

RESOLUTION NO. _____

WHEREAS, the City of Dothan has a need for exterior rodent control at the Environmental Services equipment yard and Landfill; and

WHEREAS, three quotes were received by the City of Dothan on February 27, 2015, and reviewed by the General Services Department; and

WHEREAS, the lowest quote was submitted by Cook's Pest Control for \$3,880.00, for both above stated locations, which includes installation of the bait boxes and monthly maintenance for the first year; and

WHEREAS, the contract is on a month-to-month basis that can be renewed so long as the City is satisfied with the services provided and there is no additional cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into a month-to-month contract with Cook's Pest Control for the installment and maintenance of bait boxes at the Environmental Services equipment yard and Landfill for a total first year cost of \$3,880.00, which said contract follows:

PROPOSAL — Commercial One Time Service



Offer expires 30 days after: 3 / 3 / 15

AGREEMENT WITH: City of Dothan/Environmental Services(Land Fill)

Service Address: 1290 Burkett Rd. Billing Address: _____
Dothan, AL ZIP 36303 _____ ZIP _____

1. This agreement is for the control of :
 roaches ants* silverfish mice rats fleas** ticks** spiders*** other*** _____

in the following areas of the building(s): Land fill area.

* See reverse side 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.

2. AREAS TO BE TREATED: This service consists of treating the following areas: _____
Service 30 rodent bait stations.

3. THE LENGTH OF THIS AGREEMENT:
 Cook's will provide a one-time treatment for pests indicated above. This agreement will cover one treatment only with no provisions for return services.
 Other Month-to-month service.

4. The customer agrees to pay \$ 150/\$75 for this service. If and when due, customer shall also pay any applicable taxes.

5. PAYMENT AGREEMENT:
 Customer will pay in advance.
 Customer will pay service technician at time of service.
 Other: Mail Statement

6. ADDITIONAL PROVISIONS: Initial \$150 and \$75 on a month-to-month basis. No call backs.

See the reverse side of this Proposal for important additional Terms and Conditions, including Alternative Dispute Resolution. The Terms and Conditions on the reverse side are incorporated herein by this reference.

COOK'S PEST CONTROL, INC.
 Representative: Joseph C. Davis
 Address: 3201 Montgomery Highway
Dothan, AL 36303
 Phone: _____

CUSTOMER'S APPROVAL
 Signature: _____
 Title: _____
 Begin Service: As soon as possible
 Other _____
 Contact Person: _____
 Phone: _____

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	TAX	TYPE BLDG.	ROUTE	GEO CODE

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in the following areas of the building(s): Vehicle parking area

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Contact Person: _____
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"The South's Most Trusted Name In Pest Control"

TERMS AND CONDITIONS

- PAYMENT.** Payment for services rendered are 10th net prox. A 1 1/2% 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.
- 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 Guarantee can only be modified in writing, signed by Cook's and Customer.
- 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.
- DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
- 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.
- ALTERNATE DISPUTE RESOLUTION.** As an inducement to Cook's Pest Control, Inc. (COOK'S) to enter into a Service Agreement with the customer, the parties hereto agree as follows:
 - ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT, OR THE BREACH THEREOF, OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.** If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 in arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of his final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs.
 - The parties anticipate that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of this Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of unfairness, capacity, waiver, unconscionability and so forth).
 - Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.
 - EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.
 - WAIVER OF TRIAL BY JURY.** If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO 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 IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.
- 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.
- 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.

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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.



COOK'S PEST CONTROL

Commercial Products and Equipment Order Form

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Ambush Rodent Bait Station (affixed to 1' x 1' concrete block)	30	16.00	480.00
			0.00
			0.00
			0.00
			0.00
			0.00

Date 3 / 2 / 2015 Total Sale Price 480.00

Customer Name City of Dothan/Environmental Svcs. Address 1290 Burkett Rd (Land Fill)
 City Dothan State AL Zip 36303 Phone 615-3402 Fax _____

ALL WARRANTIES FOR MATERIALS OR SERVICES SHALL BE EXPRESSLY LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY. COOK'S MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS.

Cook's Commercial Consultant

Customer Signature

TYPE SERV.	TYPE LEAD	TERM	CODED INSTR.	CONTRACT AMOUNT	INSP.	LEAD	TECH.	INITIAL SVC. CHG.	MONTHLY CHARGE	ZONE	TYPE BLDG.	ROUTE	CARD 4 CODE

WCPC 29 - 5.09



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			0.00
			0.00
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			0.00

Date 3 / 2 / 2015

Total Sale Price 800.00

Customer Name City of Dothan/Environmental Svcs. Address 281 Complex Drive (Yard)

City Dothan State AL Zip 36303 Phone 615-3402 Fax _____

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Service Address: 281 Complex Drive
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Billing Address: _____
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1. This agreement is for the control of :
 roaches ants* silverfish mice rats fleas** ticks** spiders*** other*** _____

in the following areas of the building(s): Vehicle parking area.

* See reverse side 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.

2. AREAS TO BE TREATED: This service consists of treating the following areas: _____
Service 50 rodent bait stations.

3. THE LENGTH OF THIS AGREEMENT:
 Cook's will provide a one-time treatment for pests indicated above. This agreement will cover one treatment only with no provisions for return services.
 Other Month-to-month service.

4. The customer agrees to pay \$250/125 for this service. If and when due, customer shall also pay any applicable taxes.

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 Other: Mail Statement.

6. ADDITIONAL PROVISIONS: Initial \$250 and \$125 on a month-to-month basis. No call backs.

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COOK'S PEST CONTROL, INC.
 Representative: Joseph C. Davis
 Address: 3201 Montgomery Highway
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 Signature: _____
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 - (4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.
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7. **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.
8. **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.

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:

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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.

Res. No. _____ entering into a contract with Cook's Pest Control continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to sign said contract for and in the name of the City of Dothan, which shall be attested to by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner

City Clerk

Associate Commissioner

BOARD OF CITY COMMISSIONERS