

## SERVICE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 9th day of August, 2016, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC, a not-for-profit Florida corporation (hereinafter referred to as the "Association") and DEAD BUG EDWARDS, INC. , a Florida corporation (hereinafter referred to as "Contractor.")

WHEREAS, the Association desires to engage the services of the Contractor to provide pest control services as specified in the Contractor Proposal attached hereto as Exhibit "A" (referred to as the "Contractor Proposal"); and

WHEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated by reference herein.

2. SCOPE OF WORK. See Contractor's Proposal attached hereto as Exhibit "A" The work described in both Contractor Proposals and in this Contract is sometimes collectively referred to in this Contract as the "Work."

3. TERMINATION. The Association shall have the right to terminate the services of Contractor, with or without cause, for any reason, at any time upon ten (10) days written notice.

4. COST TO THE ASSOCIATION. The cost to the Association for the Work shall be an amount equal to those monthly sums set forth in the Contractor Proposal (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. The Contract Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, sales and use taxes, and all applicable licensing and permits of whatever nature, which shall be paid by the Contractor. The terms and payments shall be in accordance with Section 5 below. Any changes that are made by altering, adding to, or deducting from the Work shall adjust the Contract Sum only by, by mutual written consent of the parties hereto. Notwithstanding anything to the contrary set forth in Contractor's Proposal or this Contract, there shall be no increases in the Contract Sum for the first two (2) years of service commencing with the date Contractor first commences the Work.

5. TERMS OF PAYMENT. The Contract Sum shall be paid to Contractor in accordance with the payment schedule as set forth in the Contractor Proposal.

6. ADDITIONAL TERMS. Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the Work, without any extra charge, any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by the Association, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with the Work. The Contractor,



once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Contract. Failure of Contractor to timely complete the Work, and/or to satisfy the terms and conditions of this Contract shall be deemed a material default. In addition to the additional terms set forth in this section, Contractor agrees to the following additional terms:

- a. During the term of this Contract, Contractor agrees to have a full-time employee present at the Association's property, Monday through Friday;
- b. Contractor's employee will continue to oversee termite control services;
- c. In the event there is the presence of insects inside a unit after Contractor performs a perimeter service on such unit (excluding white-footed ants, big-headed ants, carpenter ants or German roaches), Contractor agrees to treat the inside of such unit to eradicate the insect infestation at no additional charge and will return to the unit, as requested, until the insects are eradicated at no additional charge.
- d. In the event there is the presence of white-footed ants, big-headed ants, carpenter ants or German roaches in a unit, Contractor agrees to treat such unit at the cost of One Hundred Fifteen (\$115.00) Dollars per unit, payable by the Association, to eradicate those insects and will return to the unit, as necessary, for additional treatments at no additional charge.
- e. Contractor acknowledges and agrees that there are approximately 718 rodent stations present on the Association's property, and Contractor agrees to fill such stations with the appropriate rodent elimination product every other month, until the Association advises Contractor that the rodent problem has been resolved to the Association's satisfaction. In the event a rodent station is in need of replacement, then Contractor agrees to replace such rodent station with a new rodent station at a cost of Twenty-two (\$22.00) Dollars per station. Upon request of the Association, the Contractor shall meet with a representative of the Association to discuss the necessity of future rodent treatments, and the frequency of rodent treatments, if any.
- f. Contractor agrees to provide a detailed schedule of services to be provided, and the location of such services as soon as reasonably practical.

7. SUPERVISION. Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect its materials and operation from damage or theft. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable.

8. INDEMNIFICATION/HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, its directors, officers, shareholders, principals, agents, employees, servants, representatives, insurers, reinsurers,



indemnitors, contractors, consultants, successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and; (2) is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by him for whose acts they may be liable whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association or any of its members or employees by any employee of the Contractor, whether directly or indirectly employed by Contractor for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Worker's or Workman's Compensation acts, disability benefit acts or other employee benefit acts. The parties hereto specifically acknowledge and agree pursuant to Fl. Statute Section 725.06 that a portion of the consideration given by the Association to Contractor pursuant to the terms of this Contract in the specific amount of \$100.00 and other valuable consideration, all of which is acknowledged and included in the Contract Sum, and is the specific consideration paid for indemnification provided herein.

