



Commercial Services Agreement Addendum

Addendum to Agreement # 6917902
Customer # 25356092

ROUTE <u>00</u>	GRID #
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COMMERCIAL SERVICES

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

Customer Name Waterford Condo's Date 6/23/17

Billing Address 3414 Morningwood Dr

City Olney State MD Zip Code 20832 Phone

I. INTENT

- A. As an existing Commercial Pest Control Customer, this Commercial Services Agreement Addendum (the "Addendum") is offered as an additional service to you, Waterford Condo's (The Company).
- B. The specifications herein indicate additional services to be rendered by Orkin at the building(s) and premises of The Company located at (service address): 3414 Morningwood Dr

County Name Montgomery county Is this within city limits? Yes No

II. SCOPE AND NATURE OF WORK

Under this Addendum, Orkin agrees to provide additional service for the following pests:
 Roaches, common ants, and silverfish Flats and mice Fire ants Pharaoh ants Flies Odor Other

III. CUSTOMER OBLIGATIONS: Under this Addendum, The Company is still responsible for satisfying all requirements of the existing Commercial Services Agreement, including, without limitation, the stated Customer Obligations.

IV. SERVICE SCHEDULE

- A. For these additional services, the Orkin service representative shall service The Company (service frequency) 1 Time 2 Times 4 Times per month Other Scope: common area and 5 Units on request per service
- B. All areas requiring attention shall be treated as deemed necessary by Orkin.
- C. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of The Company.

V. TERMS OF ADDENDUM

- A. This Addendum shall be effective for as long as The Company maintains its Commercial Services Agreement and pays the additional service charges.
- B. Orkin shall have the right to increase the service charges for the additional service any time after the anniversary date of the initial treatment under this Addendum.
- C. The Company acknowledges that the only terms and conditions between The Company and Orkin are those stated in this Addendum and in the existing Commercial Services Agreement (collectively, the "Agreement") and that there are no other terms or provisions which apply.

VI. PAYMENT

- A. The cost of the services described herein shall be \$ 127.00 plus tax of \$.00 for the initial month and \$ 127.00 plus tax of \$.00 per month thereafter for a period of (11.0) months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.
- B. This payment shall be in addition to any other payment already due under the existing Commercial Services Agreement.

PAYMENT SUMMARY (includes <input checked="" type="checkbox"/> pest <input type="checkbox"/> fly <input type="checkbox"/> odor <input type="checkbox"/> other)	
CHECK THOSE THAT APPLY	
1. INITIAL PAYMENT	
a. Initial / Start-up Service	\$ <u>127.00</u>
b. One-Time Charges	\$
c. Product Sales	\$
d. Sales Tax (if applicable)	\$
TOTAL (1a + 1b + 1c + 1d)	\$ <u>127</u>
2. MONTHLY SERVICE CHARGES	
a. Monthly Treatment Service Charges	\$ <u>127.00</u>
b. Sales Tax (if applicable)	\$
TOTAL (2a + 2b)	\$ <u>127.00</u>
3. MONTHLY LEASE CHARGES	
a. Leased Component Charges	\$
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> Fly Control	
<input type="checkbox"/> Other	
b. Sales Tax (if applicable)	\$
TOTAL (3a + 3b)	\$ <u>.00</u>
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ <u>127</u>
MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>127.00</u>

VII. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to The Company.
- B. The materials shall be used in accordance with the labels and specifications.

VIII. PEST DAMAGE: The Company agrees that Orkin is not responsible for insect or rodent damage to the premises or its contents, or for personal injury, and The Company specifically releases Orkin from liability for any such claims. In no case will Orkin's liability exceed an amount equal to one monthly service charge.

IX. EQUIPMENT REPLACEMENT

- A. The Company agrees to use the leased components in a proper manner and upon the cancellation of this Agreement to return the components in good condition, usual wear and tear excepted. Rodent baiter equipment, Orkin/Aires, insect light traps, and all leased equipment damaged, lost or destroyed on The Company premises will be replaced and charged to The Company. Charges will be in accordance to the current existing equipment costs.
- B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, The Company agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon The Company's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to The Company's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. CHEMICAL INFORMATION: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XI. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

XI. AMOUNT REMITTED: \$ _____ Cash Check # _____ Complete Easy Payment Form P.O. Number _____

Andrew Taylor 1467322 202 Perry Pk Way
Inspector Name (PRINT) Employee ID # or Certification # Branch/Street Address

(240) 780-1180 Md 20877
Branch Telephone Number City State Zip Code

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN BRANCH MANAGEMENT

Branch Management Signature Date 6/23/17 Customer's Signature Date 6/23/17