

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM 2900

CONTRACTOR INFORMATION

Name: Bug Out Pest Control

Address: 463509 E. State Rd 200 Yulee FL 32097
City State Zip

Contractor's Administrator Name: Jim Sumner Title: Commercial Pest Service

Tel#: 904-743-8272 Cell: 904-994-5651 Email: jsumner@bugoutservice.com

Contract Name: Service Agreement for Pest Control Contract Value: \$605

Brief Description: Service Maintenance Agreement for pest control at Solid Waste Department. To be treated qtrly

Contract Dates : From: 8/1/2020 to: 7/31/2021 Status: New Renew Amend# WA/Task Order

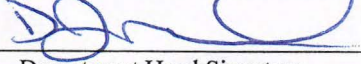
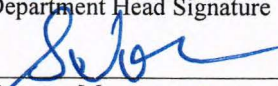
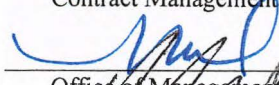
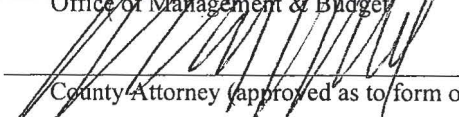
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

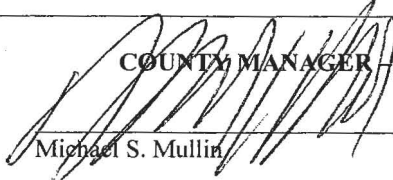
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|----------------|-----------------------|
| 1. |  | <u>7-13-20</u> | Solid Waste |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>7/20/20</u> | 01344534-546022 |
| | Contract Management | Date | Funding Source/Acct # |
| 3. |  | <u>7/20/20</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>7/30/20</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 7/28/20
Michael S. Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance



136 North One Drive
St. Augustine, FL 32095
 463509 E. State Road 200
Yulee, FL 32097
 530 N. 3rd Street
Jacksonville Beach, FL 32250

5951 Arlington Expressway
Jacksonville, FL 32211
 6972 Blanding Blvd.
Jacksonville, FL 32244
 7710 Juniper Road
Ocala, FL 34480

Lead Source:

1-877-BUG-U-OUT
info@bugoutservice.com
www.BugOutService.com

COMMERCIAL PEST CONTROL SERVICE AGREEMENT

SERVICE INFORMATION

NASSAU COUNTY SOLID WASTE
Name: First _____ Last _____
Company Name _____
46026 LAND FILL RD
Service Address _____
CALLAHAN FL 32011
City _____ State _____ Zip _____
530 6700
Phone # _____ Mobile # _____ Alternate Phone # _____
bdiden@nassaucountyfl.com
Email Address _____

BILLING INFORMATION

Name: First _____ Last _____
Address _____
City _____ State _____ Zip _____
Phone # _____ Mobile # _____ Alternate Phone # _____
Email Address _____

This is a Commercial Pest Control Service Agreement ("Agreement") between BUG OUT ("COMPANY") and the above-named Customer ("Customer"). In consideration for the payment of the Service Fee, and any applicable sales tax, set forth below and subject to the general terms and conditions provided within this Agreement, Company will provide a pest control service noted below at the Structure(s) identified above and at the selected frequency.

Structure(s) Covered: _____

Type of Service: Standard Premier Pest
Frequency: Weekly Bimonthly Monthly
 Every Other Month Quarterly

PAYMENT INFORMATION

Service Fee, including any applicable sales tax:
Initial Service Charge: \$ 149.00
Additional Rodent Bait Boxes: \$ _____
Recurring Fee: \$ 38.00 monthly
Payment Type: Credit Card ACH
 PO Other _____

I, the Customer, authorize the Company listed to charge for my services by credit card/ACH/bank draft and understand that this payment information will be saved for future and recurring transactions on my account until I request cancellation of this authorization by calling or writing the branch location above. (Initial if Applicable)

The Standard Service will consist of an intensive initial interior and exterior treatment and followed by regularly scheduled exterior treatments to the Structure(s) at the selected frequency for the following pests:

- AMERICAN ROACHES
- ARGENTINE ANTS
- BROWN BANDED ROACHES
- CENTIPEDES
- EARWIGS
- HOUSE ANTS
- HOUSE CRICKETS
- MILLIPEDES
- PAPER WASPS
- SILVERFISH
- SMOKEY BROWN ROACHES
- STORED FOOD PRODUCT PESTS
- WHITE FOOTED ANTS
- RODENT BAIT BOX

The Premier Service will control all pests described in the Standard service, as well as the following additional pests:

- CARIBBEAN CRAZY ANTS
- CARPENTER ANTS
- CLOTHES MOTHS
- GERMAN ROACHES
- FIRE ANTS
- FLIES
- INDOOR FLEAS
- INDOOR TICKS
- MICE
- PHAROAH ANTS
- RATS
- SPIDERS
- RODENT BAIT BOX

Both services above include an exterior inspection for the serviced pests, as well as spider web brushing and identification of conditions that are conducive to pest infestations which CUSTOMER must agree to address. COMPANY will treat the Structure(s) at no additional charge if the serviced pests appear between scheduled services.

