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, 202\(\frac{1}{4}\) nd remain in place for five (5) years. The initial term of this agreement will expire on April 8, 202\(\frac{1}{4}\) he 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) <u>Pest Damage</u>. 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) <u>Consequential Damages</u>. 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. 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

Procurement Services November 2018

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: <u>2170 Piedmont Road NE</u>		
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: <u>Lynn McAlpine</u>		
Address: University of Nebraska at Omaha Procurement 6001 Dodge St Omaha, NE 68182		
Email: Imcalpine@unomaha.edu		
Phone: <u>402.554.3514</u>		
Supplier Name: Orkin, LLC	The Board of Regents of the University of Nebraska:	
By: Deborah A Toth	By: Cliris kabourck (. U
Printed Name:	Chris Kabourek Printed Name:	

Title: Government Business Development Manageritle: 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 Conducing 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
 - o 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)

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 determined by and perioritied by Orkin at no charge to the Customer. The ball stations and all components are not owned by the Customer and may be removed by Orkin at the 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 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 arround 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

Successors, assigns, officers of directors from any and an iosses and nabilities for personal right of death, whether known, directors from the death of 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 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.

GRID#

Customer		Date		st		
Street Address (Treated Premises)	State	Zip Code	c. Additional Annual Mo	st onitoring Fee + c)	\$	
Jily	State	Zip Code	2. Other Items:			
Home Phone	Work Phone	e City Limits? ■ Yes ■ No	b. Other Fees		\$	
county Name	is this within the	e City Limits? • Yes • No	3. TOTAL: Price (sum 1 +		\$	
Billing Name (if different)			4. LESS: Down Payment5. Unpaid Balance (3 min			
Billing Address (if different)			METHOD OF PAYMENT:	FINANCED - See Separat	e Finance Agreem	ent
City	State	Zip Code	DOWN PAYMENT MADE BY:	CASH - BALANCE DUE U CHECK #		N OF WORK
ype of structure to be treated			_	PAYMENT OPTION	FORM	
nspector Name (PRINT)	Employee ID # or	r Certification #	Branch Street Address			
Branch Telephone Number THIS AGREEMENT IS NOT VALID I	UNTIL APPROVED BY THE	BRANCH MANAGER	City		State	Zip Code
Branch Manager's Signature		Date	Customer's Signature			Date

LOCATION

AG1308POD REV. 8/2019

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.

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

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)

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.

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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 determined by and perioritied by Orkin at no charge to the Customer. The ball stations and all components are not owned by the Customer and may be removed by Orkin at the 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 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 (in circlude 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 in any one or more years, at any subsequent increase Orkin 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.

REÍNSPECTION: 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.

GRID#

			DAC		
Branch Manager's Signature		Date	Customer's Signature		Date
Branch Telephone Number THIS AGREEMENT IS NOT VALID U	JNTIL APPROVED BY THE B	RANCH MANAGER	City	State	Zip Code
nspector Name (PRINT)	Employee ID # or C	Certification #	Branch Street Address		
Type of structure to be treated			_	PAYMENT OPTION FORM	
Dity	State	Zip Code	DOWN PAYMENT MADE BY:	CASH - BALANCE DUE UPON COMPL CHECK #	ETION OF WORK
Billing Address (if different)			METHOD OF PAYMENT:	FINANCED - See Separate Finance Agr	reement
Billing Name (if different)				us 4)	
County Name	ls this within the	City Limits? ■ Yes ■ No	Subtotal (sum a + b) 3. TOTAL: Price (sum 1 +)	\$
Home Phone	Work Phone		a. Sales Taxes b. Other Fees	\$\$	
City	State	Zip Code	2. Other Items:	+ c)	
Street Address (Treated Premises)			c. Additional Annual Me	onitoring Fee\$	
Sustomer		Date		st\$s st\$s	
Customer		Date	1. Service Purchased:		

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

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

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)

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

WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAWAGE RELATED TO THE SERVICE I EN ORWING. GOSTOWNER AND THE COLOR AND INJURY OR DAWAGE RELATED TO THE SERVICE IN ORWING. GOSTOWNER AND THE COLOR AND THE 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 in any one or more years, at any subsequent increase Orkin 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.

REÍNSPECTION: 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

TREMITES, 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.

GRID#

			4. Comitee Donahaaad		
Customer		Date		st\$ st\$	
Street Address (Treated Premises)			c. Additional Annual M	onitoring Fee\$	
City	State	Zip Code	2. Other Items:	+ c)	
Home Phone	Work Phone		b. Other Fees	\$\$	
County Name	Is this within t	he City Limits? ■ Yes ■ No	3. TOTAL: Price (sum 1 -)	\$
Billing Name (if different)				us 4)	
Billing Address (if different)			METHOD OF PAYMENT:	FINANCED - See Separate Finance A	greement
City	State	Zip Code	DOWN PAYMENT MADE BY:	CASH - BALANCE DUE UPON COMP CHECK #	
Type of structure to be treated			_	PAYMENT OPTION FORM	
Inspector Name (PRINT)	Employee ID #	or Certification #	Branch Street Address		
Branch Telephone Number THIS AGREEMENT IS NOT VALID	UNTIL APPROVED BY TH	E BRANCH MANAGER	City	State	Zip Code
Branch Manager's Signature		Date	Customer's Signature		Date
AG1308POD REV 8/2019		CU	STOMER		

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

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

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



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.

