COMMERCIAL SERVICES AGREEMENT

A Division of Truly Nolen of America, Inc
www.trulynolen.com 888-GO-TRULY

Brn # 048 Rte # 004
Grid ☒ Day ☐ Night
Start Dt 7/01/2014 Time
Acct # 4809036

Service Address		Billing Information	
Business Name	Palo Verde College - CDC	Billing Name	
Property Address	811 West Chanselor Way	Billing Address	
City/St/Zip	Blythe, Ca 92225	City/St/Zip	
Phone Number	760-921-5538	Billing Number	
Fax Number	760-922-0230	Fax Number	
Contact Name	Stephanie Slagan	Email Address	stephanie.slagan@paloverde.edu
Business Type	School Sq. Ft.	National Account?	☐ Yes ☒ No

Annual/Seasonal Pest Management Programs

- ☒ Progressive Commercial Pest Program
- ☐ Progressive Commercial Exterior Only Pest Program
- ☐ Progressive Restaurant Pest Management Program
- ☐ Other Annual Service Program:
- ☐ Exterior Rodent Baiting Program
- ☐ Fly Control Program
- ☐ Fruit Fly Program
- ☐ Preventative Bee Monitoring Solutions
- ☐ Stored Product Pests Program
- ☐ Mosquito Mitigation Program (seasonal)

Special & Monitoring Pest Management Programs

- ☐ Rodent Trapping and Removal Only
- ☐ Rodent Trapping and Exclusion Program
- ☐ Rodent Trapping, Exclusion, Nest Removal, & Remediation
- ☐ Bee Extermination & Hive Removal
- ☐ Other Special Service Program:
- ☐ Bee Swarm Extermination
- ☐ Bird Control Special Service
- ☐ Monitoring - Post Bird Control Service
- ☐ Fly Control Special Service
- ☐ Fruit Fly Control Special Service
- ☐ Tick Control Special Service
- ☐ Flea Control Special Service
- ☐ Fire Ant Control Special Service

Special Instructions for Initial Service: Exterior web knockdown and treat - Interior crack and crevice treat

Special Instructions for Regular Service: Exterior and interior treatment as required for normal insect invaders

Scheduled service months: ☒ Jan ☒ Feb ☒ Mar ☒ Apr ☒ May ☒ Jun ☒ Jul ☒ Aug ☒ Sep ☒ Oct ☒ Nov ☒ Dec

Frequency of Service: ☒ # of services each month 1 ☐ Bi-Monthly (EOM) ☐ Quarterly ☐ Special Service

Type of Guarantee: ☐ Annual ☐ 30 days ☐ Seasonal ☐ Other

Depending on the service selected, the pest management plan may include the utilization of pesticide products, mechanical devices, and exclusionary materials. At the end of each visit, the service technician will provide the customer with a service ticket that outlines his/her findings and actions taken. Truly Nolen realizes that any successful pest management program is based on a true partnership between the customer and his/her Truly Nolen team.

If the customer selected an annual pest management plan, he/she may receive written sanitation reports regularly or on an as-needed basis to help him/her stay on top of cleanliness and maintenance issues that may affect the overall pest situation in the customer's commercial environment. For the customer's convenience, his/her account information can be accessed on-line at https://trulyaccess.trulynolen.com. Please contact the account representative or local branch office to activate this complimentary service.

Customer's Initials _____

Terms of Agreement This agreement covers area(s) as defined within the original scope of work as indicated in the accepted proposal and/or this agreement and the terms & conditions for this service as indicated on the reverse side of this agreement. By the presence of his/her initials, the customer acknowledges that he/she has read, understands, and agrees to the stated terms & conditions. Truly Nolen reserves the right to reject the submitted proposal unless accepted within 30 days from the date of inspection.

Disclaimer This agreement does not cover any structural interior, exterior, or contents damage that has and may occur as a result of the pest infestation. Truly Nolen is not liable for any claims of personal injury or other bodily harm that may result from pest activity on the property. Truly Nolen is not responsible for any claim(s) that a pest was transported from the customer's location to another location, resulting in a secondary infestation. Truly Nolen may subcontract any or all of the work herein described.

