



# Commercial Services Agreement

Customer Name City Of La Crosse Wisconsin

Date 8/10/23

Billing Address 400 La Crosse Street (ACH preferred)

City La Crosse

State WI

Zip Code 54601-3396

Phone 608-789-8242

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between City Of La Crosse Wisconsin (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):  
All buildings listed in specifications and as provided in bid package (April, 2023)

County Name: La Crosse

Is this within city limits  Yes  No

Food Safety with GM QA  Health Care  Health Care with GM QA

Pharmaceutical with GM QA  Element  AirRemedy™  AirSpa™

Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests (the "Covered Pests")

Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Flies  Odor  Other \_\_\_\_\_

Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will re-treat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.

B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.

B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.

C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.

D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.

E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other \_\_\_\_\_

All areas requiring attention shall be treated as deemed necessary by Orkin.

B. 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 Customer.

### V. TERMS AND PRICE INCREASES:

A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.

B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ 1,163.00 plus tax of \$ 0.00 for the initial service and \$ 527.00 plus tax of \$ 0 per service thereafter for a period of 35 months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The 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 services to be provided at the affected location(s).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.

B. Upon termination of this Agreement for any reason, the Customer 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 Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

### PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service	\$ <u>1,163.00</u>
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$ _____
TOTAL (1a + 1b + 1c + 1d)	\$ <u>1,163.00</u>

2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge	\$ <u>527.00</u>
b. Sales Tax (if applicable)	\$ _____
TOTAL (2a + 2b)	\$ <u>527.00</u>

3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer	
<input type="checkbox"/> AirRemedy™	
<input type="checkbox"/> AirRemedy Alpha	
<input type="checkbox"/> AirRemedy Beta	
<input type="checkbox"/> AirRemedy Gamma	
<input type="checkbox"/> AirSpa™	
<input type="checkbox"/> AirSpa Alpha	
<input type="checkbox"/> AirSpa Beta	
<input type="checkbox"/> AirSpa Gamma	
<input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ _____
TOTAL (3a + 3b)	\$ _____

INITIAL SERVICE INVESTMENT (Total of 1a, b,c,d + 3a + b) ..... \$ 1,163.00

RECURRING SERVICE/LEASE PAYMENT (Total of 2+3) ..... \$ 527.00

### METHOD OF PAYMENT:

CASH  CHECK  PAYMENT OPTION FORM  P.O. # \_\_\_\_\_

I have read and understand all the terms of this Agreement on the reverse side.

Michael Johnson  
Inspector Name (PRINT)

6985895  
Employee ID # or Certification #

2626 Larson Street  
Branch Street Address

(608) 206-0577  
Branch Telephone Number

Lacrosse  
City

WI  
State

54603  
Zip Code

*Samir Woods*  
Branch Management Signature  
162181APP (rev 5.22)

8/10/23  
Date

*Chadwick J Hawkins*  
Customer's Signature

8/10/23  
Date

OFFICE COPY

Customer Email: [streeckd@cityofflacrosse.org](mailto:streeckd@cityofflacrosse.org)