

# Pest Elimination Services Agreement

**Ecolab Pest Elimination**  
655 Lone Oak Drive ESC E3  
Eagan, MN 55121  
1-800-325-1671

Date: 2/12/2015

Ecolab Account #

Billing Address		Service Address	
<b>Name</b> same <b>Address</b> <b>City</b> <b>State</b> <b>Zipcode</b> <b>Contact</b> <b>Title</b> <b>Phone #</b> <b>Email</b>	<b>Name</b> meals on wheels <b>Address</b> 1310 convent <b>City</b> laredo <b>State</b> tx <b>Zipcode</b> 78040 <b>Contact</b> Isa Ramos <b>Title</b> manager <b>Phone #</b> 956-722-4664 <b>Email</b> <b>Loc Type</b> 1-RESTAURANTS, BARS, CAFETERIAS, FOOD SVC		

**Services Contracted**

**Ecolab Service Reporting** (Included with Each Service)

**Ecolab Scope of Service** (Attached to this document)

- ✓ Sanitation & Structural Inspection
- ✓ Service Report

Service	Frequency	Monthly Invoice Amt	Billing
ECOLAB COCKROACH & RODENT PGM	Monthly - 12 Month Program	\$70.00	Per Month
<b>First Month Cleanout:</b>		<b>Total Monthly Invoice Amount*:</b>	<b>\$70.00</b>
*Does not include First Month Cleanout			

All equipment used or delivered by Ecolab which relates to the services (including, but not limited to, bait stations) performed under this Agreement is at all times the sole and exclusive property of Ecolab. Customer will have no right of ownership in Ecolab's equipment. Customer will not remove Ecolab's equipment without the prior written consent of Ecolab and Customer must return Ecolab's equipment promptly following the expiration or termination of this Agreement for any reason. Customer is responsible for any loss, damage, theft or destruction of Ecolab's equipment.

Ecolab agrees to provide the periodic services above in a good and workmanlike manner and in accordance with Ecolab's then-current standard written procedures. Materials and methods of application used in the performance of such services will conform to applicable federal and state laws and regulations.

Ecolab will inform Customer of any sanitation and structural deficiencies which are known to Ecolab which may contribute to pest infestation. Customer must correct those deficiencies.

Customer agrees to pay the amounts stated for the specified services. Prices are subject to increase after the first 12 months of this Agreement, at any time, upon thirty (30) days prior written notice to Customer. Customer is responsible for all sales, use, personal property, and similar taxes related to the Agreement and to all services provided under the Agreement. Payment terms are net 30 days. Ecolab will not accept payment by credit card or similar payment methods unless otherwise agreed by Ecolab in writing.

Should legal action be required in order for Ecolab to enforce payment under this Agreement, Customer agrees to pay and reimburse Ecolab for all reasonable court costs, expenses, attorneys' fees, and other reasonable costs that may be incurred in such proceedings. If Ecolab fails to provide the services in accordance with the terms of this Agreement, Customer must give written notice to Ecolab to remedy that deficiency by specifying the aspect of the service found to be deficient. If the deficiency has not been corrected within 30 days of Customer's written notice, Customer will have the right to cancel this Agreement. This Agreement has an initial term of one year and will automatically renew on a month to month basis thereafter, until terminated by either party upon 30 days prior written notice.

If Ecolab does not provide the contracted service on the agreed date, Customer will receive that service visit free of charge. If Ecolab has made an appointment with Customer for service and Customer refuses to allow service or has not followed preparation instructions resulting in a return visit, Customer will be billed an extra trip charge of one-half the total fee for one regular service visit. Customer will be invoiced for each regular service and other specified services.

This Agreement reflects the entire understanding of the parties and supersedes all previous and contemporaneous Agreements or understandings between the parties, both written and verbal, concerning the subject matter of this Agreement. The terms of any purchase order (other than the stated quantity ordered), release, acknowledgement or other document or communication between the parties will not apply.

**LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES OR GUARANTEES CONTAINED IN THIS DOCUMENT ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ECOLAB ALSO DISCLAIMS LIABILITY TO CUSTOMER AND ALL OTHERS FOR ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES IN ANY WAY RELATED TO ECOLAB'S SERVICES OR PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ECOLAB IS NOT RESPONSIBLE FOR ANY DAMAGE RELATED TO ANY PEST (WHETHER THE PEST IS SPECIFICALLY REFERENCED IN THIS DOCUMENT OR NOT) FOR ANY REASON WHENEVER CAUSED. THIS PROVISION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF ANY AGREEMENT OR RELATIONSHIP BETWEEN ECOLAB AND CUSTOMER.**

**INDEMNIFICATION.** With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused directly by (i) Ecolab's breach of the warranties given in this Agreement or (ii) Ecolab's (or its employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. If Ecolab accepts tender for indemnity hereunder, Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent.

