From: Sowell, Lamar
Sent: Friday, August 13, 2010 7:45 AM
To: Akins, Melissa
Subject: FW: Additional Buildings

Attachments: Citarella, Kevin.vcf; Sumter County 8-12-2010.pdf

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From: Citarella, Kevin [mailto:kcitarella@masseyservices.com]
Sent: Thursday, August 12, 2010 5:25 PM
To: Sowell, Lamar
Cc: Testa, Anthony; Field, Jeffrey
Subject: Additional Buildings

Lamar,

Attached is the agreement for the new building in Wildwood. The additional "Vestibule" at the Courthouse located at 225 E. McCollum Ave. Bushnell will be added to the service at the courthouse at no additional charge.
Please let me know if you need anything else.

Thank you,
Kevin

Kevin L. Citarella
Senior Account Manager
352-279-3299

MASSEY
PrevenTech Commercial Services

PEST PREVENTION SERVICE AGREEMENT

NO.

SERVICE ADDRESS

Sumter County Government Offices
Business Name

7375 CR 139
Property Address

Wildwood | Florida | Sumter | 34785
City | State | County | Zip

( )
Phone (Extension)

BILLING ADDRESS

Lamar Sowell | (352) 793-0200
Contact Name (Agent) | Phone

Mailing Address

City | State | Zip

August 12,2010
Date of Agreement

Business Type: Municipal Buildings Service Frequency 1X every other month Grid # _____

1. **SCOPE OF WORK**
   PrevenTech will provide pest prevention services for: ■ Roaches ■ Ants ■ Mice ■ Rats ☐ Pantry Pests ☐ Fruit Flies ☐ Drain Flies
   ■ _____ ■ _____ ■ _____
2. **AREAS TO BE SERVICED**
   Inspection and treatment of interior and exterior as per existing contract
3. **SERVICE SCHEDULE**
   A. Initial Service Schedule _____ Follow-Up Service on Initial _____
   B. Regular Service Schedule _____
4. **CUSTOMER COOPERATION**
   Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:
   A. Maintaining a clean facility and promptly correcting any structural problems and deficiences in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.
   B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
5. **INSURANCE**
   PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.
6. **TERMS OF AGREEMENTS**
   A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
   B. If THE COMPANY is at any time dissatisfied with **PrevenTech's** service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
7. **GUARANTEED SATISFACTION**
   See reverse side of this agreement for explanation of **PrevenTech's** Pest Prevention Guarantee.

8. 1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	$ 94.00			Items Purchased:	
Monthly Service Charge	$ 94.00	Monthly Service Charge	$ 94.00	# Purchased:	
Annual Amount	564.00	Annual Amount	$ 564.00	x $ _____ EA =	$
5% Discount for Advance Payment	$ ( )	5% Discount for Advance Payment	$ (28.20)	x $ _____ EA =	$
Discounted Annual Amount	535.80	Discounted Annual Amount	535.80	+ Sales Tax	$
Sales Tax	$	Sales Tax	$	Total	$
Amt Remitted w/Agreement	$	**NOTE: PrevenTech** reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. **PAYMENT TERMS**
   A. Method of payment ☐ Year in Advance Payment less 5% discount ■ Upon Receipt of Monthly Invoice ☐ Remit to Service Technician
   B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
   C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

PrevenTech Address

City | State | Zip

Phone

Approved by: **PrevenTech** General Manager Date

Accepted for: _____ Date _____
THE COMPANY

Approved by: Kevin L. Citarella Date 8/12/2010
PrevenTech

GUARANTEED SATISFACTION

We guarantee your premises will be FREE of Roach, Ant and Rodent INFESTATION after we have completed your second month of service. This does not mean you will never see another roach, ant or rodent, but it does mean that the thoroughness of our services and your efforts to maintain the highest standards of sanitation will not allow an INFESTATION to develop. In the event of a pest sighting(s),

1. We GUARANTEE to perform a corrective service within 24 hours.
2. We also GUARANTEE to provide this corrective service at *no additional cost to you.*
3. If your pest problem persists and an infestation can be found in the physical structure after 30 days, a **PrevenTech** Manager will verify the infestation and *refund your last regular service charge.**

For the Hospitality Industry, **PrevenTech** further GUARANTEES that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, **PrevenTech** will:

- Verify the problem and take corrective measures immediately.
- Reimburse the Company for the lost lodging and/or meal charge(s),**
- Send a letter of apology to the guest, with a copy sent to the Company Manager.

* A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this Guarantee.

** Reimbursement under the terms of the Money Back Guarantee for lost lodging and meal charges will be provided only when The Company Manager notifies a **PrevenTech** Manager within 24 hours and provides the **PrevenTech** Manager with specific details of the problem, lodging and/or meal receipts, guest's name and address. Reimbursement is restricted to one night's lodging charge and one meal charge per occurrence.

GENERAL TERMS AND CONDITIONS

A. CHANGE IN LAW. PrevenTech BY MASSEY SERVICES, INC. (PrevenTech) performs its services in accordance with the requirements of Federal, State and local laws. In the event of a change in existing law as it pertains to the services promised herein, PrevenTech reserves the right to adjust the monthly service charge or terminate this agreement by giving THE COMPANY 60 days notice.

B. DISCLAIMER. PrevenTech's liability under this agreement will be terminated if PrevenTech is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, or any Act of God or circumstances or cause beyond the control of PrevenTech.

This agreement does not cover and PrevenTech will not be responsible for:

1. Any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.
2. Damage or loss of personal property resulting from lack of security or acts of third parties.
3. Damage or loss of personal property due to THE COMPANY's and/or Occupant(s) failure to comply with the specific instructions outlined in the Pest Elimination Preparation Checklist and/or Quality Assurance Inspection Report.
4. PrevenTech disclaims any liability for special incidental or consequential damages. The Guarantee stated in this agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

C. NON-PAYMENT DEFAULT. In case of non-payment or default by THE COMPANY, PrevenTech has the right to terminate this Agreement and reasonable attorney's fees and costs of collection shall be paid by THE COMPANY, whether suit is filed or not. In addition, interest at the highest rate allowable by law will be assessed for the period of delinquency.

D. ARBITRATION. THE COMPANY and PrevenTech agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

E. ENTIRE AGREEMENT. It is understood and agreed between the parties that this agreement constitutes the complete agreement between PrevenTech and THE COMPANY and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of PrevenTech unless alteration or change be in writing and executed by the President of PrevenTech under its Corporate Seal.