



Ecolab Pest Elimination Scope of Service

Prepared for: Wells County Public Library

Corporate reference number: _____

SERVICE APPROACH

Ecolab Pest Elimination provides to its customers a comprehensive service approach which includes:

- ▲ **Proactive Prevention:** Reliable protocols supported by science to help protect customer through regular service visits and using an outside-in approach.
- ▲ **Integrated Methods:** Highly-trained and professional Service Specialists provide customer with services which may include: inspection, pest monitoring, sanitation and structural recommendations, mechanical trapping, and biological and targeted product applications.

SANITATION AND STRUCTURAL RECOMMENDATIONS

- ▲ Each regular service visit includes a sanitation and structural inspection of the covered service areas.
- ▲ Ecolab will inform the customer of existing sanitation or structural conditions found by Ecolab which can contribute to pest activity or an infestation of a Covered Pest. A "Covered Pest" is a pest which is defined as those pests covered in the *Agreement* to be included in customer's pest control program.
- ▲ Findings and recommendations will be reported in Ecolab's Service Report.

CUSTOMER PARTNERSHIP

Customer is entitled to Ecolab's service guarantees only if payment of customer's account is within established payment terms and customer has complied with all of the following:

- ▲ Communicates with Ecolab about pest activity or concerns which occur between regular service visits.
- ▲ Provides access to all areas of the facility, including locked areas.
- ▲ Allows adequate time for service when no other conflicting activities may be performed.
- ▲ Promptly corrects structural issues.
- ▲ Consistently practices good sanitation procedures.



- ▲ Prepares the facility for services per Ecolab instruction.
- ▲ Performs proper post-service cleaning as directed by Ecolab's Service Specialist.
- ▲ Does not move, destroy or alter Ecolab equipment.

SERVICE COMMUNICATION AND RESPONSE TIME

- ▲ **Ecolab Customer Service:** Customer may contact Ecolab regarding Covered Pest activity or other pest concerns which occur between regular service visits by calling **1.800.325.1671** (non-Covered Pests will be subject to a separate fee). Customer Service representatives are available 24 hours a day, seven days a week.
- ▲ **Call Back:** Within one hour after customer calls Ecolab's Customer Service and reports a pest issue, an Ecolab representative will call customer back to discuss the customer's issue and schedule a service visit for assessing the situation.
- ▲ **On-site Assessment:** If, at the time of the call back, it is determined that a matter needs immediate attention, then Ecolab will be at customer's facility within 24 hours to determine if the issue needs to be escalated.
- ▲ **Emergency Services:** Emergency services are available 24 hours a day, seven days a week.
- ▲ **Service Reports:** Ecolab provides a written detailed service report to customer after each service visit. Service report information includes: Covered Pest activity, product applications and equipment installation, if any, and sanitation or structural concerns or recommendations. Ecolab's service report is recorded using an electronic documentation system which generates an on-site report. Service reports may also be available electronically on-line or via email.
- ▲ **Customer Logbook:** Ecolab maintains an on-site logbook at each customer facility. A logbook will contain the facility's service history and required safety information, including:
 - Copies of Ecolab's Service Reports.
 - CD or hard copies of product labels and Material Safety Data Sheets (MSDS).
 - Printed materials or forms required by applicable federal, state and local regulations.
 - Other relevant information concerning the services provided at customer's facility.
- ▲ **Pest Management Reviews:** As necessary or required, Ecolab and customer will conduct periodic reviews of the pest management program to help ensure the facility's needs are taken care of.



Contracted Programs and Services

Ecolab Pest Elimination Program

Areas to be Inspected During Regular Service Visits:

- ▲ Building's outside perimeter
- ▲ Dumpster Areas
- ▲ Receiving/Storage/Stock Room Areas
- ▲ Sales floors
- ▲ Employee Break Area
- ▲ Office Area
- ▲ Restrooms

☒ Ecolab Cockroach Program

Ecolab provides the following services for Cockroaches ("Cockroaches" are American, German, Oriental, Australian, Turkestan, Brown, and Smoky Brown cockroaches only):

- ▲ Inspect the facility to locate and record Cockroach activity, harborage sites, and conditions conducive to Cockroach activity.
- ▲ Provide appropriate targeted product applications into cracks, crevices and voids during regular service visits.