9. INSURANCE. The Contractor agrees to furnish Workman's Compensation and Liability Insurance with limits of at least Five Hundred Thousand and 00/00 (\$500,000.00) Dollars for each occurrence, and property damage of at least One Million and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to name the Association as additional insured and cause to have all additional endorsements to Contractor's policy issued reflecting same. The Contractor agrees to supply the Association with evidence of insurance policies in full force and effect during the entire course of Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under this Contract during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "B" attached hereto. The Contractor acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

10. LIENS. The Contractor will save and keep the Work and Association's property free from all mechanics liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the Work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor.

11. ASSIGNMENT AND SUB-CONTRACTOR. The Contractor shall not assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-Contractor without the prior written



consent of the Association.

12. ATTORNEYS FEES. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

13. TERMINATION BY CLIENT FOR CAUSE/DEFAULT. The parties hereby agree that neither party shall be in default of any of the obligations or performance under the terms of this Contract until the continuance of such default for ten (10) days after either party has given notice to the other party specifying the nature of the default, and if said default shall be of the nature that it cannot be reasonably cured or remedied within said ten (10) day period, same shall not be deemed an event of default if the defaulting party shall have commenced, in good faith, the curing or remedying of such default within such ten (10) day period and thereafter continuously and diligently proceeds therewith to completion. Upon the default of either party of the terms and obligations contained in this Contract, after the above applicable cure period, then either party retains all rights of law or equity to enforce the terms of this Contract.

14. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the parties. This Contract supersedes any prior agreements entered into between the parties relating to the subject matter of this Contract. In the event of a conflict of an obligation contained herein with the terms of the Contractor Proposal, the terms of this Contract shall supersede any terms as set forth in any related Exhibits attached hereto. The parties expressly agree to waive any requirement to comply with Chapter 558, Florida Statutes.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

Signed, sealed and delivered  
in the presence of:

Ronald K. Woods  
AS TO ASSOCIATION

LAUDERDALE WEST COMMUNITY  
ASSOCIATION NO. 1, INC.

By: Janice Bell  
Janice Bell, President

\_\_\_\_\_  
AS TO CONTRACTOR

DEAD-BUG EDWARDS, INC.

By: Robert B Edwards Jr  
Its: President

EXHIBIT "A"  
CONTRACTOR'S PROPOSAL





Licensed



**Dead Bug Edwards**  
**"The Termite Company"**  
**1-800-DEAD BUG • Since 1959**



Insured

300 S. State Road 7 • Plantation, Florida 33317  
 954-583-7766 • Fax 954-583-1282  
 www.deadbugedwards.net

TERMITE TREATMENT • WOOD INFESTATION REPORTS • PEST CONTROL  
 LAWN SPRAYING & FERTILIZING

RE: Lauderdale West Pest Control Bid

\*PEST CONTROL---perimeter service; includes perimeter spray and granulation, service priced per unit monthly: \*815 single \$7.00 monthly \*96 duplex \$10.00 monthly \*88 quadplex \$12.00 monthly; includes all common buildings

TOTAL: \$7,721.00 per month

\*RODENT CONTROL---\$2,154.00 every other month; 718 stations--- Dead Bug Edwards will assess location of rodent stations (\$22.00 per new rodent station)

\*RODENT TRAPPING--- \$95.00 per unit

\$115.00 clean out spray--- per unit (white footed ants, big headed ants, carpenter ants, and german roaches)

\*TERMITE INSPECTION--- no charge; free estimate. Dead Bug Edwards will send out an inspector to verify possible termites. Please note: This is not a free inspection of every home, we will come out and check the home if the owner is seeing possible termite activity.

\*SPOT TREATMENT--- for drywood termites available upon request- cost to be provided

\* ATTIC AND EAVES treatment for Drywood termite control

\*single \$350.00 \*duplex \$450.00 \*quadplex \$550.00\*

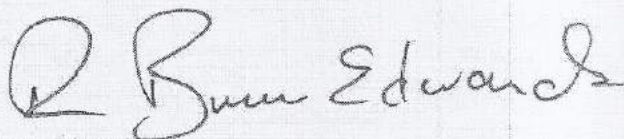
\*TENT TREATMENT

---single \$875.00/\$131.00 (25,000 cubes)

--- duplex \$1,150.00/\$172.00 (36,000 cubes)

---quadplex \$1,500.00/\$225.00 (66,000 cubes)

\*Please note that pricing for tent treatment may be adjusted due to any additions that may have been made to the homes



