

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC

This Amendment is hereby entered into by and between Orkin LLC, 1740 Adams Street, Lincoln, NE 68521 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated April 4, 2016 executed under City Executive Order No. 89277, and County Contract C-16-0154, dated April 5, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on April 12, 2016, for Annual Services - Pest Control, Bid No. 16-031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 11, 2016 through April 10, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 11, 2017 through April 10, 2018; and

WHEREAS, the parties wish to amend the Contract to add additional services, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$18,500.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$13,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 89277 and County Contract C-16-0154, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning April 11, 2017 through April 10, 2018.
- 2) The parties wish to amend the Contract to add additional services, per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$18,500.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,000.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$13,000.00 without approval by the Public Building Commission.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Brianne Crooks
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: bcrooks@lincoln.ne.gov

Company Name:	Orkin
By: (Please Sign)	<i>Brian Prokop</i>
By: (Please Print)	Brian Prokop
Title:	Branch Manager
Company Address:	1740 Adams St.
Company Phone & Fax:	402-817-7641
E-Mail Address:	Branch740@orkin.com
Date:	3-15-17
Contact Person for Orders or Service	Brian Prokop
Contact Phone Number:	402-817-7641

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



Orkin Pest Control Commercial Services Agreement THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE 0 GRID #

Customer Name Lincoln Parks And Rec (Lewis field) Date 2/23/17

Billing Address 2740 A St

City Lincoln State Ne Zip Code 68502 Phone

I. INTENT A. This Agreement is intended to constitute a mutual understanding between Lincoln Parks And Rec (the Customer) and Orkin LLC (Orkin Pest Control) B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 2740 A St Lincoln, Ne 68502

County Name: Is this within city limits Yes No Food Safety with GM QA Health Care Health Care with GM QA Pharmaceutical with GM QA Element

II. SCOPE AND NATURE OF WORK A. Orkin agrees to provide service for the following pests: Roaches Common ants Rats and mice Pharaoh ants Common spiders Flies Odor Actizyme: Odor Neutralizer Fly Foam Service Other B. Service Exclusions: 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. 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. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. 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 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 targeted 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 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 March through September 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 OF AGREEMENT A. This agreement shall be effective for a period of 1 2 3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice. B. For multiple year agreements, the monthly 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. C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above. D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

VI. PAYMENT A. The cost of the services described herein shall be \$ 30 plus tax of \$ 2.18 for the initial month and \$ 30 plus tax of \$ 2.18 per month thereafter for a period of (7) months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

VII. MATERIALS A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer. B. The material shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. 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. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

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, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs. B. Orkin shall retain ownership of leased components. 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.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: http://www.adr.org.

XIII. AMOUNT REMITTED: \$ Cash Check Complete Easy Payment Form P.O. Number

PAYMENT SUMMARY (includes pest fly odor actizyme: odor neutralizer other) CHECK THOSE THAT APPLY 1. INITIAL PAYMENT a. Initial / Start-up Service \$ 30 b. One-Time Charges \$ 0 c. Product Sales \$ 0 d. Sales Tax (if applicable) \$ 2.18 TOTAL (1a + 1b + 1c + 1d) \$ 32.18 2. MONTHLY TREATMENT SERVICE CHARGES a. Monthly Treatment Service Charges \$ 30 b. Sales Tax (if applicable) \$ 2.18 TOTAL (2a + 2b) \$ 32.18 3. MONTHLY LEASE CHARGES a. Leased Component Charges \$ 0.0 Scence Standard Industrial Orkin/Aires AutoFresh Actizyme: Odor Neutralizer Other b. Sales Tax (if applicable) \$ 0 TOTAL (3a + 3b) \$ 0 4. Product Sales / One-Time Charges plus tax (if applicable) \$ 0 FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d) \$ 32.18 MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3) \$ 32.18

Rob Zavala 994063 1740 Adams Inspector Name (PRINT) Employee ID # or Certification # Branch Street Address

(402) 890-2155 Lincoln Nebraska 68521 Branch Telephone Number City State Zip Code THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature Date 2/23/17 Customer's Signature Date 2/23/17

3

ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2 Reimbursement Guarantee*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

ORKIN REPRESENTATIVE

2/23/17
DATE

Lincoln Parks And Rec
CUSTOMER

2/23/17
DATE



PEST CONTROL DOWN TO A SCIENCE™

LOCATION

* See agreement for details.