SERVICE SCHEDULE:

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
STANDARD	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
PREMIER												

Payment Terms: Customer's payment for the initial treatment is due in full upon completion and thirty (30) days from the date of each Weekly, Monthly, Bimonthly, Every Other Month or Quarterly service. Promp Payment Net - 45 days Fla. Stat 218.73 + 218.74

By signing this Agreement, Customer acknowledges that Customer has read and fully understands all terms, conditions, limitations, and exclusions contained on the front and back of this Agreement, that this Agreement represents the entire agreement between the parties and it incorporates any and all previous oral agreements and negotiations between the parties, and that this Agreement shall not be varied, modified or amended unless done so in a writing executed by both parties.

Accepted by: [Signature] Date: [Date] Company Representative: [Signature] Date: _____

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.

Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 (404) 656-3641.

I understand and request that my pesticide use records be provided or made available to me electronically.

Accepted by: _____ Date: _____

COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SERVICE PERFORMANCE:

Due to the nature of our climate, the nature of its pests and the available insecticides, total eradication of the serviced pests may not be possible. CUSTOMER understands that COMPANY is not guaranteeing that the serviced pests will be completely eradicated or that CUSTOMER will not see another serviced pest, rather, COMPANY will use its best efforts to control the serviced pest and that such effort constitutes full performance under the terms of this Agreement.

2. SPECIFIC EXCLUSIONS:

CUSTOMER agrees that this Agreement does not cover and COMPANY shall not be responsible or liable for any of the following:

- a. Any pest not selected for service under this Agreement, and in no event, bed bugs, wood-destroying organisms and mold are not serviced under this Agreement;
- b. Personal injuries or damages of any nature arising from biting or stinging pests;
- c. Personal injuries or property damage arising from CUSTOMER's failure to follow COMPANY's pre or post service identification of conditions conducive to a pest infestation;
- d. Personal injuries or property damage arising from any pests (to include their fecal matter, urine or debris) at the Service Address;
- e. Damages caused by COMPANY to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the completion of the service selected;
- f. Any odors, smell, scent or damage associated with the death and/or decay of any pest, when such death and/or decay occurs in inaccessible areas, including but not limited to attics, crawl spaces, behind walls and under flooring; and
- g. Injury or death to animals or pets that come into contact with any pesticide or device deployed in conjunction with any service provided under this Agreement.

3. TERM, AUTOMATIC RENEWAL, NO EARLY AGREEMENT TERMINATION:

The initial term of this Agreement is for twelve (12) months beginning on the date CUSTOMER executes this Agreement. Thereafter, this Agreement shall be automatically renewed for successive 12-month terms, unless either party gives the other party written notice of termination at least 30 days prior to the end of the then current term. Due to the time and effort expended by COMPANY during its initial service and inspection, CUSTOMER acknowledges that an early termination within the first term of this Agreement would lead to inequitable result for COMPANY; therefore, CUSTOMER shall not cancel this Agreement, unless there is a total failure of performance under this Agreement. If CUSTOMER believes that a failure of this nature has occurred, CUSTOMER shall provide COMPANY with a written notice demanding performance. COMPANY shall have five (5) days from the date it receives CUSTOMER's notice to provide the necessary service required under this Agreement before CUSTOMER may claim that COMPANY failed to perform or breached this Agreement. In the event of an early termination, COMPANY shall be entitled to collect its lost profits from the date of the early termination through the remainder of the term of the Agreement.

4. CUSTOMER'S RESPONSIBILITY TO CORRECT CONDITIONS CONDUCTIVE TO PEST INFESTATIONS:

COMPANY will notify CUSTOMER of the need to correct or eliminate certain identified conditions in or around the Structure(s) that are conducive to an infestation by a serviced pest. CUSTOMER acknowledges that COMPANY cannot control the serviced pest while the identified conducive condition exists; consequently, COMPANY is not responsible for any infestation by a serviced pest that occurs while an identified conducive condition exists and CUSTOMER shall not attribute such infestation to a lack of performance on the part of COMPANY.