Cu	stomer Name				Date	
Cu	stomer Service Address					
	y					
	ing Address					
	y			Phone		
	rvice Day					
	pe and No. Structures to Inspect					
The	e Rooms / Areas to be Inspected					
_	OFFINIOR OLIVERANTEE OLIVERANTEE	(1				
I.	SERVICE GUARANTEE: Orkin Pest Control bug inspection service and, if necessary, a	(hereinafter "Orkin") will provide a be bed bug treatment service under the	e I agree to pay ORKIN	I the below amount prior to	eceiving services	
	terms and conditions of this Agreement. A. The inspection is of the condition of the	area only as of the date and time the	e INSPECTION FEE	\$	PAYMENT MA	DE BY:
	inspection takes place. It is not an expres any kind against the presence of bed bugs	ss or implied warranty or quarantee of	Of TREATMENT FEE	\$	■ PO #	
	not present. Moreover, due to the chara	acteristics of bed bugs, which can be	e ENCASEMENTS	\$		
	introduced into a room at any time, it is po be brought into the area inspected.	ssible that bed bugs could in the future	e ADJUSTMENTS	\$	COMPLETE	EASY
	 B. If bed bugs are discovered during the inst 	pection, a treatment is provided unde	NON-PREPARED	ROOM FEE \$	PAYMEN	ΓFORM
	this Agreement. It includes a 30-day retri provide permanent control or continuous	protection. Orkin does not guarante	e ORKIN PREPARA			
	that bed bugs will not return, but if they ret following the completion of treatment, Ork	turn to the treated areas within 30 day	SALES/SERVICE TA			
II.	SERVICE EXCLUSION: The Customer und	derstands that this inspection and,	if AMOUNT DUE	\$		
	applicable, any treatment is for bed bugs onle other pests. Inspection results are indicative	y and does not include service for an of the condition of the areas inspected	У	\$		
	at the time they are inspected and are del Customer.	pendent upon the cooperation of the	e BALANCE DUE	\$		
III.	CUSTOMER OBLIGATIONS: Customer un		e	Ψ		
	relative to and dependent upon the coopera agrees to assist Orkin as reasonably necessary	ation of the Customer, and Custome	r making accessible the areas t	o be serviced and completing	he Conventional B	ed Bug Treatment Prei
	Sheet - Multifamily and Hospitality Checklist.					
	Customer understands that results of service which includes making actions and the service which includes making actions.	vice are relative to and dependent upo scessible the areas to be serviced and	on the cooperation of the Cust completing the Conventional E	tomer, and Customer agrees t Bed Bug Treatment Prep Shee	o assist Orkin as re :- Multifamily and H	asonably necessary to ospitality Checklist.
	facilitate service which includes making ac B. If the Conventional Bed Bug Treatment Pr	ep Sheet - Multifamily and Hospitality	Checklist is not completed for	r hospitality customers, Orkin,	f Customer agrees	, may prepare the roon
	before treatment at an additional cost of Multifamily and Hospitality Checklist for all C I agree that for any room	room(s), Orkin will not treat the room l	but the Customer will be charg	ed \$for that roo	m for Orkin's time.	reatment Prep Sneet
	C I agree that for any room	where the Conventional Bed Bug Tre	eatment Prep Sheet - Multifam	ily and Hospitality Checklist ha	s not been complet	ted, Orkin may prepare
IV.	customer initials that room for an additiona LIMITATION OF LIABILITY: The Customer et the structure or contents) caused by any pest	expressly releases Orkin from liability f	for any claim for personal injury	y (including stings or bites from	any pests) or prop	erty damage (to include
	Orkin for the services to be provided. In no ev	ts. The Customer agrees that under n ent will Orkin be responsible for conse	io circumstances shall Orkin b equential damages for loss of t	e liable for any amount greate use of property. Any claim by th	r than the amount p ie Customer for dar	paid by the Customer to mages must be made in
٧.	writing within one (1) year of the incident at is INDEMNIFICATION: The Customer agrees to	ssue or it will be deemed waived.				•
	claims lawsuits losses penalties damages	expenses (to include reasonable attor	rney's fees) settlements cost	s charges and liabilities of eve	ry kind and nature:	arising out of or relating
	to any and all claims, demands, obligations, a connection with the services provided hereun MEDIATION/ARBITRATION: ANY CONTRO	actions, proceedings or causes of actions, proceedings or causes of action (hereinafter "Claim"), unless such	ons of every kind and characte Claim is caused by the gross	er, including injury to person or negligence or willful miscond	property of whatso	ever kind and nature in
VI.	MEDIATION/ARBITRATION: ANY CONTRO	OVERSY OR CLAIM ARISING OUT	OF OR RELATING TO THIS	AGREEMENT, OR THE SER	ICES PERFORM	D BY ORKIN UNDER
	THIS AGREEMENT OR ANY OTHER AGRE OR ACCEPTANCE OF THIS AGREEMENT,	INCLUDING BUT NOT LIMITED TO	ANY TORT AND STATUTOR	R CLAIM AROSE BEFORE O RY CLAIMS, AND ANY CLAIM	R AFTER THE EXI S FOR PERSONA	ECUTION, TRANSFER L OR BODILY INJUR
	OR DAMAGE TO REAL OR PERSONAL PRIBE ADMINISTERED UNDER THE RULES OR RULES, A CLAIM SHALL BE DETERMIN PROCEDURES ARE APPLICABLE. ANY OT	OPERTY, SHALL BE SETTLED BY B	BINDING ARBITRATION, UNL	ESS THE PARTIES AGREE (THERWISE, THE	ARBITRATION SHALL
	RULES, A CLAIM SHALL BE DETERMIN	IED UNDER THE AAA SUPPLEME	ENTARY PROCEDURES FO	OR CONSUMER-RELATED	DISPUTES IN CA	ASES WHERE SUCH
	PROCEDURES ARE APPLICABLE. ANY OT AND ORKIN AGREE THAT THE ARBITR	HER CONTROVERSY OR CLAIM SH ATOR SHALL FOLLOW THE SUB	HALL BE DETERMINED UND STANTIVE LAW INCLUDI	ER THE AAA COMMERCIAL . NG THE TERMS AND CON	ARBITRATION RUI	LES. THE CUSTOMER S AGREEMENT THE
	ARBITRATOR'S POWERS TO CONDUCT A	NY ARBITRATION PROCEEDING U	INDER THIS AGREEMENT S	SHALL BE LIMITED AS FOLLO)WS: ANY ARBITR	ATION PROCEEDING
	UNDER THIS AGREEMENT WILL NOT BE (OTHER PREMISES, AND WILL NOT PROC	FED AS A CLASS ACTION PRIVAT	F ATTORNEY GENERAL AC	TION OR SIMIL AR REPRESE	NTATIVE ACTION	FITHER PARTY HAS
	THE RIGHT TO REQUIRE A PANEL OF THR	EE (3) ARBITRATORS, BUT IN THE	ABSENCE OF THE PARTIES	'AGREEMENT. THE REQUES	STING PARTY SHA	ALL BE RESPONSIBLE
	FOR THE COST OF THE ADDITIONAL ARE REASONED OPINION. THE AWARD RENDI	ERED BY THE ARBITRATOR(S) SHA	ALL BE FINAL AND BINDING	ON ALL PARTIES, EXCEPT T	HAT A PARTY MA	Y WITHIN 30 DAYS OF
	THE ORIGINAL AWARD REQUEST AN ARE ARBITRATOR(S). THE APPEALING PARTY	BITRAL APPEAL TO AN APPÈÁL TR Z SHALL BE DESDONSBLE FOR T	RIBUNAL, CONSTITUTED IN	THE SAME NUMBER AND B'	THE SAME PRO	CESS AS THE INITIAI
	APPEAL TRIBÚÑAL UNDER APPLICABLE I	LAW. THE APPEAL TRIBUNAL SHAL	LL REVIEW ALL QUESTIONS	S OF LAW AND FACT UNDER	A CLEARLY ERR	ONEOUS STANDARD
	THE AWARD OF THE APPEAL TRIBUNAL S CUSTOMER AND ORKIN ACKNOWLEDG	SHALL BE FINAL AND BINDING. JUD SE AND AGREE THAT THIS ARBIT	DGMENT MAY BE ENTERED TRATION PROVISION IS M	ON THE AWARD IN ANY CO IADE PURSUANT TO A TRA	URT HAVING JURI NSACTION INVO	ISDICTION THEREOF ILVING INTERSTATI
	COMMERCE AND SHALL BE GOVERNED B	BY THE FEDERAL ARBITRATION AC	CT. BEFORE HAVING RECOL	JRSE TO ARBITRATION, CUS	STOMER AND ORK	(IN EACH AGREES TO
	TRY IN GOOD FAITH TO SETTLE ANY C MEDIATION RULES WITH ORKIN AGREEI	NG TO PAY THE COSTS OF THE ME	EDIATION.			
VII.	CHEMICAL INFORMATION WARNING: Vir believes you have a sensitivity to chemical od	tually all pesticides have some odor	which may be present for a p			
	with your family physician. At your request, O	orkin will provide information about the	chemicals to be used in treat	ing the premises.		mm you have consulted
VIII IX.	 APPLICABLE LAW: This Agreement shall be ENTIRE AGREEMENT: Customer acknowled 	e governed by and construed under the edges that the only terms and condit	ne laws of the State of Georgia tions of this agreement are th	i, witnout regard to its conflicts hose stated within this docum	or laws principles. lent and that there	are no other terms of
	provisions which apply other than those prin	nted herein. If any provision or portion	n thereof, of this Agreement i	is found to be invalid or unen	forceable, it shall n	ot affect the validity of
	enforceability of any other part of this Agreem arbitration proceeding as a class, representation	tive or private attorney general action				
	shall be deemed to be deleted from this Agre	ement.		•		
Insp	ector Name (PRINT) Employ	ree ID # or Certification #	Branch Street Address			
	nch Telephone Number S AGREEMENT IS NOT VALID UNTIL APPROVED BY ORK	(IN MANAGEMENT	City		State	Zip Code
Bran	nch Management Signature	Date	Customer's Signature (() Owner () Lessee	() Agent	Date