☒ Ecolab Rodent Program

Ecolab provides the following services for Rodents ("Rodents" are house mice, Norway rats and roof rats only):

- ▲ Inspect the outside perimeter and common areas of a facility to identify signs of Rodent activity, possible entry points and conditions conducive to Rodent activity (both interior and exterior areas of the facility).
- ▲ Exterior Services: Install and maintain Rodent traps and/or Rodent bait stations around the outside perimeter of the facility.
- ▲ Interior Services: Install and maintain interior Rodent traps suitable for the facility.
- ▲ Inspect, clean and date Rodent bait and trapping equipment during regular service visits.

☒ Entry Point Protection

Ecolab provides targeted product applications, as necessary, of exterior doorways and other entry points only for the following pests: Ants ("Ants" are all ants other than carpenter or other wood destroying insects, pharaoh, and fire), Cockroaches, ground beetles, springtails, silverfish, crickets, centipedes, millipedes, sowbugs, pillbugs, and earwigs. Ecolab provides appropriate targeted product applications during regular service visits.



Expanded Coverage Options

☐ Ecolab Large Fly Program

Ecolab provides the following services for Large Flies (*"Large Flies"* are house, blow and bottle flies only):

- ▲ Inspect the facility and identify possible sources and entry points.
- ▲ Interior Services: When deemed necessary, provide targeted product applications for likely areas where Large Flies may be found. Install an appropriate number of Ecolab-supplied STEALTH® Fusions, Maxima™ or Decora™ Fly Lights. For Ecolab-supplied fly traps, glue boards will be replaced monthly and light bulbs will be replaced annually. Ecolab will ensure proper recycling of bulbs.
- ▲ Exterior Services: When deemed necessary, provide targeted applications in dumpster area and facility entry points. Install appropriate number of Ecolab STEALTH® Fly Stations. For Ecolab-supplied STEALTH® Fly Stations media packets and treatment will be provided monthly.

☒ Ecolab Ant Program

Where heavy or persistent Ant activity occurs and requires more concentrated attention than Ecolab's Entry Point Protection or Outside Perimeter Programs, Ecolab provides additional treatment services for Ants. Treatment solutions will be developed based upon Ant species found. Ecolab provides the following services for Ants:

- ▲ Visually inspect both the inside and outside of the facility to determine: Ant species, nest locations, Ant trails and other signs of Ant activity.
- ▲ Develop and provide targeted product applications for inside and outside the facility based on Ecolab's inspection findings.
- ▲ Provide recommendations to the customer to correct structural and sanitation conditions conducive to existing Ant activity.

☐ Ecolab Air Quality Program

Ecolab's Air Quality Program combines fragrance and odor neutralizing chemistry to help counteract malodor molecules. Ecolab provides the following services:

- ▲ Install and maintain an appropriate number of Ecolab-supplied fragrance dispensers in designated areas.
- ▲ Check fragrance cartridges monthly and replace as needed.

Pest Elimination Services Agreement

Ecolab Pest Elimination 655 Lone
Oak Drive ESC E3
Eagan, MN 55121
1-800-325-1671 (US)
1-800-352-5326 (CAN)

Date: 03/01/2018

Ecolab Account #

Billing Address

Service Address

Name Wells County Public Library
Address 200 West Washington Street
City Bluffton
State Indiana
Zipcode 46714
Contact Nathanael Reinhard
Title Maintenance Manager
Phone # (260) 273-2491
Email nreinhard@wellscolibrary.org

Name Wells County Public Library
Address 200 West Washington Street
City Bluffton
State Indiana
Zipcode 46714
Contact Nathanael Reinhard
Title Maintenance Manager
Phone # (260) 273-2491
Email nreinhard@wellscolibrary.org
Loc Type 16-CITY,COUNTY,ST. GOVT

