

## MASTER SERVICES AGREEMENT (COMMERCIAL)

### 1. Services; Statements of Work

- a. Company shall provide pest control and related services to Customer as described in one or more written statements of work (each, a **“Statement of Work”** and collectively, the **“Services”**) in accordance with the terms and conditions of this Agreement.
- b. Each Statement of Work, which is hereby incorporated into this Agreement by reference and shall be substantially in the form attached as **Exhibit A**, shall include, if applicable:
  - i. a description of the Services to be performed;
  - ii. the date upon which the contract term commences and the term of such Statement of Work;
  - iii. the location(s) or service address(es) and other customer information, including number of units or areas to be serviced (each, a **“Service Location”**);
  - iv. the frequency of Services and number of visits;
  - v. the fees to be paid to Company, including applicable sales taxes and payment timing (monthly, annually, per visit, etc.);
  - vi. any other terms and conditions agreed upon by the parties with respect to such Services.

Customer acknowledges that it is responsible for identifying, in writing, the specific units or areas to be serviced prior to each service visit.

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### 2. Term of Agreement

This Agreement shall remain in effect for so long as any Statement of Work is in effect. Company reserves the right, after the first year, to increase the cost of Services in its sole discretion upon notice to Customer.

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### 3. Materials

Upon Customer’s written or oral request, Company shall provide specimen labels and material safety data sheets for all materials used in the Services. Upon request, such materials may also be provided to Customer’s tenants or occupants.

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#### **4. Customer and Tenant Cooperation**

Customer acknowledges that the effectiveness of the Services depends upon Customer's and its tenants' cooperation regarding housekeeping, sanitation, maintenance, and accessibility of Service Locations. Customer agrees to cooperate and to cause its tenants to cooperate with Company as reasonably necessary to perform the Services.

If, in Company's discretion, a Service Location is unsuitable due to lack of preparation, sanitation, maintenance, or accessibility, Company may reschedule the service. Customer represents and warrants that all Service Locations are safe, secure, and suitable for the Services.

If Customer, its tenants, or occupants are or may be sensitive to pesticides or their odors, Customer must notify Company in writing prior to service. Company reserves the right to deny or terminate service upon such notice.

If Company is unable to access a Service Location due to lack of access or preparation, a \$50 trip fee may apply unless proper notice is provided.

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#### **5. Rescheduling**

Customer agrees to provide at least forty-eight (48) hours' notice prior to a scheduled service to reschedule. Customer is the sole point of contact and is responsible for coordinating access with its tenants.

If Company cannot access all or part of a Service Location at the scheduled time, Company may service accessible areas and charge the full service amount. Company may, at its discretion, reschedule remaining areas at no additional charge.

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#### **6. Service Notifications**

Customer authorizes Company to provide service notifications and arrival updates via text message. Customer is responsible for notifying its tenants. Standard message and data rates may apply.

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#### **7. Marketing Communications**

By executing this Agreement, Customer authorizes Company to contact Customer with non-emergency marketing or promotional communications via phone, email, or text

message in compliance with applicable law. Consent is not a condition of purchasing services and may be revoked at any time by contacting Company.

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## **8. Payment Terms**

If Customer elects monthly recurring payments, payments shall be due on the 28th of each month for a minimum term of one (1) year from the Effective Date. Payments shall be automatically charged to the payment method on file.

If Customer terminates prior to the end of the initial term, Customer shall pay an early termination fee equal to thirty percent (30%) of the remaining contract value.

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## **9. Non-Payment / Late Payment**

If Customer fails to make timely payment, Company may:

- a. charge a late fee of 1.5% of the outstanding balance;
- b. accelerate all amounts due and cancel all active Statements of Work;
- c. terminate this Agreement and submit unpaid balances to collections.

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## **10. Limitation of Liability; Disclaimer of Warranties**

CUSTOMER WAIVES ALL CLAIMS AGAINST COMPANY ARISING FROM THE SERVICES. COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR CUSTOMER'S TENANTS FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

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## **11. Indemnification**

Customer shall defend, indemnify, and hold harmless Company and its members, officers, employees, and agents from all claims, damages, losses, and expenses arising from:

- (a) Customer's or its tenants' negligence or willful misconduct;
- (b) breach of this Agreement;
- (c) claims by Customer's tenants related to the Services.

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**12. Force Majeure**

Company shall not be liable for failure to perform Services due to events beyond its reasonable control. Customer's payment obligations shall not be excused.

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**13. Governing Law; Waiver of Jury Trial**

This Agreement shall be governed by the laws of the State of Ohio. Any action arising from this Agreement shall be brought exclusively in state or federal courts located in Licking County, Ohio. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL.

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**14. Severability**

If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

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**15. Entire Agreement**

This Agreement and all Statements of Work constitute the entire agreement between the parties. Customer may not assign this Agreement without Company's written consent. Any amendment must be in writing and signed by both parties.