

# Ehrlich

## PROPOSAL PEST MANAGEMENT PROGRAM

PREPARED BY:  
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TAILORED FOR:  
Town Of Leray  
Attn.: Bob Ingerson  
8334 Willow St  
Evans Mills, NY 13637

# SCOPE OF SERVICE

## Service Specifications

General Pest	
General Pest Service	search and treat facility of all active nesting stinging insects around all facilities at location.

## Documentation

Ehrlich Pest Control places a strong emphasis on communication with designated personnel to ensure proper implementation and ongoing success of the pest management program. That is why, after each service, we will provide you with a printed documented service report. This report will identify materials used, location of use, pests identified (if any), and any sanitation or structural deficiencies which may exist at the time of service. Our customers will always know what we are doing and will have a written record for future use by Town Of Leray or any local governmental agency with a right to know.

Documentation to be furnished by Ehrlich Pest Control and maintained in conjunction with Town Of Leray in the following format(s):

**Electronic Communication Acknowledgement Statement**

Pest control companies have a responsibility to provide a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, occupier, or custodian of the property. This record may include post-application precautionary information. By initialing, the Customer understands and requests that pesticide use records be provided or made available electronically.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

# INVESTMENT

## Investment Schedule

Ehrlich Pest Control shall provide service as described in the attached proposal dated 09/10/2024. The specifications and pricing contained herein shall remain valid for 120 days from the original date printed on this proposal for Town Of Leray, according to the following schedule(s), plus tax, where applicable. All quoted prices are in US Dollars unless otherwise stated.

Location	
Town Of Leray - Town Of Leray, 8334 Willow St, Evans Mills, NY, 13637	
MAINTENANCE/JOB SERVICES	PRICING IS PER LOCATION
General Pest Service - 1 Services	\$695.00
<b>Initial Installation, Setup and Corrective Services</b>	<b>\$695.00</b>

## **Response to additional needs**

If additional visits for services under this agreement are necessary to address covered pests within 30 days following a scheduled service visit, such services will be rendered promptly, without additional charge. The general procedure is to contact clients requesting additional service within four hours of their request, and respond within twenty-four hours. May not be applicable to all services.

# Terms and Conditions

**Standard of Care.** Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing and maintaining the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages, except those directly caused by willful negligence on the part of the Company. If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow the Company a period of up to 45 days to remedy the problem to the extent reasonably required.

**Customer Responsibilities.** Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to identified issues and services and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Any damage warranty specified in the Agreement will be voided should the presence of pests or issue be associated with conditions arising from Customer's non-cooperation. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed.

**Modification.** Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products to control the problem(s), Company shall advise the Customer of the additional costs.

Due to safety concerns and regulations, Company may be required to use fall protection when Service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

**Substructure.** Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.

**Moisture, Mold and Mildew.** Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi; health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. However, Company may provide services to control wood decaying fungi and high moisture conditions in crawl spaces. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

**Warranty.** For Equipment and Products, manufacturer warranties apply; there is no further warranty from Company on Products, Equipment or Service. Certain Services may carry limited Company warranty; refer to Service definition.

**Right to Subcontract.** Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

**Force Majeure.** Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

**Insurance.** Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia (USA) Customers, please note: 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.

**Limitation of Liability.** The Customer agrees that the work provided under this Agreement is not to be construed as Insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal

guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for consequential, indirect or economic damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the Services.

Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

**Animal Disposal.** Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

**Choice of Law.** Any and all disputes, claims or lawsuits related to this Agreement or to the services shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

**Class Action Waiver.** Where permitted under the applicable law, Customer and Company agree that each may bring claims against the other only in each Party's individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless Customer and Company both agree, no action, or court of law, may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

**Mandatory Arbitration.** Claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to the agreement or warranty, shall be submitted to arbitration by a single, neutral arbitrator.

**Intellectual Property.** Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

**Data Security.** Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customers access to their Service information, if applicable to the Services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

- a. Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login IDs and passwords.
- b. All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Service Agreement.
- c. The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
- d. This agreement shall be binding upon all successors of the Customer's business.

Refer to Legal Statements and Privacy Policies as posted on online tool Web Sites for additional information.

**Data Privacy.** Company shall process personal data in relation to this agreement in accordance with applicable law and its privacy notice located at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

**Third Party and Marketing Disclosure.** The Customer agrees to permit Company to use the Customer's name and contact information for sharing with Company's business partners. Company will never sell this data. It is to be used to improve the Customer's experience with Company. Additionally, unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings.

**Anti-Bribery and Anti-Corruption.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

**Payment.** Introductory Service Fees are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer.

If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property.

Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date.

Any check returned for any reason, will result in a fee in the amount charged by Company's bank.

All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days.

Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

**Fuel/Transportation Surcharge.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

## Acceptance

**Related diagrams, specification sheets, addendum and/or proposals are integral parts of this agreement.**

**Customer may cancel this transaction at any time prior to midnight on the 3rd business day after the date of this transaction with a full refund of payment.**

The above Quote and Agreement are hereby accepted, including Terms and Conditions.

for Rentokil North America d/b/a Ehrlich Pest Control

for Town Of Leray

\_\_\_\_\_  
Representative printed name  
**Craig Staats**  
\_\_\_\_\_  
**RAE**                      **9-10-24**  
Title                                      Date  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Representative printed name  
\_\_\_\_\_  
Title                                      Date  
\_\_\_\_\_  
Signature

## TIMELINE

Our goal is to make Ehrlich Pest Control's service an integral part of your business schedule, so we set specific days and times for service in alignment with Town Of Leray needs.

<b>REQUESTED START DATE</b>
2024-09-10
<b>MAINTENANCE SERVICE START MONTH</b>
None

## BILLING

<b>BILLING INSTRUCTIONS</b>
All locations on single invoice
<b>BILLING ADDRESS</b>
8334 Willow St, Evans Mills, New York, 13637
<b>PAYMENT METHOD</b>
Invoice/Check
<b>PURCHASE ORDER NUMBER</b>
<b>TAX EXEMPT ID</b>