Services Contracted

Ecolab Service Reporting (Included with Each Service)

- ✓ Sanitation & Structural Inspection
- ✓ Service Report

Ecolab Scope of Service (Attached to this document)

Service	Frequency	Monthly Invoice Amt	Billing
Cockroach and Rodent Program	Monthly - 12 Month Program	86.50	Per Month
Ant Program	Monthly - 12 Month Program	55.00	Per Month
First Month Cleanout: \$283		Total Monthly Invoice Amount*: \$141.5	
*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
Frederic Beck

Printed or Typed Name of Ecolab Representative
Sr Sales Development Mgr, Pest

Title of Ecolab Representative

Signature of Customer Representative
Nathanael Reinhard

Printed or Typed Name of Customer Representative
Maintenance Manager

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.



Ecolab Stored Product Pest Program

If Stored Product Pest activity requires more concentrated treatment than is included in the above listed program, Ecolab will consult with customer's on-site key contact regarding alternative treatments options. If such services are requested, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Specialized Pest Programs

Ecolab can develop specialized programs for other pest issues if needed. If such services are requested, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.



Additional “As Needed” Services (Price and service frequency based on facility survey, treatment plan and separate agreement.)

Ecolab Small Fly Service

Ecolab provides inspection and appropriate targeted product applications for Small Flies (“Small Flies” are red-eyed or dark-eyed fruit flies only). If customer requests small fly services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Exclusion Services

Ecolab provides services to seal off areas where identified pests are most likely to enter and harbor in your facility, including delivery and entry points, gaps, voids, and holes.

Ecolab Bird Program

Ecolab provides integrated bird management programs to utilize various deterrents including netting, destabilizing coils, rods, posts, wires and other non-lethal methods. If customer requests bird services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Termite Program

Ecolab provides an annual inspection and treatment program that identifies termite activity, helps eliminate the source of current infestations, and helps prevent future infestations. Treatment plans vary based on termite species found and treatment performed. Treatment options may include:

- ▲ Spot Treatments: Spot product applications are used when termite activity is confined to small areas within the structure. These applications may include the use of liquid termiticides and above ground bait stations.
- ▲ Barrier Treatments: Barrier treatments are used when termite activity is found in many locations within the structure. This treatment consists of establishing or re-establishing a complete barrier around the facility.
- ▲ Monitor/Baiting: A monitor/baiting service will be used when there is termite activity outside the structure. This option provides a perimeter system to help reduce activity near the structure and minimize future termite attacks on the structure.

If customer requests termite services, the terms of those services and the applicable fees will be more particularly set forth in a separate termite services agreement to be signed by the parties before services are rendered.

Pest Elimination Services Agreement

Ecolab Pest Elimination 655 Lone
Oak Drive ESC E3
Eagan, MN 55121
1-800-325-1671 (US)
1-800-352-5326 (CAN)

Date: 03/01/2018

Ecolab Account #

Billing Address

Service Address

Name Ossian Library
Address 207 North Jefferson Street
City Ossian
State Indiana
Zipcode 46777
Contact Nathanael Reinhard
Title Maintenance Manager
Phone # (260) 622-4691
Email nreinhard@wellscolibrarv.org

Name Ossian Branch Library
Address 207 North Jefferson Street
City Ossian
State Indiana
Zipcode 46777
Contact Nathanael Reinhard
Title Maintenance Manager
Phone # (260) 622-4691
Email nreinhard@wellscolibrarv.org
Loc Type 16-CITY,COUNTY,ST. GOVT

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
Cockroach and Rodent Program	Monthly - 12 Month Program	56.00	Per Month
Ant Program	Monthly - 12 Month Program	25.00	Per Month

First Month Cleanout: \$162

Total Monthly Invoice Amount*: \$81

*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
Frederic Beck

Printed or Typed Name of Ecolab Representative
Sr Sales Development Mgr, Pest

Title of Ecolab Representative

Signature of Customer Representative
Nathanael Reinhard

Printed or Typed Name of Customer Representative
Maintenance Manager

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.