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 BEHALE OF ORKIN

Cus	stomer Name			Date	
Cus	stomer Service Address				
	State				
Billi	ing Address				
	State		Phone		
	vice DayBusiness Type				
	pe and No. Structures to Inspect				
The	e 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	I agree to pay ORKIN the below a	•	•	
	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 FEE		PAYMENT MA	
	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	TREATMENT FEE	\$		
	not present. Moreover, due to the characteristics of bed bugs, which can be	ENCASEMENTS		CHECK	
	introduced into a room at any time, it is possible that bed bugs could in the future be brought into the area inspected.	ADJUSTMENTS	\$	COMPLETE	EASY
	B. If bed bugs are discovered during the inspection, a treatment is provided under	NON-PREPARED ROOM FEE	\$	PAYMEN	ΓFORM
	this Agreement. It includes a 30-day retreatment guarantee only. It WILL NOT provide permanent control or continuous protection. Orkin does not guarantee	ORKIN PREPARATION FEE	\$		
	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. SERVICE EXCLUSION: The Customer understands that this inspection and, if	SALES/SERVICE TAX	\$		
I.	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	AMOUNT DUE	\$		
	other pests. Inspection results are indicative of the condition of the areas inspected	AMOUNT PAID	\$		
	at the time they are inspected and are dependent upon the cooperation of the Customer.	BALANCE DUE	\$		
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 ma	king accessible the areas to be serviced	and completing	the Conventional B	ed Bug Treatment Pr
	Sheet - Multifamily and Hospitality Checklist. A. Customer understands that results of service are relative to and dependent upon t	the cooperation of the Customer, and Cu	stomer agrees t	o assist Orkin as re	asonably necessary
	facilitate service which includes making accessible the areas to be serviced and con	npleting the Conventional Bed Bug Treati	ment Prep Sheet	t - Multifamily and H	ospitality Checklist.
	before treatment at an additional cost of \$per room. For multifamily	customers, if Customer does not comp	olete the Conve	entional Bed Bug T	reatment Prep Shee
	Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but	the Customer will be charged \$	for that roo	m for Orkin's time.	ed Orkin may prepa
	A. Customer understands that results of service are relative to and dependent upon tacilitate service which includes making accessible the areas to be serviced and cor B. If the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Ch before treatment at an additional cost of \$ per room. For multifamily Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but C I agree that for any room where the Conventional Bed Bug Treatment in the composition of the conventional Bed Bug Treatment in the composition of the structure of contents of the structure of the struct				anti dana ana (ta inali
IV.	the structure or contents) caused by any pests. The Customer agrees that under no c	any claim for personal injury (including sti ircumstances shall Orkin be liable for any	ngs or bites from / amount greate	i any pests) or prop r than the amount p	erty damage (to incit aid by the Custome
	Orkin for the services to be provided. In no event will Orkin be responsible for consequenting within one (1) year of the incident at issue or it will be deemed waived.	ential damages for loss of use of property	. Any claim by th	ne Customer for dar	nageś must be made
٧.	INDEMNIFICATION: The Customer agrees to defend, indemnify and hold harmless O	rkin, its directors, officers and employees	s, agents and rep	presentatives, from	and against any and
	claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attornet or any and all claims, demands, obligations, actions, proceedings or causes of actions connection with the services provided hereunder (hereinafter "Claim"), unless such ClameDiaTion/Arbitration: Any Controversy or Claim Arising Out Of This Agreement, Regarbless of Whether Or Acceptance of this Agreement, including but not limited to an Or Damage to Real on Personal Property, Shall be Settled by Bind Be Administered under the Rules of the American Arbitration assonables, a Claim Shall be Determined under the Aaa Supplement Procedures are Applicable. Any Other Controversy or Claim Shall And Orkin Agree that the Supplement of the Supplemen	y's fees), settlements, costs, charges and of every kind and character, including in	d liabilities of eve iurv to person or	ery kind and nature a property of whatso	arising out of or relat ever kind and nature
\/I	connection with the services provided hereunder (hereinafter "Člaim"), unless such Claim (hereinafter "Claim"), unless such claim (hereinafter "Claim"), unless such claim (hereinafter "Claim"), unless	aim is caused by the gross negligence or	willful miscondu	ict of Orkin.	ED BY OBKIN LINDS
V I.	THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER	R THE CONTROVERSY OR CLAIM ARC	SE BEFORE O	R AFTER THE EXI	ECUTION, TRANSF
	OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN	NY TORT AND STATUTORY CLAIMS, A DING ARRITRATION LINI ESS THE PAI	ND ANY CLAIM	IS FOR PERSONA	L OR BODILY INJUI ARRITRATION SHA
	BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSO	OCIATION ("AAA") AND SHALL BE CON	IDUCTED BY A	AA. IF ADMINISTE	RED UNDER THE A
	PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHAL	LL BE DETERMINED UNDER THE AAA	IER-RELATED COMMERCIAL	ARBITRATION RU	LES. THE CUSTOM
	THE CHARLEST THE THE PROPERTY OF THE CODE	/ = =,ozozoz .z			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UND UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH AN	IY ACTION OR LEGAL PROCEEDING L	JNDER ANY OT	HER AGREEMEN	ΓOR INVOLVING A
	OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE A THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS. BUT IN THE ABS	TTORNEY GENERAL ACTION OR SIM SENCE OF THE PARTIES' AGREEMEN	ILAR REPRESE T THE REQUES	ENTATIVE ACTION STING PARTY SHA	. EITHER PARTY H J. I. BE RESPONSIB
	THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSECT THE COST OF THE ADDITIONAL ARBITRATORS, EITHER PARTY MAY RECORD THE ADDITIONAL ARBITRATORS.	QUEST AT ANY TIME PRIOR TO THE	HEARING THAT	THE AWARD BE	ACCOMPANIED BY
	REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBL				
	ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE	FILING FEE AND OTHER ARBITRATI	ON FEES AND	COSTS SUBJECT	TO AWARD BY T
	APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL F THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGN	MENT MAY BE ENTERED ON THE AWA	ARD IN ANY CO	URT HAVING JURI	SDICTION THERE
	CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRA COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. I	ATION PROVISION IS MADE PURSU REFORE HAVING RECOURSE TO ARR	ANT TO A TRA	NSACTION INVO	LVING INTERSTA
	TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LE	AST FOUR (4) HOURS OF MEDIATION	ON ADMINISTE	RED UNDER THE	AAA COMMERCI
VII.	MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor whi		after application	. If you or any men	nber of your househo
	believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that	you not have an initial or a subsequent se	ervice performed	at your premises u	ntil you have consul
VIII.	with your family physician. At your request, Orkin will provide information about the ch. APPLICABLE LAW: This Agreement shall be governed by and construed under the la	aws of the State of Georgia, without rega	rd to its conflicts	of laws principles.	
IX.	ENTIRE AGREEMENT: Customer acknowledges that the only terms and condition provisions which apply other than those printed herein. If any provision or portion the	is of this agreement are those stated we pereof, of this Agreement is found to be	ithin this docum	ent and that there	are no other terms
	enforceability of any other part of this Agreement. Provided, however, that as to the par	agraph on MEDIATION/ARBITRATION,	if the sentence p	recluding the arbitra	ator from conducting
	arbitration proceeding as a class, representative or private attorney general action is f shall be deemed to be deleted from this Agreement.	ound to be invalid or unenforceable then	the entirety of the	ne MEDIATION/AR	BITRATION paragra
nec	•	Branch Street Address			
	ector Name (PRINT) Employee ID # or Certification #	Branch Street Address			
	ch Telephone Number S AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT	City		State	Zip Code
	ich Management Signature Date	Customer's Signature () Owner	() Lessee	() Agent	Date
ran					



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.

Cu	stomer Name		Da	ate	
Cu	stomer Service Address				
	yState_				
	ing Address				
	yState		Phone		
	rvice DayBusiness Type				
	pe and No. Structures to Inspect				
The	e 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	I agree to pay ORKIN the below a	mount prior to re	ceiving services	i.
	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 FEE	\$	_PAYMENT MA	ADE BY:
	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	TREATMENT FEE		_■ PO#	
	not present. Moreover, due to the characteristics of bed bugs, which can be	ENCASEMENTS	\$	_■ CHECK	■ CASH
	introduced into a room at any time, it is possible that bed bugs could in the future be brought into the area inspected.	ADJUSTMENTS	\$		
	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	NON-PREPARED ROOM FEE	•		I FORM
	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	ORKIN PREPARATION FEE	\$	_	
II.	following the completion of treatment. Orkin will retreat free of charge	SALES/SERVICE TAX	\$	=	
n.	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	AMOUNT DUE	\$		
	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	AMOUNT PAID	\$		
III.	Customer. CUSTOMER OBLIGATIONS: Customer understands that results of service are	BALANCE DUE	\$	_	
	relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service which includes mak	ing accessible the areas to be serviced	and completing the	e Conventional B	ad Bug Treatment Pres
	Sheet - Multifamily and Hospitality Chacklist				
	A. Customer understands that results of service are relative to and dependent upon the facilitate service which includes making accessible the areas to be serviced and commod. B. If the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Chemical Sheet - Multifamily Albert - Multifamily - Multi	ne cooperation of the Customer, and Cu pleting the Conventional Bed Bug Treatr	stomer agrees to ment Prep Sheet -	assist Orkin as re Multifamily and F	easonably necessary to lospitality Checklist.
	B. If the Conventional Bed Bug Treatment Prep Sheet - Multifamily and Hospitality Che	ecklist is not completed for hospitality cu	stomers, Orkin, if (Sustomer agrees	, may prepare the room
	Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but t	he Customer will be charged \$	for that room	for Orkin's time.	reatment Prep Sneet
	C I agree that for any room where the Conventional Bed Bug Treatment Customer Initials that room for an additional cost (for hospitality customers only).	ent Prep Sheet - Multifamily and Hospita	ality Checklist has	not been comple	ted, Orkin may prepare
IV.	before treatment at an additional cost of \$ per room. For multifamily Multifamily and Hospitality Checklist for all room(s), Orkin will not treat the room but the Company of the Company	ny claim for personal injury (including sti	ngs or bites from a	ny pests) or prop	erty damage (to include
٧.	writing within one (1) year of the incident at issue or it will be deemed waived. INDEMNIFICATION: The Customer agrees to defend, indemnify and hold harmless Or	kin, its directors, officers and employees	s, agents and repre	esentatives, from	and against any and al
	claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney to any and all claims, demands, obligations, actions, proceedings or causes of actions connection with the services provided hereunder (hereinafter "Claim"), unless such Cla	's fees), settlements, costs, charges and of every kind and character, including in	d liabilities of every jury to person or p	right indicated reference roperty of whatso	arising out of or relating sever kind and nature ir
VI.	connection with the services provided hereunder (hereinafter "Člaim"), unless such Cla	im is caused by the gross negligence or OR RELATING TO THIS AGREEMENT	willful misconduct	of Orkin. CES PERFORM	ED BY ORKIN UNDER
• • •	THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BIND BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSORULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENT PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL AND ORBIT AT THE ADDITIONATION ASSORULES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE ADDITIONAL SHALL BE SUPPLIFIED TO BE SHALL BE OUT ON THE SUPPLIFIED THE SHALL BE SUPPLIFIED TO BE SHALL BE SUPPLIFIED TO BE SHALL BE SUPPLIFIED.	THE CONTROVERSY OR CLAIM ARC	SE BEFORE OR	AFTER THE EX	ECUTION, TRANSFER
	OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BIND	ING ARBITRATION. UNLESS THE PAR	RTIES AGREE OT	HERWISE, THE	ARBITRATION SHALI
	BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSO RULES. A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENT	ICIATION ("AAA") AND SHALL BE CON ARY PROCEDURES FOR CONSUM	IDUCTED BY AAA IER-RELATED D	v. IF ADMINISTE DISPUTES IN C	RED UNDER THE AAA ASES WHERE SUCH
	PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL	L BE DETERMINED UNDER THE AAA	COMMERCIAL AF	RBITRATION RU	LES. THE CUSTOMER
	AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTA ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDI UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY	ER THIS AGREEMENT SHALL BE LIM	ITED AS FOLLOV	VS: ANY ARBITE	RATION PROCEEDING
	UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE AT				
	THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABS	ENCE OF THE PARTIES' AGREEMEN	T, THE REQUEST	ING PARTY SHA	ALL BE RESPONSIBLE
	FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQ REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL I	BE FINAL AND BINDING ON ALL PART	IES EXCEPTION	AT A PARTY MA	Y WITHIN 30 DAYS OF
	THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBU ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE	NAL, CONSTITUTED IN THE SAME N FILING FEE AND OTHER ARBITRATI	UMBER AND BY ON FEES AND C	THE SAME PRO OSTS SUBJEC	CESS AS THE INITIAI T TO AWARD BY THE
	APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL R THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING, JUDGM	EVIEW ALL QUESTIONS OF LAW ANI	D FACT UNDER A	CLEARLY ERR	ONEOUS STANDARD
	CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRA	TION PROVISION IS MADE PURSU	ANT TO A TRAN	ISACTION INVO	DLVING INTERSTATE
	COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. B TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEA				
VII	MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIA CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which	ATION.			
	believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that y with your family physician. At your request, Orkin will provide information about the che	ou not have an initial or a subsequent se	ervice performed a		
VIII	APPLICABLE LAW: This Agreement shall be governed by and construed under the law	ws of the State of Georgia, without regar	rd to its conflicts of	laws principles.	
IX.	ENTIRE AGREEMENT: Customer acknowledges that the only terms and conditions provisions which apply other than those printed herein. If any provision or portion the	ereof, of this Agreement is found to be	invalid or unenfor	rceable, it shall r	not affect the validity o
	enforceability of any other part of this Agreement. Provided, however, that as to the para arbitration proceeding as a class, representative or private attorney general action is for	agraph on MEDÍATION/ARBITRATION, i	if the sentence pre	cluding the arbitr	ator from conducting ar
	shall be deemed to be deleted from this Agreement.	dana to be invalid of unefficiteable (fiet)	and entirety of the	WILDIA HOWAK	DITION Paragraps
Inso	ector Name (PRINT) Employee ID # or Certification #	Branch Street Address			
	nch Telephone Number S AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT	City		State	Zip Code
Bran	nch Management Signature Date	Customer's Signature () Owner	() Lessee	() Agent	Date
		STOMER	, ,	. ,	