Warning Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. Any person sensitive to chemicals should check with his/her physician before treatment. Truly Nolen will provide technical information about products used upon the customer's request.

Payment Information		Description
Intensive service or special service	$	Continued Service
Svc rate $ 47 x 12 services =	$ 564.00	Regular PC Service
Annual Investment	$ 564.00	
Less 5% annual discount	$ 28.20	
Discounted Annual Investment	$ 535.80	
Sales tax (if applicable)	$	
Total Investment	$ 535.80	
Description of Equipment Needed		
Total Equipment Cost	$	
Sales tax (if applicable)	$	
Total Equipment Investment	$	

Payment Terms

- ☐ Full year with ASI discount
- ☐ Pay at time of service
- ☐ 15 days from receipt of invoice
- ☐ Special billing (PO required)
- PO #
- ☐ Cash
- Receipt #
- ☐ Check or money order
- Check #
- ☐ Credit Card

Credit Card Type: VISA

Card #

Name on card: Exp date:

Tax Exempt Customer? ☐ Yes ☐ No Exempt #

Branch Address 2143 West Acoma Blvd.

City/State/Zip Lake Havasu City, Az 86403

Phone 928-855-5191 Insp Date 7/01/2014

Inspector's Name Ron Wilkinson Lisc # FR41961

FOR TRULY NOLEN OF AMERICA, INC.

By Ron Wilkinson Inspector

By Ron Wilkinson Branch Manager

ACCEPTED BY*

Signature (Owner/buyer or authorized agent)

Printed Name

* The Buyer may cancel this transaction at any time prior to midnight of the third business day after the date listed on this transaction. By signing the agreement, the Buyer acknowledges that he/she has read and understands the applicable guarantee, terms, and conditions that appear on the reverse side of this agreement.

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Brn # 048 Rte # 004
Grid ☒ Day ☐ Night
Start Dt 7/01/2014 Time
Acct # 4809037

Service Address

Business Name: Palo Verde College
Property Address: 1 College Way
City/St/Zip: Blythe, Ca. 92225
Phone Number: 760-921-5538
Fax Number: 760-922-0230
Contact Name: Stephanie Slagan
Business Type: School Sq. Ft.

Billing Information

Billing Name
Billing Address
City/St/Zip
Billing Number
Fax Number
Email Address: stephanie.slagan@paloverde.edu
National Account? ☐ Yes ☒ No

Annual/Seasonal Pest Management Programs

- ☒ Progressive Commercial Pest Program
- ☐ Progressive Commercial Exterior Only Pest Program
- ☐ Progressive Restaurant Pest Management Program
- ☐ Other Annual Service Program:
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- ☐ Monitoring - Post Bird Control Service
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- ☐ Tick Control Special Service
- ☐ Flea Control Special Service
- ☐ Fire Ant Control Special Service

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Type of Guarantee: ☐ Annual ☐ 30 days ☐ Seasonal ☐ Other

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Warning Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. Any person sensitive to chemicals should check with his/her physician before treatment. Truly Nolen will provide technical information about products used upon the customer's request.

Payment Information

		Description
Intensive service or special service	$	Continued Service
Svc rate $ 275.00 x 12 services =	$ 3,300.00	Regular PC Service
Annual Investment	$ 3,300.00	
Less 5% annual discount	$ 165.00	
Discounted Annual Investment	$ 3,135.00	
Sales tax (if applicable)	$	
Total Investment	$ 3,135.00	

Description of Equipment Needed

Total Equipment Cost $

Sales tax (if applicable) $

Total Equipment Investment $

Payment Terms

- ☐ Full year with ASI discount
- ☐ Pay at time of service
- ☐ 15 days from receipt of invoice
- ☐ Special billing (PO required)

PO #

Credit Card Type: VISA

Card #

Name on card: Exp date:

☐ Cash
Receipt #
☐ Check or money order
Check #
☐ Credit Card

Tax Exempt Customer? ☐ Yes ☐ No Exempt #

Branch Address: 2143 West Acoma Blvd.
City/State/Zip: Lake Havasu City, Az 86403
Phone: 928-855-5191 Insp Date: 7/01/2014
Inspector's Name: Ron Wilkinson Lisc #: FR41961

FOR TRULY NOLEN OF AMERICA, INC.