Commercial Customer Service Record

Fill out any special instructions for your Orkin Technician.

Enter Messages to Print on Service Ticket:

Dorothy Scrupa. At 1225 F St will be your contact to ket
keys

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets:

Special Instructions:



Orkin Pest Control Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE <u>0</u>	GRID #
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COMMERCIAL SERVICES

Customer Name Lincoln Parks And Rec (Densmore park) Date 2/23/17

Billing Address 2740 A St

City Lincoln State Ne Zip Code 68502 Phone _____

- I. INTENT
 A. This Agreement is intended to constitute a mutual understanding between Lincoln Parks And Rec (the Customer) and Orkin, LLC (Orkin Pest Control)
 B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 2740 A St Lincoln, Ne 68502

County Name: _____ Is this within city limits Yes No Food Safety with GM QA Health Care Health Care with GM QA Pharmaceutical with GM QA Element

- II. SCOPE AND NATURE OF WORK
 A. Orkin agrees to provide service for the following pests:
 Roaches Common ants Rats and mice Parach ants* Common spiders Flies Odor Actizyme: Odor Neutralizer Fly Foam Service Other _____
 Service means the periodic treatment to help control/combate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. *Additional monthly charge required to cover these ants.
 B. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. 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. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. 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 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 targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of services, 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 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. Customer service representative shall service the Customer (service frequency) 1 Time 2 Times 4 Times per month Other March through September
 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 OF AGREEMENT
 A. This agreement shall be effective for a period of 1 2 3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
 B. For multiple year agreements, the monthly 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.
 C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.
 D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

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 A. The cost of the services described herein shall be \$ 30 plus tax of \$ 2.18 for the initial month and \$ 30.00 plus tax of \$ 2.18 per month thereafter for a period of (7) months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

- VII. MATERIALS
 A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
 B. The materials shall be used in accordance with the labels and specifications.

- VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. 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. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

- 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, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.
 B. Orkin shall retain ownership of leased components. 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.

- X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

- XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA, IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

PAYMENT SUMMARY	
(includes <input type="checkbox"/> pest <input type="checkbox"/> fly <input type="checkbox"/> odor <input type="checkbox"/> actizyme: odor neutralizer <input type="checkbox"/> other _____)	
CHECK THOSE THAT APPLY	
1. INITIAL PAYMENT	
a. Initial / Start-up Service	\$ <u>30</u>
b. One-Time Charges	\$ <u>0</u>
c. Product Sales	\$ <u>0</u>
d. Sales Tax (if applicable)	\$ <u>2.18</u>
TOTAL (1a + 1b + 1c + 1d)	\$ <u>32.18</u>
2. MONTHLY TREATMENT SERVICE CHARGES	
a. Monthly Treatment Service Charges	\$ <u>30</u>
b. Sales Tax (if applicable)	\$ <u>2.18</u>
TOTAL (2a + 2b)	\$ <u>32.18</u>
3. MONTHLY LEASE CHARGES	
a. Leased Component Charges	\$ <u>0</u>
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> AutoFresh	
<input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (3a + 3b)	\$ <u>0</u>
4. Product Sales / One-Time Charges plus tax (if applicable)	\$ <u>0</u>
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ <u>32.18</u>
MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>32.18</u>

XIII. AMOUNT REMITTED: \$ _____ Cash Check Complete Easy Payment Form P.O. Number _____

Inspector Name (PRINT) Rob Zavala Employee ID # or Certification # 994063 Branch Street Address 1740 Adams

Branch Telephone Number (402) 890-2155 City Lincoln State Nebraska Zip Code 68521

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature _____ Date 2/23/17 Customer's Signature _____ Date 2/23/17

162181 REV. 3/2014 LOCATION _____ Customer Email: _____

3

ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2 Reimbursement Guarantee*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

ORKIN REPRESENTATIVE

2/23/17
DATE

Lincoln Parks And Rec
CUSTOMER

2/23/17
DATE



PEST CONTROL DOWN TO A SCIENCE.™

LOCATION

* See agreement for details.



