

Pest Elimination Services Agreement

PO Box 6007
Grand Forks, ND 58206-6007
1-800-325-1671

Date: 9/4/2012

Ecolab Account # LEXI0034-1

Billing Address		Service Address	
Name		Name	Fayette County Correctional
Street		Street	600 Old Frankfort Circle
City		City	Lexington
State	Zip code	State	Ky Zip code 40510

Services Contracted			
Ecolab Service Reporting (Included with Each Service)		✓ Ecolab Scope of Service (Attached to this document)	
<ul style="list-style-type: none"> ✓ Sanitation & Structural Inspection ✓ Service Report 			
Services	Frequency of Service	Price per Month	
Ecolab Rodent and Cockroach Program	Monthly	\$494.00	
Initial Service Fee	\$494.00	Invoice Amount Per Month	\$494.00

All equipment used or delivered by Ecolab which relates to pest elimination/control services (including, but not limited to, bait stations) is at all times the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property. Customer will not remove the equipment without the prior written consent of Ecolab and must return that equipment promptly following the expiration or termination of this Agreement for any reason. Customer is responsible for any loss, damage, theft or destruction of that equipment.

Ecolab agrees to provide the periodic services above in a good and workmanlike manner and in accordance with Ecolab's then-current standard written procedures. Materials and methods of application used in the performance of such services will conform to applicable federal and state laws and regulations.

Ecolab will inform Customer of any sanitation and structural deficiencies which are known to Ecolab which may contribute to pest infestation. Customer must correct those deficiencies.

Customer agrees to pay the amounts stated for the specified services. If Ecolab does not provide the contracted service on the agreed date, Customer will receive that service visit free of charge. If Ecolab has made an appointment with Customer for service and Customer refuses to allow service or has not followed preparation instructions so as to require a return visit, Customer will be billed an extra trip charge of one-half the total fee for one regular service visit. Customer will be invoiced for each regular service and other specified services. Payment is due within 30 days of service. Prices are subject to increase after the first 12 months of this Agreement upon 30 days prior written notice to Customer.

If Ecolab fails to provide the services in accordance with the terms of this Agreement, Customer must give written notice to Ecolab to remedy that deficiency by specifying the aspect of the service found to be deficient. If the deficiency has not been corrected within thirty (30) days of such notice, Customer will have the right to cancel this Agreement. This Agreement has an initial term of one year and will automatically renew on a month to month basis thereafter, until terminated by either party on 30 days prior written notice.

Signature of Ecolab Representative Sean P. Klett Printed Name of Ecolab Representative Manager, Corporate Accounts Finance Title of Ecolab Representative	Signature of Customer Representative Printed Name of Customer Representative Title of Customer Representative
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ALL PESTS (GENERAL PROVISIONS).

Pests Subject to Agreement. While the back of this document applies to all services performed by Ecolab's Pest Elimination Division, the back of this document does not, by itself, create an Ecolab obligation to treat for each of the pests discussed in this document. Ecolab is only responsible for treating those specific pests which the parties have agreed to in writing. If Ecolab treats for a pest not specifically listed in this document, customer's only remedy for a new or continued problem relating to that pest will be a free retreatment.

CUSTOMER COMMITMENT.

Customer is entitled to the guarantees set forth in this document only if payment of customer's account is current and customer has complied with all of the following:

- Provided Ecolab access to all areas of the facility and the appropriate time of day, including locked areas; and
- Allowed adequate time for service to be performed, when food preparation or cleaning is not in progress; and
- Maintained monthly maintenance services; and
- Promptly corrected sanitation/structural deficiencies noted by Ecolab service professionals; and
- Prepared the premises for professional servicing per the instructions issued by Ecolab to customer; and
- Washed all surfaces which have direct food contact before resuming operations; and
- Not moved, destroyed or altered any bait stations; and
- Complied with the other obligations otherwise set forth in this document.

FACTORS BEYOND ECOLAB'S REASONABLE CONTROL. With regard to all pests treated by Ecolab, Ecolab does not guarantee customer will never see another pest on customer's premises. Pests may gain entry with deliveries, guests, structural defects or a variety of other means which Ecolab cannot reasonably control.

PROPERTY ACCESS AGREEMENT. Customer agrees to provide Ecolab access to the premises, including locked areas required to be serviced. Customer may provide keys to the facility or to such areas requiring access by Ecolab to perform required services. Upon request from Customer or termination of this agreement, Ecolab shall promptly return any keys to Customer. In the event of missing or damaged Customer property caused by Ecolab, Ecolab will pay the cost of replacement or repair of such items.

Areas to be inspected during regular service visits include: the buildings outside perimeter (free standing units only), the dumpster area, public areas (dining area, restrooms, wait stations, and bar/lounge), and the back of the house (restrooms, employee break area, HVAC/mechanical rooms, kitchen, offices, and storage closets).

Ecolab Cockroach and Ecolab Rodent Program Guarantees. (Cockroaches, Rats and Mice)

- **General Guarantee:** Ecolab guarantees that while customer is using Ecolab's continuing services to control rats, mice and cockroaches, those pests will not become established on the treated premises. If, after Ecolab treats certain customer premises for those pests, those premises continue to have an infestation of any of those pests, customer will have no obligation to pay for those services for those premises until the infestation is eliminated to the customer's reasonable satisfaction, at which time customer will pay for all prior services rendered. An "infestation" is a reproducing population of a targeted pest for which Ecolab provides services.
- **Guest Guarantees:** If customer has a dissatisfied guest due to the guest seeing a live cockroach, mouse or rat on premises being treated for those pests by Ecolab, Ecolab will reimburse customer for that guest's restaurant bill (excluding alcohol) for that meal or for that guest's hotel room charge for that day (only if customer has previously elected to purchase a qualifying room program consisting of a one-sixth room treatment rotation) by issuing customer a credit memo, but only if Ecolab is notified within 48 hours of any such sighting and given the name and address of the guest. Ecolab will not have any obligation to issue credit memos in excess of the monthly service fees paid to Ecolab by customer for those pests.

Ecolab Large Fly Program Guarantee. For customers electing to use Ecolab's Large Fly Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for customer. If Ecolab fails to follow that written scope of service and as a result of that failure an infestation of house flies continues, then customer will not be charged the monthly service fee for the particular premises where the problem continues. Interior breeding flies (fruit, phorid and drain) are excluded from this program. There is no guarantee for any use of a Large Fly Program in any livestock housing facilities (such as dairy, cattle or poultry barns).

Ecolab Ant Program Guarantee. For customers electing to use Ecolab's Ant Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for customer, using bait stations, liquid treatments and/or granular treatments. **Unless expressly noted otherwise in the Agreement, the Pest Services Guarantee does not apply to pharaoh ants, fire ants or any wood destroying organisms.** If Ecolab fails to follow that written scope of service and as a result of that failure an infestation of ants continues, customer will not be charged the monthly service fee for the particular premises where the problem continues.

Ecolab Small Fly Program Guarantee. For customers electing to use Ecolab's Small Fly Program to control Fruit Flies (Red Eyed or Dark Eyed Fruit Flies), Ecolab will treat the appropriate areas of the premises on a one-time (as requested) basis to help reduce an existing adult Fruit Fly population and render indoor breeding sites less usable for egg laying and larval development. Ecolab guarantees customer's reasonable satisfaction for 90 days after a Small Fly service has been provided or Ecolab will provide a second service at the affected premises at no additional charge during that 90-day period.

Ecolab Bird Program Service Installation Warranty. Ecolab warrants that all exclusion products installed by Ecolab will be free of installation defects for one year following installation or Ecolab will repair the installation at no charge. Acts of God, vandalism, accidental damage, modification by Customer or third parties or any other act or event beyond Ecolab's reasonable control which causes damage to the exclusion products voids all warranties, actual or implied. **ECOLAB MAKES NO WARRANTY WITH REGARD TO ANY OF THE EXCLUSION PRODUCTS THEMSELVES AND THOSE ARE SOLD "AS IS" AND WITHOUT ANY ECOLAB WARRANTY.** Any warranty claim for a defective exclusion product must be made against the manufacturer of the particular exclusion product. Customer warrants and agrees that Customer is solely responsible for all appropriate warning signs, as Customer may deem appropriate, to notify third parties of the existence of such control barriers and devices on Customer's premises.

LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES OR GUARANTEES CONTAINED IN THIS DOCUMENT ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ECOLAB ALSO DISCLAIMS LIABILITY TO CUSTOMER AND ALL OTHERS FOR ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES IN ANY WAY RELATED TO ECOLAB'S SERVICES OR PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ECOLAB IS NOT RESPONSIBLE FOR ANY DAMAGE RELATED TO ANY PEST (WHETHER THE PEST IS SPECIFICALLY REFERENCED IN THIS DOCUMENT OR NOT) FOR ANY REASON WHENEVER CAUSED. THIS PROVISION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF ANY AGREEMENT OR RELATIONSHIP BETWEEN ECOLAB AND CUSTOMER.

INDEMNIFICATION. With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused directly by Ecolab's (or Ecolab's employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent.

INSURANCE. Ecolab will carry and maintain Worker's Compensation Insurance coverage as required by state law, auto liability insurance with at least \$1,000,000 bodily injury and property damage combined single limit, and comprehensive general liability insurance with at least \$1,000,000 bodily and property damage combined single limit including products liability coverage. Upon request, Ecolab will name Customer as an additional insured on a blanket basis under its general liability policy but only to the extent of any indemnification obligations of Ecolab as set forth in this Agreement. No coverage will be provided for claims resulting from the negligent or wrongful acts of Customer, its agents, assigns or employees. If Ecolab's insurer defends against damages that were caused by Customer's fault, then Customer must reimburse Ecolab or its insurer for that portion of the damages paid, and the proportionate reasonable costs incurred associated with those damages. Ecolab will provide Customer with a Memorandum of Insurance evidencing Ecolab's insurance coverage as required, if any, in this Agreement.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IF CUSTOMER AND ECOLAB ARE PARTIES TO A PRODUCT AND SERVICES SUPPLY AGREEMENT (A "SERVICES AGREEMENT") THAT IS IN EFFECT AS OF THE DATE OF THIS AGREEMENT AND IF THERE ARE ANY INCONSISTENCIES BETWEEN ANY OF THE TERMS OF THAT SERVICES AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE SERVICES AGREEMENT WILL CONTROL.

For customers located in Georgia the following statement applies: 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.