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 purchasinga 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 a="" comments:<="" items=""> <a <="" href="#" th=""></additional>
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 EndTime:

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



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 purchasinga 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 a="" comments:<="" items=""> <a <="" href="#" th=""></additional>
TQJUBMJUZ SPPNT TIPVME CF PVU PG TFSWJDF GPS BU MFBTU @@@@ IPVST PG UIF TFSWJDF FOE UJNF. esident(s) of the infested unit cannot be present during the time of the bed bug service. The resident(s) must vacate the nit during the service for the specified amount of time as deemed by the Orkin Commercial Pest Specialist.
ervice Start Time:
stimated Service EndTime:

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



Schedule A-3 Orkin Pest Control COMMERCIAL ORKIN® VITALCLEAN™ SPECIAL SERVICE AGREEMENT

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

State Zip Code Phone Phone Phone Zip Code Phone	Pustomor Convice Address				
SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: Origin Pest Control (Intercentation Checklist for any additional rooms/areas) SerVICE: SerVICES RENDERED \$ PAYMENT INTERCENTATION CHECKLIST (Intercentation and operation of a control origin checklist					
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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 THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER PREMESE, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE PROCEEDING. 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. 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. ENTIRE AGREEMENT: Customer acknowledges that the only terms and conditions of this agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed herein. 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, representati	STANDARD. THE AWARD OF	THE APPEAL TRIBUNAL SHALL BE FINAL AND BIT ISTOMER AND ORKIN ACKNOWLEDGE AND AGRE	NDING. JUDGMENT MAY BE ENTERED FE THAT THIS ARRITRATION PROVISION	ON THE AWARD IN	ANY COURT HAVING
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anch Telephone Number City State Zip Code					
anch Telephone Number City State Zip Code					
anch Telephone Number City State Zip Code					
	pector Name (PRINT)	Employee ID # or Certification #	Branch Street Address		
		Employee ID # or Certification #			



Orkin Pest Control COMMERCIAL ORKIN® VITALCLEAN™ SPECIAL SERVICE AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF AREPRESENTATIVE 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		Zip Code	Phone		
Service Day					
ype and No. Structures to inspect					
he Rooms / Areas to be serviced (see Pre	paration Checklist for any additional room	ns/areas)			
SERVICE: Orkin Pest Control (hereinafter		I agree to pay ORKIN the	below amount prior	to receiving this se	ervice.
one-time Service to the rooms/areas in	ditions of this Agreement. Orkin will providentified above. This Service, however,		\$	PAYMENT N	MADE BY:
NOT provide permanent or continuous pro	tection. performing a service and expressly disclaims		\$	— PAYMENTI	
guarantee of any kind, whether express or	implied. Although the materials used shall	PRODUCT SALES	\$		
	nd ordinances and shall be used by Orkin in ons, the Service does not ensure total elimina		\$	- 0112010	NT OPTION FORM
of pathogens or viruses such as SARS-Co	V-2. While Orkin's Service helps kill pathoge	ns	\$		
and viruses, Orkin does not guarantee that	t pathogens or viruses will be completely ny success rate, or that the Services will mee	AMOUNT PAID	\$		
Customer's or any other requirements.	ly success rate, or that the Services will mee	BALANOL BOL	\$		te Finance Agreeme
SERVICE EXCLUSION: The Customer un- service only and does not include service for	derstands that this Service is for disinfection	l	Jnpaid Balance Mus	st Be Financed or D	Due Upon Completion
CUSTOMÉR OBLIGATIONS: Customer un	nderstands that results of the Service are relative Service, which includes making accessite				
and all claims, lawsuits, losses, penalties of of or relating to any and all claims, demand kind and nature in connection with the ser DISPUTE RESOLUTION: (A) MEDIATION PERFORMED BY ORKIN UNDER THIS AVAITER THE EXECUTION, TRANSFER OF CLAIMS FOR PERSONAL OR BODILY THE PARTIES AGREE OTHERWISE, THE AND SHALL BE CONDUCTED BY AAA. PROCEDURES FOR CONSUMER-RELAT DETERMINED UNDER THE AAA COMME SUBSTANTIVE LAW, INCLUDING THE (3) ARBITRATORS, BUT IN THE ABSENC ARBITRATORS, EITHER PARTY MAY RE AWARD RENDERED BY THE ARBITRATOR REQUEST AN ARBITRATA APPEAL TO AN THE APPEALING PARTY SHALL BE RESTRIBUNAL UNDER APPLICABLE LAW. TITHE AWARD OF THE APPEAL THE AAA COMMERCIAL MEDIATION RU (B) Class Action Waiver. ANY LEGAL PR PROCEEDING UNDER ANY OTHER AGR GENERAL ACTION OR SIMILAR REPRES		ittorney's fees), settlements, costs, cis of actions of every kind and charac and, unless such Claim is caused by the claim and an actions of every kind and charac and, unless such Claim is caused by the claim and action action and action	narges and liabilities citer, including injury he gross negligency. ATING TO THIS AG IE CONTROVERSY NY TORT AND ST. SETTLED BY BIERICAN ARBITRATORAS THE RIGHT TO SHOW THE ACCOMPANIED EARTY MAY WITHIN SAME PROCESS COSTS SUBJECT OUNDER A CLEAR WARD IN ANY COLURSUANT TO A TICOURSE TO ARBITHOURS OF MED OINED WITH ANY DAS A CLASS ACT	S of every kind and to person or prope or or wilful miscond REEMENT, OR THY OR CLAIM AROS ATUTORY CLAIMS NDING ARBITRATION ASSOCIATIE AAA SUPPLEME ROVERSY OR CLA SHALL FOLLOW O REQUIRE A PIHE COST OF THISY A REASONED 30 DAYS OF THE AS THE INITIAL TO AWARD BY TILY ERRONEOUS SIDT HAVING JURI RANSACTION INVERTION ADMINIST ACTION OR LEGATION, PRIVATE AT	nature arising out interest of orkin. HE SERVICES SEE BEFORE OR SEE AND ANY TION. UNLESS ON ("AAA") ENTARY AIM SHALL BE VANEL OF THREIS ADDITIONAL OPINION. THE ORIGINAL AWAR ARBITRATOR(S). HE APPEAL STANDARD. SDICTION OLVING MER AND ORKIN TERED UNDER NL
CHEMICAL INFORMATION WARNING: C	Customer shall notify all persons on the premi present for a short time after application. If Cu				
chemicals or who has a medical condition a	affected by chemicals, then Customer shall ir				
ENTIRE AGREEMENT: Customer acknow provisions which apply other than those pring enforceability of any other part of this Agree	be governed by and construed under the law ledges that the only terms and conditions of the nted herein. If any provision or portion therecement. Provided, however, that as to the parallass, representative or private attorney gene	this agreement are those stated with of, of this Agreement is found to be in agraph on MEDIATION/ARBITRATIO	n this document and valid or unenforcea DN, if the sentence p	d that there are no ble, it shall not affe precluding the arbit	ct the validity or rator from
ispector Name (PRINT) Er	nployee ID # or Certification #	Branch Street Address			
ranch Telephone Number		City		State	Zip Code
HIS AGREEMENT IS NOT VALID UNTIL APPROVED BY					
ranch Management Signature	Date	Customer's Signature () Owner	() Lessee	() Agent	Da te