Commercial Customer Service Record

Fill out any special instructions for your Orkin Technician.

Enter Messages to Print on Service Ticket:

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets:

Special Instructions:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2017

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	PHONE (A/C, NO, EXT): 877-945-7378		FAX (A/C, NO): 414-443-0128
	E-MAIL ADDRESS: certificates@willis.com			
INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Old Republic Insurance Company			24147-002
	INSURER B: ACE Property and Casualty Insurance Compa			20699-001
	INSURER C: New Hampshire Insurance Company			23841-001
	INSURER D: National Union Fire Ins Co of Pittsburgh			19445-002
	INSURER E:			
INSURER F:				

COVERAGES **CERTIFICATE NUMBER: 25284457** **REVISION NUMBER: See Remarks**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MWZY308589	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB308588	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000			XOOG27927683002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 014649491	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	<input checked="" type="checkbox"/> Excess Workers Comp <input checked="" type="checkbox"/> WC Cover is Statutory		Y	XWC 6583120	1/1/2017	1/1/2018	E.L. Each Accident \$2,000,000 Limit E.L. Disease - Ea Emp \$2,000,000 Limit E.L. Disease - Pol. Lim \$2,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/5/2016 WITH ID: 24932082

Branch Number: 790
 Division/Location: Orkin/Midwest/Lincoln, NE.

CERTIFICATE HOLDER	CANCELLATION
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission 555 South, 14th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

City of Lincoln and/or, Lancaster County and/or, and City of Lincoln/Lancaster County Public Building are included as Additional Insureds as respects to General Liability, but solely in regards to work being performed by or on behalf of the Named Insured.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation where required by written contract and as permitted by law.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Contractors Pollution CARRIER: Allied World Assurance Company (USA) POLICY TERM: 01/01/2017 – 01/01/2018 POLICY NUMBER: 03062978	\$10,000,000 Each Occurrence \$10,000,000 Policy Limit
POLICY TYPE: Pest Control Professional Liability CARRIER: Old Republic Insurance Company POLICY TERM: 01/01/2017 – 01/01/2018 POLICY NUMBER: MWZY308589	\$2,000,000 Each Claim \$2,000,000 Aggregate
POLICY TYPE: Commercial Property CARRIER: AXIS Insurance Company POLICY TERM: 01/01/2017 – 01/01/2018 POLICY NUMBER: MAB75723217	Real & Personal Property, Stock, B&M, and Improvements & Betterments \$100,000,000 US Operations Equipment Included \$2,000,000 Business Interruption

Rollins, Inc.

Policy Term: 1/1/2017 to 1/1/2018

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	WC014649490	New Hampshire Ins. Co. - covers state of ME	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649491	New Hampshire Ins. Co. - covers states of AL,AR,CO,CT,DE,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NH,NM,NV,OK,OR,SC,SD,TN,TX,WV	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649492	American Home Assurance Company - covers state of CA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649493	New Hampshire Ins. Co. - covers states of MA and WI - This policy also provides Stop Gap coverage for ND,WA,WY	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649494	New Hampshire Ins. Co. - covers states of NJ & PA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649495	New Hampshire Ins. Co. - covers state of IL, KY, NC, NY, UT & VT	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC014649496	New Hampshire Ins. Co. - covers state of AZ & VA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC6583120	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: OH & GA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC6583121	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: FL	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease

THIS FORM DOES NOT APPLY IN: CO, MT, NM, OR, TX

POLICY NUMBER: MWZY308589
POLICY PERIOD: 1/1/2017-1/1/2018

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All where required by written contract.	All where required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS FORM DOES NOT APPLY IN: CO, MT, NM, OR, TX

POLICY NUMBER: MWZY308589
POLICY PERIOD: 1/1/2017-1/1/2018

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All where required by written contract.	All where required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2017 forms a part of Policy No.

WC014649491 Issued to Rollins, Inc.

By : New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES TO YOU OBTAIN THIS AGREEMENT FROM US.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative