finance Agreement  
Unpaid Balance Must Be Financed or Due Upon Completion

Inspector Name (PRINT) \_\_\_\_\_ Employee ID # or Certification # \_\_\_\_\_ Branch Street Address \_\_\_\_\_

Branch Telephone Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_



## Commercial Customer Service Record

*Fill out any special instructions for your Orkin Technician.*

Enter Messages to Print on Service Ticket:

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Directions:

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Nearest Cross Street:

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Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets: ☐

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Special Instructions:

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# Service Preparation Checklist

Customer: \_\_\_\_\_

In order to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the preparation of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required.

## ROOMS/AREAS TO BE SERVICED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Customer preparation of premises for service includes:

1. Clear all areas to be treated from unnecessary items.
2. Remove loose items on top of surfaces to be treated.
3. Remove paper and related items that could be damaged by contact with liquid mist.
4. Remove food or other perishables from areas to be treated.
5. Place any moved items into secured containers, drawers, or in trash bags.
6. Do not place trash bags on high touch surfaces that are to be treated.
7. Do not touch or sit on wet surfaces until they have dried. Contact between wet Vital Oxide and dark clothing may cause fading to the clothing.  
**NOTE:** Vital Oxide does not contain bleach. Fading has not occurred on synthetic furniture fibers or synthetic carpet fibers.

8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer's Signature \_\_\_\_\_

Inspector Name (Print) \_\_\_\_\_

Date \_\_\_\_\_



## Service Preparation Checklist

Customer: \_\_\_\_\_

In order to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the preparation of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required.

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_____	_____
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8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer's Signature \_\_\_\_\_

Inspector Name (Print) \_\_\_\_\_

Date \_\_\_\_\_