**INSURANCE.** Ecolab will carry and maintain Worker's Compensation Insurance coverage as required by state law, auto liability insurance with at least \$1,000,000 bodily injury and property damage combined single limit, and comprehensive general liability insurance with at least \$1,000,000 bodily and property damage combined single limit including products liability coverage. Upon request, Ecolab will name Customer as an additional insured on a blanket basis under its general liability policy but only to the extent of any indemnification obligations of Ecolab as set forth in this Agreement. No coverage will be provided for claims resulting from the negligent or wrongful acts of Customer, its agents, assigns or employees. If Ecolab's insurer defends against damages that were caused by Customer's fault, then Customer must reimburse Ecolab or its insurer for that portion of the damages paid, and the proportionate reasonable costs incurred associated with those damages. Ecolab will provide Customer with a Memorandum of Insurance evidencing Ecolab's insurance coverage as required, if any, in this Agreement.

\_\_\_\_\_  
Signature of Ecolab Representative  
mike cassidy  
\_\_\_\_\_  
Printed or Typed Name of Ecolab Representative  
sales development manager  
\_\_\_\_\_  
Title of Ecolab Representative

\_\_\_\_\_  
Signature of Customer Representative  
\_\_\_\_\_  
Printed or Typed Name of Customer Representative  
\_\_\_\_\_  
Title of Customer Representative

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IF CUSTOMER AND ECOLAB ARE PARTIES TO A PRODUCT AND SERVICES SUPPLY AGREEMENT (A "SERVICES AGREEMENT") THAT IS IN EFFECT AS OF THE DATE OF THIS AGREEMENT AND IF THERE ARE ANY INCONSISTENCIES BETWEEN ANY OF THE TERMS OF THAT SERVICES AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE SERVICES AGREEMENT WILL CONTROL.

**For Customers located in Georgia the following statement applies:**

The 'Georgia Structural Pest Control Act' requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

**PEST SERVICES GUARANTEES**

**ALL PESTS (GENERAL PROVISIONS).**

**Pests Subject to Agreement.** While this section of the document applies to all services performed by Ecolab's Pest Elimination Division, this section of the document does not, by itself, create an Ecolab obligation to treat for each of the pests discussed in this section. Ecolab is only responsible for treating those specific pests which the parties have agreed to in writing. If Ecolab treats for a pest not specifically listed in this section, Customer's only remedy for a new or continued problem relating to that pest will be a free retreatment.

**CUSTOMER COMMITMENT.**

Customer is entitled to the guarantees set forth in this section only if payment of Customer's account is current and Customer has complied with all of the following:

- Provided Ecolab access to all areas of the facility at the appropriate time of day, including locked areas; and
- Allowed adequate time for service to be performed, when food preparation or cleaning is not in progress; and
- Maintained monthly maintenance services; and
- Promptly corrected sanitation/structural deficiencies noted by Ecolab service professionals; and
- Prepared the premises for professional servicing per the instructions issued by Ecolab to Customer; and
- Washed all surfaces which have direct food contact before resuming operations; and
- Not moved, destroyed or altered any bait stations; and
- Complied with the other obligations otherwise set forth in this document.

**FACTORS BEYOND ECOLAB'S REASONABLE CONTROL.** With regard to all pests treated by Ecolab, Ecolab does not guarantee Customer will never see another pest on Customer's premises. Pests may gain entry with deliveries, guests, structural defects or a variety of other means which Ecolab cannot reasonably control.

**PROPERTY ACCESS AGREEMENT.** Customer agrees to provide Ecolab access to the premises, including locked areas required to be serviced. Customer may provide keys to the facility or to such areas requiring access by Ecolab to perform required services. Upon request from Customer or termination of this Agreement, Ecolab shall promptly return any keys to Customer. In the event of missing or damaged Customer property caused by Ecolab, Ecolab will pay the cost of replacement or repair of such items.