By: Ron Wilkinson Inspector

By: Ron Wilkinson Branch Manager

ACCEPTED BY:*

Signature (Owner/buyer or authorized agent)

Printed Name

* The Buyer may cancel this transaction at any time prior to midnight of the third business day after the date listed on this transaction. By signing the agreement, the Buyer acknowledges that he/she has read and understands the applicable guarantee, terms, and conditions that appear on the reverse side of this agreement.

Commercial Terms, Conditions, & Guarantees by Service Type

✓ **Below are Truly Nolen's guarantees, including that for the service(s) you are purchasing today. Please take a moment to review this information. If you have any questions, please contact your inspector or the branch manager serving your area.**

Truly Nolen guarantees your satisfaction. We provide complimentary callbacks with a guaranteed 24 hour response time should your pest issue persist between routine service intervals. If there is a problem with any part of your service, the technician will continue to service your property at no extra charge until you are satisfied. We guarantee your satisfaction, or you will be issued a full credit for your last scheduled service (not applicable to special services or monitoring programs). Truly Nolen reserves the right to reject the submitted proposal unless accepted within 30 days from inspection date.

Annual agreements are in effect for a **twelve** month period for the covered area(s) and/or structures as defined in the original scope of work, while **Seasonal agreements** cover the area(s) and/or structures as defined in the original scope of work for a specific portion of the year.

The following service types provide a monthly service program. Unless written notice is provided by either party thirty days prior to the anniversary date of the agreement, this contract automatically renews on a month-to-month basis.

- **Truly Progressive Commercial Pest Program**
- **Truly Progressive Commercial Exterior Only Pest Program**
- **Truly Progressive Restaurant Pest Management Program**
- **Commercial Stored Product Pests Program**
- **Commercial Exterior Rodent Baiting Program**

The following service types provide a monthly service program. These fly reduction programs do not guarantee the elimination of all flying pests. Unless written notice is provided by either party thirty days prior to the anniversary date of the agreement, this contract automatically renews on a month-to-month basis.

- **Commercial Fly Control Program**
- **Commercial Fruit Fly Control Program**

Other service types in this category include:

Preventative Bee Monitoring Solutions - Scout or Swarm Trap Placement & Monitoring A quarterly service program. If a bee hive appears on the property, it is covered under this quarterly service plan at no additional cost for the duration of this agreement. Unless written notice is given by either party thirty days prior to the anniversary date of this agreement, this contract automatically renews on a quarterly basis.

Commercial Mosquito Mitigation Program A seasonal service program. While Truly Nolen can significantly impact a mosquito population, it cannot promise that the customer will never again experience another mosquito bite, or that a customer or employee will never be infected with a mosquito-borne disease. With this control program, it is Truly Nolen's goal to reduce the customer's mosquito population by 75%. Unless written notice is provided by either party thirty days prior to the anniversary date of this agreement, this contract automatically renews on a seasonal basis.

Special services have a limited guarantee from the date of the initial service and for the covered area(s) only as defined in the original scope of work. If there is a problem with any part of the service during the guarantee period, then Truly Nolen will continue to service the covered affected area(s) at no extra charge until the infestation is under control.

A 30 day guarantee for the affected area is provided with the following service types:

- **Bee Swarm Elimination**
- **Flea or Tick Control Special Service**
- **Rodent Trapping and Removal Only**

The following special service types are guaranteed for one year, covering re-infestation, workmanship, and materials within the original scope of work. If the initial exclusion efforts fail during the guarantee period, then Truly Nolen will inspect and repair or replace damaged materials at no additional charge. If the structure is re-infested during the guaranatee period due to damaged or defective exclusion materials, then Truly Nolen will render services needed to control the infestation (e.g., trapping, etc) at no additional charge.

- **Rodent Trapping and Exclusion Program**
- **Rodent Trapping, Exclusion, Nest Removal, & Remediation**

The following special service types are guaranteed for 30 days. These reduction programs do not guarantee the elimination of all flying insects.

- **Fly Control Special Service**
- **Fruit Fly Control Special Service**

Bee Extermination and Hive Removal This special service is guaranteed for 30 days. Note that, after a bee colony is eliminated, the hive or honey comb will begin to degrade and melt. Truly Nolen recommends that it be removed so that the decaying process does not damage the structure and attract other pests. If the hive is readily accessible without the need for structural alterations to the building, then Truly Nolen will remove the hive as part of the colony extermination price. If the hive is not accessible, then it is the responsibility of the owner/manager to engage a contractor to perform needed alterations in order to access the hive and make repairs to the structure after the hive is removed. Truly Nolen is not responsible for the costs associated with the removal of the hive or any damage or subsequent infestation(s) that may result from the owner/manager's failure to remove the hive in a timely manner.

Other special service types are:

Bird Control Special Service This special service is guaranteed for 30 days. Includes repairs to any defective or failing control measures at no additional cost to the customer. Note: Re-infestations due to intentional damage (vandalism) or removal of control measures may result in an additional charge.

Fire Ant Special Service This special service when using Top Choice or a similar product is guaranteed for one year.

Monitoring Program after Bird Control Service This monitoring program extends the 30 day special service guarantee on a covered structure and/or property. Monitoring coverage must be enacted during the special service guarantee period to provide consecutive pest coverage. Inspections are done quarterly. If repairs are needed due to damaged or failing control measures, they will be made at no additional cost to the customer. If there is a problem with any part of the service during the guarantee period, then Truly Nolen will continue to service the customer's property at no extra charge until the infestation is under control. Note: Re-infestation due to intentional damage (vandalism) or removal of control measures may result in an additional charge. At the end of the monitoring guarantee period, the customer can renew the agreement at a prescribed annual rate. Payment of a renewal re-establishes the guarantee as provided for in the first year. Subsequent renewal periods may be offered to the customer at a rate to be determined.

Payment Terms and Conditions Invoices are due upon receipt.

INTEREST ON UNPAID AMOUNT A late payment fee of 1% per month (12% per year) will be charged on any unpaid balance that remains on the account for more than 60 days and continue until said amount is paid in full. Note that interest accured is added to the principal amount.

ELECTRONIC FUNDS TRANSFER NOTICE When Buyer provides a check as payment, he/she authorizes Truly Nolen of America, Inc. to either use the check information to make a one-time electronic funds transfer from Buyer's account or to process the payment as a check transaction. When Truly Nolen uses information from the check to make an electronic transfer, funds may be withdrawn from the Buyer's account as soon as the same day that payment was received, and Buyer will not receive his/her check back from the financial institution. For inquiries, please call the company phone number on the front of the contract.

COLLECTION FEES & RETURNED PAYMENTS If agreed upon terms are not met, Buyer agrees to pay all reasonable attorney's fees and court costs, in addition to any other necessary collection fees. Buyer agrees to pay a $20.00 fee (or maximum allowed by law) for any returned payments. Pursuant to the terms stated above when making a payment by check, Buyer authorizes Truly Nolen of America, Inc. to debit his/her account for the original amount plus the fee outlined above.

It is mutually areed that any dispute under the terms of the agreement shall be submitted on an individual basis to arbitration pursuant to the rules of the American Arbitration Association. Arbitration shall take place in or near to the county and state in which the Truly Nolen branch office that provides the services described in this Agreement is located.

The Buyer may cancel this transaction at any time for any reason or no reason prior to midnight of the third business day after that date listed on this transaction and Truly Nolen shall issue a refund to Buyer provided that Truly Nolen has not commenced work. By signing this agreement, Buyer acknowledges that he/she has read and understands the applicable guarantee and terms that appear on this agreement.