R. Bruce Edwards





Licensed  
Insured



# Dead Bug Edwards "The Termite Company"

**1-800-DEAD BUG - Since 1959**



954-583-7766  
954-583-1282

Fax

Commercial • Landscape • Turf • Pest Control  
300 S. State Road 7 • Plantation, Florida 33317

### Account Information

Account Name: LAUDERDALE WEST Contact Person: MICKI  
 Service Address: \_\_\_\_\_ Contact Phone: 954-473-8219  
 City: \_\_\_\_\_ ZC: \_\_\_\_\_ Billing Address: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Fax: \_\_\_\_\_ City: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ State: \_\_\_\_\_ ZC: \_\_\_\_\_

**GOLD PLAN - (Outside only, inside as needed)**  Monthly  Every Other Month  Quarterly  
**Pests Covered:** All Ant Species, Roaches, Silverfish, Wasps, Spiders, Rodents and Ornamental Pests. Some ant species may require additional lawn care for full control.  
 Reg. Service Fee \_\_\_\_\_

**GREEN PLAN - (Outside only, inside as needed)**  Monthly  Every Other Month  Quarterly  
**Pests Covered:** All Ant Species, Roaches, Silverfish, Wasps and Spiders. Some ant species may require additional shrub and/or lawn care for full control.  
**Pests Not Covered:** Rodents and Carpenter Ants. Reg. Service Fee \$7,721.00

**BED BUGS, BEES, NUISANCE WILDLIFE AND LAWN PESTS ARE EXCLUDED FOR ALL PLANS.**

**Rodent Proofing:** Provide Rodent Proofing to exterior and roof of structure. Service Fee \_\_\_\_\_

**Rodent Proofing Inspection:**  Monthly  Every Other Month  Quarterly Inspection Fee \_\_\_\_\_

### Service Charges and Costs

Initial Treatment \$ 7,721.00  
 Reg. Service Fee x (11) visits \$ 84,931.00  
 Sales Tax \$ \_\_\_\_\_  
 Total 1st year cost \$ 92,652.00

### Payment Terms/Options

Year in advance (6% discount)  
 On Receipt of Statement  
 COD  
 Credit Card (Call info to our office)

**CUSTOMER WILL BE RESPONSIBLE FOR PAYING ANY APPLICABLE STATE SALES TAX.**

This agreement will remain in effect for 1 year beginning AUG, 20 16 through JULY, 20 17.

**Special Instructions** PERIMETER SERVICE: INCLUDES PERIMETER SPRAY AND GRANULATION,  
SERVICE PRICED PER HOME MONTHLY: 815 SINGLE- \$7.00, 96 DUPLEX- \$10.00 & 88 QUADPLEX- \$12.00

**I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Representative R. BRUCE EDWARDS Date 07/06/16

[www.deadbugedwards.net](http://www.deadbugedwards.net) • [www.ficuswhiteflytreatment.com](http://www.ficuswhiteflytreatment.com)



EXHIBIT "B"  
CERTIFICATE OF INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2016

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 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).

<b>PRODUCER</b> Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324		<b>CONTACT NAME:</b> Custom Unit 1 <b>PHONE (A/C, No, Ext):</b> (954) 382-4350 <b>E-MAIL ADDRESS:</b> cherylw@setnorbyer.com <b>FAX (A/C, No):</b> (954) 382-2810	
<b>INSURED</b> Dead Bug Edwards Inc 3900 SW 2nd Court Ft Lauderdale FL 33312		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Imperium Insurance Co. NAIC # 35408 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: 8/26/15 Master      REVISION NUMBER:

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	ADDITIONAL SUBROGATION	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		IIC-GL-02080-02	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		IIC-CA-00394-02	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	IIC-WC-00406-02	9/1/2015	9/1/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Includes USL&H

<b>CERTIFICATE HOLDER</b> Lauderdale West Association 1141 NW 85 Avenue Plantation, FL 33322	<b>CANCELLATION</b> 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 Cheryl Wranik/SHIRL
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STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: November 20, 2015      File No.: JB363      Expires: September 30, 2016

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED  
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD  
EXPIRING: September 30, 2016      AT

3900 SW 2ND COURT  
PLANTATION, FL 33312  
DEAD BUG EDWARDS INC  
3900 SW 2ND COURT  
PLANTATION, FL 33312

Fumigation  
General Household Pest and  
Rodent Control  
Lawn and Ornamental  
Termite and Other WDO  
Control

  
ADAM H. PUTNAM, COMMISSIONER