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COOK'S PEST CONTROL

COMMERCIAL AGREEMENT

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

SERVICE AGREEMENT WITH: Sandy Key Condominiums Offer expires 30 days after: 11/1/2026

SERVICE INFORMATION

Customer Name: Sandy Key Condominiums
Service Address:
13575 Sandy Key Dr
Pensacola, FL 32507-4626

Phone Number: 850-492-2101
E-mail: april@perdidosand.com

BILLING INFORMATION

Account Number: 769792
Customer Name: Sandy Key Condominiums
Billing Address:
13575 Sandy Key Dr
Pensacola, FL 32507-4626

Phone Number: 850-492-2101
E-mail: april@perdidosand.com

110% SATISFACTION GUARANTEE – If you are not completely satisfied with the results of our monthly service, report your dissatisfaction to the local Cook's manager. We will respond within 24 hours with a solution to your pest problem. If you are not completely satisfied within one week, your next monthly service is free, plus we will issue a credit for 10% off the following month's service.

This Agreement is for the control of : roaches, ants*, silverfish, rodents, fleas**, ticks**, spiders***, rodents

* See page 2 of this agreement for terms and conditions of fire ant service.
** Flea and tick control is limited to indoor treatment only, unless otherwise specified.
*** This agreement excludes the control of brown recluse spiders and bed bugs, which require an alternative specialized treatment.

Pests to be controlled in the following areas of the building(s):

The initial service will include 22 rodent bait stations with six stations installed around each condominium building and four stations around the maintenance building. The initial service will also include two fly bait stations placed around the dumpster area. The monthly service will include the interior of all units in each condo building with a monthly rotation, completing all units within a quarter. The interior service will include a crack, crevice and void treatment as needed, the maintenance of rodent bait stations, the maintenance of fly bait stations, a perimeter band treatment, and the use of a Webster as needed around first floor entryways, windows, and eaves. the monthly service will also include the exterior service of the maintenance building.

Cook's will, after a thorough initial treatment, provide regular service trip(s) each month. Customer agrees to comply with sanitation and additional control procedures as outlined in the Inspection Report and attached recommendations contained in this proposal and any subsequent recommendations made by Cook's.

Customer agrees to pay Cook's for the initial service and monthly services for the following twelve months. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: no charge

Equipment will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request.

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

Customer Agrees to Pay:

	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Commercial Pest with Rodent Control	$464.00	0	0	$464.00	1	$464.00
Com Pest - Initial Service	$348.00	0	0	$348.00	12	$4,176.00
Com Pest - Monthly				TOTAL FOR THIS PROGRAM		

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TERMS AND CONDITIONS

1. PAYMENT. Payment for services rendered are net 30. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. SPECIFICATIONS. Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. WARRANTY. Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. DELAY. Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. CANCELLATION PROVISIONS. If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. NOTICE – This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

FIRE ANT TERMS AND CONDITIONS

By accepting Cook's service for fire ants, Customer agrees to the following terms and conditions regarding fire ant coverage:

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
3. Fire ants may appear in the structure between regularly scheduled treatments. Customer understands that Cook's may be contacted for interim follow-up servicing as stated on the front side of this agreement, or customer may wait until the next regularly scheduled service call.
4. Customer understands and agrees that small marker flags may be left with Customer by a Cook's service technician for identification of fire ant mounds around the perimeter of the structure as they might be discovered by Customer. Unless Customer contacts Cook's for interim follow-up service, the subject fire ant mounds, which are clearly identified with Cook's flags and those which are discovered by Cook's technician, will be treated during the next regularly scheduled service call. This effort is not part of an exterior service, but part of the interior service efforts.
5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

Georgia Customers: 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.

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ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes.Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

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COOK'S PEST CONTROL, INC.

Representative: Signed by: Daniel Davis 3AB53A5863BE4D9...

Address: 1300 N Palafox St Suite 106, Pensacola Fl 32501

Phone: 850-474-1024

CUSTOMER'S APPROVAL

Signature: Signed by: James Ann Mackenzie 3EDA45EE8DC1439...

Title: April

Contact Person:

Phone: 850-492-2101