Orkin Pest Control COMMERCIAL ORKIN® VITALCLEAN™ SPECIAL SERVICE AGREEMENT

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

Cı	stomer Name			Da	ate	
Cı	stomer Service Address					
Ci	у	State_	Zip Code_	Phone_		
	ling Address					
	- xy			Phone		
Se	rvice Day	Business Tyne				
	pe and No. Structures to inspect					
	e Rooms / Areas to be serviced (see Preparati					
_						
I.	SERVICE: Orkin Pest Control (hereinafter "Orkin" (the "Service") under the terms and conditions	of this Agreement. Orkin will prov		•	•	ervice.
	one-time Service to the rooms/areas identifie NOT provide permanent or continuous protection					MADE BY:
II.	DISCLAIMER OF GUARANTEE: Orkin is perforr guarantee of any kind, whether express or implied	ning a service and expressly disclaim				
	conform to Federal, State and local laws and ordi	nances and shall be used by Orkin ir		\$ ———	- 011201	
	accordance with the labels and specifications, the of pathogens or viruses such as SARS-CoV-2. W	Service does not ensure total elimin hile Orkin's Service helps kill pathogo	nation AMOUNT DUE	\$		NT OPTION FORM
	and viruses, Orkin does not guarantee that patho	gens or viruses will be completely	AMOUNT PAID	\$		
	eradicated, that the services will achieve any suc Customer's or any other requirements.		BALANCE DUE	\$	_ See Separa	te Finance Agreemer
II.	SERVICE EXCLUSION: The Customer understar service only and does not include service for any	nds that this Service is for disinfection	1	Unpaid Balance Must I	Be Financed or I	Due Upon Completion
/I.	circumstances shall Orkin be liable for any amoun must be made in writing within one (1) year of the OTHER PERSON FOR ANY INDIRECT, INCIDE PERFORMED HEREUNDER INCLUDING, BUT I REPUTATION OR GOODWILL. INDEMNIFICATION: The Customer agrees to de and all claims, lawsuits, losses, penalties, damag of or relating to any and all claims, demands, oblikind and nature in connection with the services pispute RESOLUTION: (A) MEDIATION/ARBI PERFORMED BY ORKIN UNDER THIS AGREEI AFTER THE EXECUTION, TRANSFER OR ACC CLAIMS FOR PERSONAL OR BODILY INJUINED THE PARTIES AGREE OTHERWISE, THE ARBI AND SHALL BE CONDUCTED BY AAA. IF AD PROCEDURES FOR CONSUMER-RELATED DID DETERMINED UNDER THE AAA COMMERCIAL SUBSTANTIVE LAW, INCLUDING THE TER (3) ARBITRATORS, BUT IN THE ABSENCE OF ARBITRATORS. EITHER PARTY MAY REQUES AWARD RENDERED BY THE ARBITRATORS. EITHER PARTY MAY REQUES AWARD RENDERED BY THE ARBITRATOR APPITE APPEALING PARTY SHALL BE RESPONS TRIBUNAL UNDER APPLICABLE LAW. THE APTHE APPEALING PARTY SHALL BE RESPONS TRIBUNAL UNDER APPLICABLE LAW. THE APTHE APPEALING PARTY SHALL BE GENERAL COMMERCIAL MEDIATION RULES V (B) Class Action Waiver. ANY LEGAL PROCEEDING UNDER ANY DETAIL AGREEME GENERAL ACTION OR SIMILAR REPRESENTA CHEMICAL INFORMATION WARRING: Custom Chemicals have some odor which may be present chemicals inspection of the present chemicals present of the present chemicals inspection of the may be present chemicals inspection of the present chemicals inspecti	incident at issue or it will be deemed NTAL, PUNITIVE, SPECIAL OR CON NOT LIMITED TO, LOSS OF USE OF	I waived. IN NO EVENT SHALL EIT NSEQUENTIAL DAMAGES RELATE R ANTICIPATED PROFITS, PRODUTKIN, its directors, officers and emploattorney's fees), settlements, costs, ses of actions of every kind and charm"), unless such Claim is caused by R CLAIM ARISING OUT OF OR REIT, REGARDLESS OF WHETHER INCLUDING BUT NOT LIMITED TO PERSONAL PROPERTY, SHALL ED UNDER THE RULES OF THE AULES, A CLAIM SHALL BE DETE PROCEDURES ARE APPLICABLE OMER AND ORKIN AGREE THAT AGREEMENT. EITHER PARTY REQUESTING PARTY SHALL BE FHEARING THAT THE AWARD BY ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THO OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THO OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THO OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME NUMBER AND BY THE OTHER ARBITRATION FEES AN ALL PARTIES, EXCEPT THAT AF THE SAME ON THE RESIDENCE ON THE MEDIATION.	HER PARTY BE LÍABLE ED TO THIS AGREEME JOTION DELAYS, BUSI Nyees, agents and repres charges and liabilities o acter, including injury to y the gross negligence of LATING TO THIS AGRE THE CONTROVERSY C ANY TORT AND STAT BE SETTLED BY BINI MERICAN ARBITRATION MERICAN ARBITRATION THE ARBITRATOR ANY OTHER CONTRO THE ARBITRATOR THE ARBITRATOR THE ARBITRATOR ESPONSIBLE FOR THE E ACCOMPANIED BY PARTY MAY WITHIN 30 E SAME PROCESS A D COSTS SUBJECT TO TUNDER A CLEARLY AWARD IN ANY COUR PURSUANT TO A TRA ECOURSE TO ARBITR OHORS OF MEDIA JOINED WITH ANY AC ED AS A CLASS ACTIC micals in and around the	E TÓ THE OTHE NT OR THE SE NTERU! SENTATIVES, INTERU! SENTATIVES, INTERU! SENTATIVES, INTERU! SENTATIVES, INTERU! SENTATIVES, INTERU! SENTATIVES, INTERU! SENTATIVES, INTERUES, INT	ER PARTY OR ANY RVICE RVICE PTION, OR LOSS OF and against any nature arising out erty of whatsoever fluct of Orkin. HE SERVICES SE BEFORE OR S. AND ANY TION. UNLESS ON ("AAA") ENTARY AIM SHALL BE V THE PANEL OF THREE E ADDITIONAL OPINION. THE ORIGINAL AWARD. ARBITRATOR(S). HE APPEAL STANDARD. ISDICTION OUVING MER AND ORKIN TERED UNDER AL ITORNEY that virtually all
	chemicals or who has a medical condition affected the chemicals to be used in treating the premises APPLICABLE LAW: This Agreement shall be go	d by chemicals, then Customer shall	immediately so notify Orkin in writing	g. At Customer's reques	t, Orkin will prov	
ζ.	ENTIRE AGREEMENT: Customer acknowledges provisions which apply other than those printed he enforceability of any other part of this Agreement. conducting an arbitration proceeding as a class, re ARBITRATION paragraph shall be deemed to be	that the only terms and conditions of erein. If any provision or portion there Provided, however, that as to the pa epresentative or private attorney gen	f this agreement are those stated wit eof, of this Agreement is found to be tragraph on MEDIATION/ARBITRAT	thin this document and t invalid or unenforceable ION, if the sentence pre	hat there are no e, it shall not affe cluding the arbi	ect the validity or trator from
		ID # or Certification #	Branch Street Address			
	nch Telephone Number S AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN	MANAGEMENT	City		State	Zip Code
Bra	nch Management Signature	Date	Customer's Signature () Owner	() Lessee	() Agent	Da te



Service Preparation Checklist

Custom	er:					
prepar	er to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the ration of rooms/areas to be serviced. The Customer acknowledges that he/she has read and stands the preparation items as set out below, and agrees to perform all preparation as required.					
	ROOMS/AREAS TO BE SERVICED					
Custon	ner 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					

Rev. 6.20 LOCATION



Service Preparation Checklist

Custom	er:					
prepar	er to ensure the satisfactory delivery of Orkin's Service, the Customer must cooperate in the ation of rooms/areas to be serviced. The Customer acknowledges that he/she has read and stands the preparation items as set out below, and agrees to perform all preparation as required.					
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8.	Other:					
Customer'	s Signature Inspector Name (Print) Date					

Rev.6.20 CUSTOMER



Schedule A-4 ORKIN COMMERCIAL ORKIN® VITALCLEANTM SERVICE AGREEMENT

сомм	ERCIAL SERVICES	BRANCH MANAGEMENT, WHO HAS S			IN
Custo	omer Name			Date	
		State			
Billing	Address				
City_		_State	Zin Codo	Phono	
	INTENT				
	B. The services are to be reno	I to constitute a mutual understanding between (the Cu dered by Orkin to the rooms and areas identified by the	Customer at the building(s) a	and premises of the Customer located at (Service address):
	County Name:	ORK	nin city limits? YES NO		
II.	A. Orkin Pest Control (herein	ORK after "Orkin") will provide a disinfection service (the "Se	rvice") under the terms and co	onditions of this Agreement. Orkin shall ser	rvice only the identified rooms and
	areas. This Agreement su	persedes any terms and conditions for disinfection sen- greement is disinfection service only, and does not inc	vices set out in any other agre	ement with Orkin.	,
III.	DISCLAIMER OF GUARANTI Federal, State and local laws a	EE: Orkin is performing a service and expressly disclai and ordinances and shall be used by Orkin in accordan	ms any guarantee of any kind nce with the labels and specific	cations, the Service does not ensure total	elimination of pathogens or viruses
	such as SARS-CoV-2. While Cany success rate, or that the S	Orkin's Service helps kill pathogens and viruses, Orkin Services will meet Customer's or any other requirement	does not guarantee that pathors.	ogens or viruses will be completely eradical	ated, that the services will achieve
IV.	CUSTOMER OBLIGATIONS	Is that the results of Service are relative to and depende			
	satisfactory delivery of the 1. Access to all identified	e selected services, including, but not limited to: rooms/areas to be serviced to permit performance of the	the Service.		
	 A thorough preparation Continued cooperation 	n of the rooms/area to be serviced in accordance with with Orkin as necessary to facilitate the Service.	the applicable Service Prepar		
	B. It is the Customer's obliga C. Customer acknowledges t	tion to ensure that the rooms/areas are adequately pre	epared prior to any Service. If in writing any information it ha	they are not adequately prepared then the as or it later obtains, that any persons in th	e Service may not be performed. ne have any medical condition
٧.	or sensitivity which may be SERVICE SCHEDULE: Orkin	e affected by the services contemplated by this agreen will conduct a comprehensive Service to the identified:	nent. areas on a regular basis	times(s) per month. Other:	
VI.	A. This Agreement shall be e	effective for a period of one year from the date the agre	ement was signed, but may b	pe renewed on an annual basis with the mu	utual consent of both parties.
	other terms or provisions	ges that the terms and conditions between the Custom which apply. Any modification or change to these term	ns and conditions must be by	a written Addendum signed by each party	v.
	are not met by the Custon	s obligations under the Agreement and Orkin may terminer, or in the event of a change in state or federal law t	hat materially affects Orkin's o	obligations under this Agreement. If any pr	rovision or portion thereof, of this
	MEDIATION/ARBITRATION	invalid or unenforceable, it shall not affect the validity on the sentence precluding the arbitrator from condu	cting an arbitration proceeding	g as a class, representative or private attor	, that as to the paragraph on ney general action is found to be
VII.	PAYMENT: The cost of the ser	nen the entirety of the MEDIATION/ARBITRATION para vices described herein will be dependent upon the freq	juency of delivery of the Service	ce.	
VIII.		OF LIABILITY: The Customer expressly releases Orkin niury (including, but not limited to, infections from any		MMARY: Payment for one year of the /ESTMENT	Service is as follows:
	structure or contents) caused by	njury (including, but not limited to, infections from any RS-CoV-2 (Coronavirus)) or property damage (to including the Service. The Customer agrees that under no ible for any amount greater than the amount paid by the ce to be provided. Any claim by the Customer for dama one (1) year of the incident at issue or it will be deemed EITHER PARTY BE LIABLE TO THE OTHER PARTY INVINDED CT. INCIDENTAL BUILTIVE.	a. Initial Se	ervice Charge	\$
	Customer to Orkin for the Service	be to be provided. Any claim by the Customer for dame	ages b. Sales Ta		\$
	waived. IN NO EVENT SHALL I	EITHER PARTY BE LIABLE TO THE OTHER PARTY NY INDIRECT. INCIDENTAL, PUNITIVE, SPECIAL OF	OR c. Product	Sales plus tax (if applicable)	\$
	PERFORMED HEREUNDER IN	NY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OF RELATED TO THIS AGREEMENT OR THE SERVICE NCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF	R 2 DECLIDOIN	VESTMENT (1a + 1b + 1c)	\$
	OF REPUTATION OR GOODW		a. Recurrin		
	Insurance coverage in effect.	rkin shall furnish to the Customer a certificate of liability	b. Sales Ta	ax per service (if applicable) \$_	X_= \$
	its directors, officers and employ	omer agrees to defend, indemnify and hold harmless O yees, agents and representatives, from and against an	y and TOTAL REC	CURRING INVESTMENT (2a + 2b)	\$
	face) cattlements costs character	alties, damages, expenses (to include reasonable attor es and liabilities of every kind and nature arising out of	or LECC MON	EY DOWN	\$
	actions of every kind and characters and nature in company with the	emands, obligations, actions, proceedings or causes of cter, including injury to person or property of whatsoev ne services provided hereunder (hereinafter "Claim"), un	er kind REMAININ	G BALANCE	\$
	such Claim is caused by the gro	le services provided hereuridet (hereinalter Claim), di oss negligence or willful misconduct of Orkin. ement shall be governed by and construed under the la	METHOD OF B	PAYMENT	
	the State of Georgia, without re-	gard to its conflicts of laws principles. ARNING: Customer shall notify all persons on the pren	mises CASH [PO#
AII.	that Orkin will be applying chem	nicals in and around the premises, and that virtually all ch may be present for a short time after application. If	☐ PAYMENT C	OPTION FORM - See Separate Finance Agreement	
	Customer knows of any person	on the premises who believes they have a sensitivity to I condition affected by chemicals, then Customer shall	0 Unnaid Bal	ance Must Be Financed or Due Upon	Completion
XIII.	immediately so notify Orkin in v	writing. At Customer's request, Orkin will provide info Mediation/Arbitration: ANY CONTROVERSY OR CI	rmation about the chemicals LAIM ARISING OUT OF OR	RELATING TO THIS AGREEMENT, (
	THE EXECUTION, TRANSFEI	DER THIS AGREEMENT OR ANY OTHER AGREEN R OR ACCEPTANCE OF THIS AGREEMENT, INCLI	UDING BUT NOT LIMITED T	TO ANY TORT AND STATUTORY CLAIM	MS. AND ANY CLAIMS FOR
	PERSONAL OR BODILY INJU OTHERWISE, THE ARBITRAT	RY OR DAMAGE TO REAL OR PERSONAL PROPI TION SHALL BE ADMINISTERED UNDER THE RUL	ERTY, SHALL BE SETTLED .ES OF THE AMERICAN AR	BY BINDING ARBITRATION. UNLESS BITRATION ASSOCIATION ("AAA") AN	THE PARTIES AGREE D SHALL BE CONDUCTED BY
	DISPUTES IN CASES WHERE	DER THE AAA RULES, A CLAIM SHALL BE DETERI E SUCH PROCEDURES ARE APPLICABLE. ANY O	MINED UNDER THE AAA SI THER CONTROVERSY OR	UPPLEMENTARY PROCEDURES FOR CLAIM SHALL BE DETERMINED UNDI	CONSUMER-RELATED ER THE AAA COMMERCIAL
	CONDITIONS OF THIS AGRE	CUSTOMER AND ORKIN AGREE THAT THE ARBIT EMENT. EITHER PARTY HAS THE RIGHT TO REC	QUIRE A PANEL OF THREE	(3) ARBITRATORS, BUT IN THE ABSE	NCE OF THE PARTIES'
	TIME PRIOR TO THE HEARIN	STING PARTY SHALL BE RESPONSIBLE FOR NG THAT THE AWARD BE ACCOMPANIED BY	A REASONED OPINION	THE AWARD RENDERED BY THE ARE	RITRATOR(S) SHALL BE FINAL
	CONSTITUTED IN THE SAM	IES, EXCEPT THAT A PARTY MAY WITHIN 30 DAY IE NUMBER AND BY THE SAME PROCESS AS BITRATION FEES AND COSTS SUBJECT TO AWA	THE INITIAL ARBITRATO	R(S). THE APPEALING PARTY SHALL	BE RESPONSIBLE FOR THE
	REVIEW ALL QUESTIONS OF	BITRATION FEES AND COSTS SUBJECT TO AWA F LAW AND FACT UNDER A CLEARLY ERRONEOL ED ON THE AWARD IN ANY COURT HAVING JURI	US STANDARD. THE AWAR	OF THE APPEAL TRIBUNAL SHALL	BE FINAL AND BINDING.
	ARBITRATION PROVISION IS	S MADE PURSUANT TO A TRANSACTION INVOLV DURSE TO ARBITRATION, CUSTOMER AND ORKI	ING INTERSTATE COMMER	RCE AND SHALL BE GOVERNED BY T	THE FEDERAL ARBITRATION
	AT LEAST FOUR (4) HOURS	OF MEDIATION ADMINISTERED UNDER THE AAA n Waiver. ANY LEGAL PROCEEDING UNDER THIS	A COMMERCIAL MEDIATION	N RULES WITH ORKIN AGREEING TO	PAY THE COSTS OF THE
	PROCEEDING UNDER ANY (ACTION OR SIMILAR REPRE	OTHER AGREEMENT OR INVOLVING ANY OTHER	PREMISES, AND WILL NO	T PROCEED AS A CLASS ACTION, PR	RIVATE ATTORNEY GENERAL
Inena -	or Nama (PDINT)	Employee ID # or Certification #	Branch Street Address		
mspect	or Name (PRINT)	Employee to # of Ostunication #	Dianon Otteet Address		
	Telephone Number GREEMENT IS NOT VALID UNTIL APPI	ROVED BY ORKIN MANAGEMENT	City	State	Zip Code
A	ONE EMERT TO NOT VALID UNTIL APPI				
Branch	Management Signature	Date	Customer's Signature		Date



Schedule A-4 ORKIN COMMERCIAL ORKIN® VITALCLEANTM SERVICE AGREEMENT THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN

COMM	ERCIAL SERVICES	BRANCH MANAGEMENT, WHO HAS	SOLE AUTHORITY TO EXECU	UTÉ IT ON BEHALF OF ORKÍN.	
Custo	omer Name			Date	
				Phone_	
Billing	Address				
City_				Phone	
	INTENT	to constitute a mutual understanding between (the C			
	B. The services are to be rend	ered by Orkin to the rooms and areas identified by th	e Customer at the building(s) and	d premises of the Customer located at (Service address):	
	County Name:	Is this wi	thin city limits? YES NO		-
II.	A. Orkin Pest Control (hereing	DRK after "Orkin") will provide a disinfection service (the "S	ervice") under the terms and cond	ditions of this Agreement. Orkin shall service only the identified rooms a	and
	areas. This Agreement sur	persedes any terms and conditions for disinfection se preement is disinfection service only, and does not in	rvices set out in any other agreer	ment with Orkin.	
III.	DISCLAIMER OF GUARANTE	E: Orkin is performing a service and expressly disclar	nims any guarantee of any kind, v	whether express or implied. Although the materials used shall conform tions, the Service does not ensure total elimination of pathogens or vir	ruses
	such as SARS-CoV-2. While O	rkin's Service helps kill pathogens and viruses, Orkir ervices will meet Customer's or any other requiremer	does not guarantee that pathog	lens or viruses will be completely eradicated, that the services will achieve	eve
IV.	CUSTOMER OBLIGATIONS			omer, and Customer shall extend all necessary cooperation to ensure	
	satisfactory delivery of the	selected services, including, but not limited to: rooms/areas to be serviced to permit performance of		smort and coolema chain chains an incooleary cooperation to chear	
	A thorough preparation	of the rooms/area to be serviced in accordance with with Orkin as necessary to facilitate the Service.	the applicable Service Preparat	tion Checklist.	
	B. It is the Customer's obligat C. Customer acknowledges the	ion to ensure that the rooms/areas are adequately properties that the rooms are an equately properties to Orking	repared prior to any Service. If the	ey are not adequately prepared then the Service may not be performe or it later obtains, that any persons in the premises have any medical	∍d.
V.	condition or sensitivity which	ch may be affected by the services contemplated by will conduct a comprehensive Service to the identified	this agreement.	times(s) per month. □ Other:	
VI.	TERMS OF AGREEMENT			renewed on an annual basis with the mutual consent of both parties.	
	B. The Customer acknowledge		ner and Orkin are those stated in	n this Agreement, that this is the entire agreement, and that there are n	10
	C. Orkin will be relieved of its	obligations under the Agreement and Orkin may term	ninate this Agreement on thirty (3	30) days written notice, if any of the obligations set forth in this Agreem digations under this Agreement. If any provision or portion thereof, of the	nent
	Agreement is found to be i	nvalid or unenforceable, it shall not affect the validity	or enforceability of any other par	rt of this Agreement. Provided, however, that as to the paragraph on as a class, representative or private attorney general action is found to b	
VII.	invalid or unenforceable th	en the entirety of the MEDIATION/ARBITRATION partices described herein will be dependent upon the fre	ragraph shall be deemed to be de	leleted from this Agreement.	50
VIII.	RELEASE AND LIMITATION O	F LIABILITY: The Customer expressly releases Orki	n from DAYMENT CUMB	MARY: Payment for one year of the Service is as follows:	
	etructure or contents) caused by	jury (including, but not limited to, infections from any RS-CoV-2 (Coronavirus)) or property damage (to include the Service. The Customer agrees that under no			
	circumstances shall Orkin be lial	the Service. The Customer agrees that under his be to be provided. Any claim by the Customer for dam ne (1) year of the incident at issue or it will be deeme EITHER PARTY BE LIABLE TO THE OTHER PARTY	a. Initial Servages b. Sales Tax		
	must be made in writing within o waived. IN NO EVENT SHALL E	ne (1) year of the incident at issue or it will be deeme ITHER PARTY BE LIABLE TO THE OTHER PARTY	on one of the control	Sales plus tax (if applicable) \$	
	CONSEQUENTIAL DAMAGES	RELATED TO THIS AGREEMENT OR THE SERVIC	TOTAL INVE	ESTMENT (1a + 1b + 1c) \$	_
	PERFORMED HEREUNDER IN	CLUDING, BUT NOT LIMITED TO, LOSS OF USE ODUCTION DELAYS, BUSINESS INTERUPTION, OR	OR 2 PECUPPING		
IX.	OF REPUTATION OR GOODW INSURANCE: Upon request, Or	ILL. kin shall furnish to the Customer a certificate of liabili	tv	Service Charge per service \$X=\$	
X.		mer agrees to defend, indemnify and hold harmless (Orkin,		
	its directors, officers and employ all claims, lawsuits, losses, pena	ees, agents and representatives, from and against a alties, damages, expenses (to include reasonable atto as and liabilities of every kind and nature arising out o	orney's	URRING INVESTMENT (2a + 2b) \$	
	relating to any and all claims, de	es and liabilities of every kind and nature arising out of mands, obligations, actions, proceedings or causes of the control o	for LESS MONE	•	
	and nature in connection with the	mands, obligations, actions, proceedings or causes of eter, including injury to person or property of whatsoe e services provided hereunder (hereinafter "Claim"), i	unless REMAINING		
XI.	APPLICABLE LAW: This Agree	ss negligence or willful misconduct of Orkin. ment shall be governed by and construed under the			
XII.	CHEMICAL INFORMATION WA	ard to its conflicts of laws principles. ARNING: Customer shall notify all persons on the precials in and around the premises, and that virtually all	mises	CHECK	
	chemicals have some odor which	the premises who believes they have a sensitivity on the premises who believes they have a sensitivity	☐ FINANCED - S	See Separate Finance Agreement	
	chemicals or who has a medical	condition affected by chemicals, then Customer shall vriting. At Customer's request, Orkin will provide inf	l Olipaid Balai	nce Must Be Financed or Due Upon Completion	
XIII.	DISPUTE RESOLUTION (A) N	lediation/Arbitration: ANY CONTROVERSY OR (CLAIM ARISING OUT OF OR R	ELATING TO THIS AGREEMENT, OR THE SERVICES ETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AF	TER
	THE EYECUTION TRANSFER	OD ACCEDIANCE OF THIS ACREEMENT INC.	LIDING BUT NOT LIMITED TO	Y ANY TORT AND STATIITORY OF AIMS, AND ANY OF AIMS FOR	
	OTHERWISE, THE ARBITRAT	ION SHALL BE ADMINISTERED UNDER THE RU ER THE AAA RULES. A CLAIM SHALL BE DETER	LES OF THE AMERICAN ARBI	Y BINDING ARBITRATION. UNLESS THE PARTIES AGREE ITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED E PPLEMENTARY PROCEDURES FOR CONSUMER-RELATED CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL	3Y
	DISPUTES IN CASES WHERE ARBITRATION RULES. THE C	SUCH PROCEDURÉS ARE APPLICABLE. ANY (SUSTOMER AND ORKIN AGREE THAT THE ARBI	OTHER CONTROVERSY OR C TRATOR SHALL FOLLOW TO	CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL HE SUBSTANTIVE LAW. INCLUDING THE TERMS AND	
	CONDITIONS OF THIS AGRE	EMENT. EITHER PARTY HAS THE RIGHT TO RE	QUIRE A PANEL OF THREE (3	3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' DITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT AN	۷Y
	TIME PRIOR TO THE HEARIN	G THAT THE AWARD BE ACCOMPANIED B	Y A REASONED OPINION TH	HE AWARD RENDERED BY THE ARRITRATOR(S) SHALL RE FIN	ΙΔΙ
	CONSTITUTED IN THE SAM FILING FEE AND OTHER ARE	E NUMBER AND BY THE SAME PROCESS AS BITRATION FEES AND COSTS SUBJECT TO AWA	S THE INITIAL ARBITRATOR(ARD BY THE APPEAL TRIBUN	D REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, (S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE AL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL	Ē
	REVIEW ALL QUESTIONS OF	LAW AND FACT UNDER A CLEARLY ERRONEC O ON THE AWARD IN ANY COURT HAVING JUR	OUS STANDARD. THE AWARD DISDICTION THEREOF, CLISTO	OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. OMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS	
	ARBITRATION PROVISION IS	MADE PURSUANT TO A TRANSACTION INVOLV	/ING INTERSTATE COMMERC	CE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION I GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM	N BY
	AT LEAST FOUR (4) HOURS (MEDIATION. (B) Class Action	OF MEDIATION ADMINISTERED UNDER THE AA Waiver. ANY LEGAL PROCEEDING UNDER THI	A COMMERCIAL MEDIATION I S AGREEMENT WILL NOT BE	RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL	
	PROCEEDING ÚNDER ANY C ACTION OR SIMILAR REPRES	THER AGREEMENT OR INVOLVING ANY OTHE	R PREMISES, AND WILL NOT	PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL	٩L
		-			
Inco	or Name (PRINT)	Employee ID # or Certification #	Branch Street Address		
ırıspect	or maille (FMINT)	Employee to # of Octumoduon #	Dianon otreet Addless		
	Telephone Number	DOVED BY OBKIN MANAGENERIT	City	State Zip Code	
IHIS A	GREEMENT IS NOT VALID UNTIL APPR	ROVED BY ORKIN MANAGEMENT			
Branch	Management Signature	Date	Customer's Signature	Date	



Schedule A-4 ORKIN COMMERCIAL ORKIN® VITALCLEANTM SERVICE AGREEMENT THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN

COMM	ERCIAL SERVICES	BRANCH MANAGEMENT, WHO HAS	SOLE AUTH	ORITY TO EXECU	TEIT ON BEHALF OF ORKIN.	
Custo	omer Name				Date	
		State				
City_		State			Phone	
I.	INTENT	to constitute a mutual understanding between (the				
	B. The services are to be rend	lered by Orkin to the rooms and areas identified by t	the Customer a	at the building(s) and	premises of the Customer located at (Ser	vice address):
	County Name:	Is this v ORK after "Orkin") will provide a disinfection service (the "	within city limits	? 🗆 YES 🗆 NO		
II.	A. OIKIITI GOLOGIILIGI (HOTOITI	alter Olkin) will provide a distriction service (the	dervice) unde	i tile terris and condi	itions of this Agreement. Orkin shall service	e only the identified rooms and
	areas. This Agreement su B. This Service under this Ag	persedes any terms and conditions for disinfection s greement is disinfection service only, and does not	services set ou include service	t in any other agreem e for any pests.	nent with Orkin.	
III.	Federal, State and local laws a	EE: Orkin is performing a service and expressly disc and ordinances and shall be used by Orkin in accord	dance with the	labels and specification	ons, the Service does not ensure total elin	nination of pathogens or viruses
	such as SARS-CoV-2. While Cany success rate, or that the S	Orkin's Service helps kill pathogens and viruses, Ork ervices will meet Customer's or any other requireme	kin does not gu ents.	arantee that pathoger	ns or viruses will be completely eradicated	d, that the services will achieve
IV.	CUSTOMER OBLIGATIONS	s that the results of Service are relative to and depen				
	satisfactory delivery of the	selected services, including, but not limited to: rooms/areas to be serviced to permit performance	•	•	no, and castonic chair oxiona an necessi	ary scoperation to enough
	A thorough preparation	n of the rooms/area to be serviced in accordance with with Orkin as necessary to facilitate the Service.	ith the applicat	ole Service Preparation	on Checklist.	
	B. It is the Customer's obliga C. Customer acknowledges t	tion to ensure that the rooms/areas are adequately plat it has communicated or will communicate to Ork	prepared prior	to any Service. If they	y are not adequately prepared then the Se	ervice may not be performed.
V.	condition or sensitivity whi	ch may be affected by the services contemplated by will conduct a comprehensive Service to the identifie	y this agreeme	nt. egular basis	times(s) per month Other:	Tomicoo Havo arry mouloui
VI.	TERMS OF AGREEMENT	effective for a period of one year from the date the ag				
	 B. The Customer acknowledge 	ges that the terms and conditions between the Custo	omer and Orkin	n are those stated in t	this Agreement, that this is the entire agre	ement, and that there are no
	C. Orkin will be relieved of its	which apply. Any modification or change to these te obligations under the Agreement and Orkin may tender, or in the event of a change in state or federal law	erminate this Ac	greement on thirty (30)) days written notice, if any of the poligation	ons set forth in this Agreement
	Agreement is found to be	invalid or unenforceable, it shall not affect the validit DN, if the sentence precluding the arbitrator from con	ty or enforceah	ility of any other part	of this Agreement Provided however the	at as to the naragraph on
VII.	invalid or unenforceable th	in the sentence precluding the abilitation from con- tien the entirety of the MEDIATION/ARBITRATION p vices described herein will be dependent upon the fr	oaragraph shall	l be deemed to be del	leted from this Agreement.	general action is found to be
VIII.	RELEASE AND LIMITATION O	OF LIABILITY: The Customer expressly releases Orn hjury (including, but not limited to, infections from an	rkin from		IARY: Payment for one year of the Se	rvice is as follows:
	pathogens or virus, such as SAI	RS-CoV-2 (Coronavirus)) or property damage (to inc	clude the	1. INITIAL INVES	STMENT	
	circumstances shall Orkin be lia	ble for any amount greater than the amount paid by be to be provided. Any claim by the Customer for da none (1) year of the incident at issue or it will be deem EITHER PARTY BE LIABLE TO THE OTHER PART	the	a. Initial Servib. Sales Tax	ice Charge	\$ \$
	must be made in writing within o	ne (1) year of the incident at issue or it will be deem	ned		ales plus tax (if applicable)	\$ \$
	ANY OTHER PERSON FOR AN	NY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL RELATED TO THIS AGREEMENT OR THE SERVI	OR		STMENT (1a + 1b + 1c)	\$
	PERFORMED HEREUNDER IN	ICLUDING, BUT NOT LIMITED TO, LOSS OF USE DUCTION DELAYS, BUSINESS INTERUPTION, OI	OR	2. RECURRING I	INVESTMENT	
IX.	OF REPUTATION OR GOODW			_	g-p	X= \$
	Insurance coverage in effect.	omer agrees to defend, indemnify and hold harmless	·	b. Sales Tax p	per service (if applicable) \$	X_= \$
	its directors, officers and employ	vees, agents and representatives, from and against	any and	TOTAL RECU	RRING INVESTMENT (2a + 2b)	\$
	fees), settlements, costs, charge relating to any and all claims, de	alties, damages, expenses (to include reasonable at es and liabilities of every kind and nature arising out emands, obligations, actions, proceedings or causes	t of or s	LESS MONEY	DOWN	\$
	and nature in connection with th	emands, obligations, actions, proceedings or causes cter, including injury to person or property of whatso be services provided hereunder (hereinafter "Claim")	ever kind), unless	REMAINING E	BALANCE	\$
XI.	APPLICABLE LAW: This Agree	ess negligence or willful misconduct of Orkin. Dement shall be governed by and construed under the	e laws of	METHOD OF PAY	/MENT	
XII.	CHEMICAL INFORMATION W	gard to its conflicts of laws principles. ARNING: Customer shall notify all persons on the p		□ CASH □ PAYMENT OPT	CHECK PO	#
	chemicals have some odor which	icals in and around the premises, and that virtually a ch may be present for a short time after application.	If		ee Separate Finance Agreement	
	chemicals or who has a medical	on the premises who believes they have a sensitivit I condition affected by chemicals, then Customer sh	náll	Unpaid Baland	ce Must Be Financed or Due Upon Co	mpletion
XIII.	DISPUTE RESOLUTION (A) N	writing. At Customer's request, Örkin will provide in Mediation/Arbitration: ANY CONTROVERSY OR	CLAIM ARISI	NG OUT OF OR RE	LATING TO THIS AGREEMENT, OR	THE SERVICES
	THE EXECUTION TRANSFER	DER THIS AGREEMENT OR ANY OTHER AGREE R OR ACCEPTANCE OF THIS AGREEMENT, INC	CLUDING BUT	I NOT LIMITED TO A	ANY TORT AND STATUTORY CLAIMS	AND ANY CLAIMS FOR
	OTHERWISE, THE ARBITRAT	RY OR DAMAGE TO REAL OR PERSONAL PROFICE OF THE REAL BE ADMINISTERED UNDER THE REAL BE DETE	OPERTY, SHA RULES OF THE	LL BE SETTLED BY E AMERICAN ARBIT	′ BINDING ARBITRATION. UNLESS TH 「RATION ASSOCIATION ("AAA") AND S	E PARTIES AGREE SHALL BE CONDUCTED BY
	DISPUTES IN CASES WHERE	E SUCH PROCEDURES ARE APPLICABLE. ANY	OTHER CON	TIROVERSY OR CL	AIM SHALL BE DETERMINED UNDER	THE AAA COMMERCIAL
	CONDITIONS OF THIS AGRE	CUSTOMER AND ORKIN AGREE THAT THE ARE EMENT. EITHER PARTY HAS THE RIGHT TO R	REQUIRE A PA	ANEL OF THREE (3)	ARBITRATORS, BUT IN THE ABSENC	E OF THE PARTIES'
	TIME PRIOR TO THE HEARIN	TING PARTY SHALL BE RESPONSIBLE FOR THAT THE AWARD BE ACCOMPANIED	BY A REASO	ONED OPINION. THI	E AWARD RENDERED BY THE ARBITE	RATOR(S) SHALL BE FINAL
	CONSTITUTED IN THE SAM	ES, EXCEPT THAT A PARTY MAY WITHIN 30 D. IE NUMBER AND BY THE SAME PROCESS / BITRATION FEES AND COSTS SUBJECT TO AW	AS THE INIT	IAL ARBITRATOR(S	S). THE APPEALING PARTY SHALL BE	RESPONSIBLE FOR THE
	REVIEW ALL QUESTIONS OF	FLAW AND FACT UNDER A CLEARLY ERRONE	EOUS STANDA	ARD. THE AWARD (OF THE APPEAL TRIBUNAL SHALL BE	FINAL AND BINDING.
	ARBITRATION PROVISION IS	ED ON THE AWARD IN ANY COURT HAVING JU MADE PURSUANT TO A TRANSACTION INVOL	LVING INTER	STATE COMMERCE	E AND SHALL BE GOVERNED BY THE	FEDERAL ARBITRATION
	AT LEAST FOUR (4) HOURS	DURSE TO ARBITRATION, CUSTOMER AND OR OF MEDIATION ADMINISTERED UNDER THE A 1 Waiver. ANY LEGAL PROCEEDING UNDER TH	AAA COMMER	CIAL MEDIATION R	ULES WITH ORKIN AGREEING TO PA	Y THE COSTS OF THE
	PROCEEDING UNDER ANY O	OTHER AGREEMENT OR INVOLVING ANY OTHI	ER PREMISE	S, AND WILL NOT BE C	CONSOLIDATED OR JOINED WITH AN PROCEED AS A CLASS ACTION, PRIVE	Y ACTION OR LEGAL ATE ATTORNEY GENERAL
	ACTION OR SIMILAR REPRE	SENTATIVE PROCEEDING.				
Inspect	or Name (PRINT)	Employee ID # or Certification #	Branch	n Street Address		
Bror-I	Telephone Number		City		State	7in Codo
	Telephone Number GREEMENT IS NOT VALID UNTIL APPI	ROVED BY ORKIN MANAGEMENT	City		State	Zip Code
Branch	Management Signature	Date	Custor	mer's Signature		Date

AG1701POD (rev. 6.20)



Commercial Customer Service Record

Enter Messages to Print on Service		
Directions:		
Directions.		
Nearest Cross Street:		
Medical:		
Preferred Range of Service:		
Date(s):		
Time(s):		
Pets:		
Special Instructions:		



Service Preparation Checklist

Custom	ner:						
prepa	n 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						
Custor	mer preparation of premises for service includes:						
	. Clear all areas to be treated from unnecessary items.						
	Remove loose items on top of surfaces to be treated.						
	B. 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	5. Place any moved items into secured containers, drawers, or in trash bags.						
6	6. Do not place trash bags on high touch surfaces that are to be treated.						
7	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	3. Other:						
Custome	r's Signature Inspector Name (Print) Date						

Rev. 6.20 LOCATION



Service Preparation Checklist

Custom	ner:						
prepa	n 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						
Custor	mer preparation of premises for service includes:						
	. 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	c. Other:						
Customer	r's Signature Inspector Name (Print) Date						

Rev.6.20 CUSTOMER