5. ACCESS TO SERVICE AREA(S):

CUSTOMER agrees to provide full access to the premises and designated Service Area(s) at the scheduled time of service. In the event of an internal service, this includes all closets, furniture, drawers, safes, or other concealed areas. In the event that COMPANY is denied access to the designated service areas, COMPANY will not inspect or provide treatment and will not have any obligation or responsibility for any inaccessible areas; notwithstanding, an additional service fee may be assessed against CUSTOMER if COMPANY is required to return to the premises to complete its inspection, treatment or other service. CUSTOMER agrees to keep all occupants of the premises advised of the date, time and access necessary for COMPANY's services and treatments. An occupant's failure to allow COMPANY access to designated Service Area(s) shall be deemed CUSTOMER's failure to provide access under this provision.

6. SERVICE COMPONENTS:

During the course of COMPANY's service under this Agreement, COMPANY may install and/or affix to the Structure(s) or/and surrounding property various components and devices that may assist in controlling the pests selected for service. CUSTOMER has no possessory rights to any of these components or devices, except for a right of use while this Agreement is in effect. All such components or devices are and remain the property of COMPANY. Notwithstanding, CUSTOMER is responsible for the costs associated with the replacement of any such component or device following installation, so long as COMPANY does not cause the loss or destruction of the component or device. Following the expiration or a termination of this Agreement, CUSTOMER agrees to provide COMPANY with access to the Structure(s) and/or property upon which the Structure(s) is located in order to retrieve any and all such component and devices.

7. CHEMICAL SENSITIVITY:

If CUSTOMER believes, or other occupants (including invitees and licensees) on the Property believe, that he or she may be sensitive to chemicals, CUSTOMER must immediately notify COMPANY in writing and in advance of COMPANY's service, including whether CUSTOMER or occupants have consulted with a medical doctor regarding such sensitivity. COMPANY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents CUSTOMER and occupants' assumption of the risk and waiver of any claims against COMPANY in connection with such sensitivity. CUSTOMER further agrees to indemnify, protect and hold harmless COMPANY from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by CUSTOMER or other occupants (including invitees and licensees) to the Property, if CUSTOMER fails to provide the above written notice.

8. BINDING ARBITRATION:

CUSTOMER and COMPANY agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Cobb County, Georgia using the substantive law of Georgia governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be Cobb County, Georgia. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

9. LIMITATION ON LIABILITY:

In the event that any Specific Exclusion in Paragraph 2 to these Terms and Conditions does not apply for any reason, COMPANY's liability for any claim whatsoever, even for COMPANY's breach of this Agreement or negligence, is limited to the Initial Service Charge stated on the front of this Agreement. In addition, this Agreement is not intended to benefit any person or entity other than the named CUSTOMER.

10. TERMINATION, NONPAYMENT:

COMPANY's responsibilities, duties, obligations and any liabilities under this Agreement shall be terminated and COMPANY will be excused from the performance of any obligations under this Agreement should 1) CUSTOMER allow another Pest Control Operator to inspect or treat the subject premises during any term hereof, 2) CUSTOMER utilizes any home remedy products, "do-it-yourself" products, over-the-counter products, or any chemicals or pesticides to eradicate termites, rodents, spiders, beetles or other insects, 3) COMPANY is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or refusal or interference by the CUSTOMER to provide COMPANY with access to Structure(s) for purpose of treatment or carrying out the terms and conditions of the Agreement or CUSTOMER fails to pay any amount due and owed under the terms of this Agreement.

11. CHANGE IN LAW:

This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state, and local laws and regulations in existence at the time of execution of this Agreement. Should any federal, state, or local law or regulation change regarding COMPANY's service(s), products or materials, COMPANY is authorized to take any action necessary to comply such changes in the law. Any modifications or revision to this Agreement pursuant to changes in statutes or regulations does not constitute a termination of this Agreement. However, if COMPANY cannot modify its Agreement, treatments or services to comply with such change in the law, then COMPANY reserves the right to immediately terminate this Agreement.

12. SEVERABILITY:

CUSTOMER agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

13. NON-PAYMENT:

Notwithstanding any provision within this Agreement to the contrary, COMPANY may initiate a legal action to recover all unpaid balances. In the event a collection service is utilized or legal action becomes necessary to recover any unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including but not limited to, collection service fees, attorney's fees and costs, finance charges and non-sufficient funds payment fee. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, COMPANY has the right to immediately terminate this Agreement.