**Ecolab Cockroach and Ecolab Rodent Program Guarantees.** (Cockroaches, Rats and Mice)

- **General Guarantee:** Ecolab guarantees that while Customer is using Ecolab's continuing services to control Rodents and Cockroaches, those Covered Pests will not become established on the treated premises. If, after Ecolab treats a Customer's facility for those Covered Pests, that facility continues to have an Infestation of any of those Covered Pests, then Customer will have no obligation to pay Ecolab for those services until such time as the Infestation is eliminated to the Customer's reasonable satisfaction, and then Customer's normal billing will resume.
- **Guest Guarantees:** If Customer has a dissatisfied guest due to the guest seeing a live Cockroach, or Rodent on premises being treated for those Covered Pests by Ecolab, Ecolab will reimburse Customer for that guest's restaurant bill (excluding alcohol) for that meal [(or for that guest's hotel room charge for that day but only if Customer has previously elected to purchase a qualifying room program consisting of a one-sixth room treatment rotation)] by issuing Customer a credit memo, but only if Ecolab is notified within 48 hours of any such sighting and is given the name and address of the guest. Ecolab will not have any obligation to issue credit memos in excess of the monthly service fees paid to Ecolab by Customer for those Covered Pests.

**Ecolab Premium Plus Program Guarantee.** For Customer's electing to use Ecolab's Premium Plus Program, Ecolab will implement a proactive room visual-only inspection for bed bugs in key harborage locations and targeted product applications to help reduce the likelihood of pest activity. Customer acknowledges that this is a cursory inspection and is not a guarantee that evidence of bed bugs will be found, even if bed bugs are present. Customer acknowledges that bed bugs can be brought into an area at any time and no treatments can prevent bed bugs from being brought into a facility.

**Ecolab Bed Bug Assurance™ Program Guarantee.** For Customer's that sign up at least 95% of their managed properties with Ecolab's Pest Elimination Division, Ecolab will provide its then-current bed bug inspection and treatment service for up to ten (10) Infested Rooms each calendar year. Additional charges will be incurred for all inspections conducted that do not result in treatment and standard treatment rates will apply after the 10th Infested Room is treated. A prorated early termination fee will apply, if the program is cancelled prior to the anniversary of the first year.

**Ecolab Large Fly Program Guarantee.** For Customers electing to use Ecolab's Large Fly Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for Customer. If Ecolab fails to follow that written scope of service and as a result of that failure an Infestation of Large Flies continues, then Customer will not be charged the monthly service fee for the particular premises where the problem continues. All other flies, including without limitation, interior breeding flies (including without limitation Small Flies, phorid and drain flies) are excluded from this program. There is no guarantee for any use of a Large Fly Program in any livestock housing facilities (such as dairy, cattle or poultry barns).

**Ecolab Ant Program Guarantee.** For Customers electing to use Ecolab's Ant Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for Customer, using bait stations, liquid treatments and/or granular treatments. **Unless expressly noted otherwise in the Agreement, the Ant Program Guarantee does not apply to pharaoh ants, fire ants or any wood destroying insects.** If Ecolab fails to follow that written scope of service and as a result of that failure an Infestation of Ants continues, Customer will not be charged the monthly service fee for the particular premises where the problem continues.

**Ecolab Small Fly Program Guarantee.** For Customers electing to use Ecolab's Small Fly Program to control Small Flies, Ecolab will treat the appropriate areas of the premises on a one-time (as requested) basis to help reduce an existing adult Fruit Fly population and render indoor breeding sites less usable for egg laying and larval development. Ecolab guarantees Customer's reasonable satisfaction for 90 days after a Small Fly service has been provided or Ecolab will provide a second service at the affected premises at no additional charge during that 90 day period.

**Ecolab Bird Program Service Installation Warranty.** For Customers electing to use Ecolab's Bird Program, Ecolab warrants that all exclusion products installed by Ecolab will be free of installation defects for one year following installation or Ecolab will repair the installation at no charge. Acts of God, vandalism, accidental damage, modification by Customer or third parties or any other act or event beyond Ecolab's reasonable control which causes damage to the exclusion products voids all warranties, actual or implied. **Ecolab makes no warranty with regard to any of the exclusion products themselves and those are sold "as is" and without any Ecolab warranty.** Any warranty claim for a defective exclusion product must be made against the manufacturer of the particular exclusion product. Customer warrants and agrees that Customer is solely responsible for all appropriate warning signs, as Customer may deem appropriate, to notify third parties of the existence of such control barriers and devices on Customer's premises.