

RESOLUTION NO. _____

WHEREAS, the City of Dothan has a need for termite control at the Omussee Waste Water Treatment Plant Control Building; and

WHEREAS, three quotes were received by the City of Dothan on May 22, 2015, and reviewed by the General Services Department; and

WHEREAS, the lowest quote was submitted by Cook's Pest Control of \$399.00 for the initial treatment and \$378.00 for an annual renewal rate; and

WHEREAS, the contract is on a yearly 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 contract with Cook's Pest Control for the termite treatment and warranty at the Omussee Treatment Plant for a total first year cost of \$777.00, which said contract follows:



COOK'S PEST CONTROL

Subterranean Termite Control Agreement - AL/MS Sentricon Colony Elimination System

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

DAMAGE REPLACEMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

Important: Please refer to the back of the customer copy of this Agreement for the definition of "Subterranean Termites" and the terms of the Sentricon Guarantee.

INVESTMENT:

Sentricon Termite Colony Elimination System 399

Installation Fee \$ 1474

Annual Fee \$ 378 Payable in quarterly installments
of \$ 94.25 beginning Now Next Qtr. Next Yr. \$

Account Set Up Fee \$

Coring \$

Additional Charges: \$

Other: \$

Total Charges Due Now \$ 399

Amount Collected This Date \$

Balance Owning \$

Cook's Finance Other MAIL STATEMENT

Balance to be paid when work is completed.

ISSUE GUARANTEE TO:

Offer expires 30 days after: 5/22/15

Name CITY OF DOTHAN GENERAL SERVICES

Address P.O. Box 2128

City DOTHAN, AL 36302

Phone _____

Employer _____

Work Phone _____

E-mail _____

Service Address 457 JERRY DRIVE
DOTHAN, AL 36302

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of \$ 378 which may be paid in quarterly installments. These installments are due on the first day of each quarter.

If the Customer's account becomes more than 90 days past due, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

FINANCE CHARGE

The **FINANCE CHARGE** on the above is computed on any **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that **ALL** payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(A.) ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate: 18%	(B.) FINANCE CHARGE The dollar amount the credit will cost you: (D) - (C) \$	(C.) AMOUNT FINANCED The amount of credit provided to you or on your behalf (Balance Owning): \$	(D.) TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled: (B) + (C) \$	(E.) TOTAL SALE PRICE Total cost of your purchase on credit, including your downpayment (D) + Down payment: \$
--	--	--	--	--

You have the right to receive an itemization of the Amount Financed at this time. I want an itemization I do not want an itemization. LATE CHARGE: None
Your payment schedule will be:

No. of Payments	Amount of Payments	Payments Due

SECURITY: You are not giving us any security interest. **PREPAYMENT:** If you pay off early, you will not have to pay a penalty. ~ See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE - Buyer's Right to Cancel (For Consumer Agreements Only). If this Agreement was solicited at your residence and you do not want the goods or services, you, the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook's Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.

See the Notice of Cancellation form given to you by the Cook's Representative for an explanation of this right.

NOTICE - With the exception of any State mandated waiver forms, if applicable, 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 termite control Agreements and Guarantees between Customer and Cook's, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.

CAUTION - It is important that you thoroughly read this Agreement and the Sample Guarantee on the reverse side of the customer's copy before you sign it.

ALTERNATIVE DISPUTE RESOLUTION CLAUSE (INCLUDING JURY TRIAL WAIVER)

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

(1) 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 ARBITRATORS(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.

(2) 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).

(3) 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 to 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.

(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.

(5) 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.

The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its payment charges and terms and the arbitration and waiver of jury trial provisions.

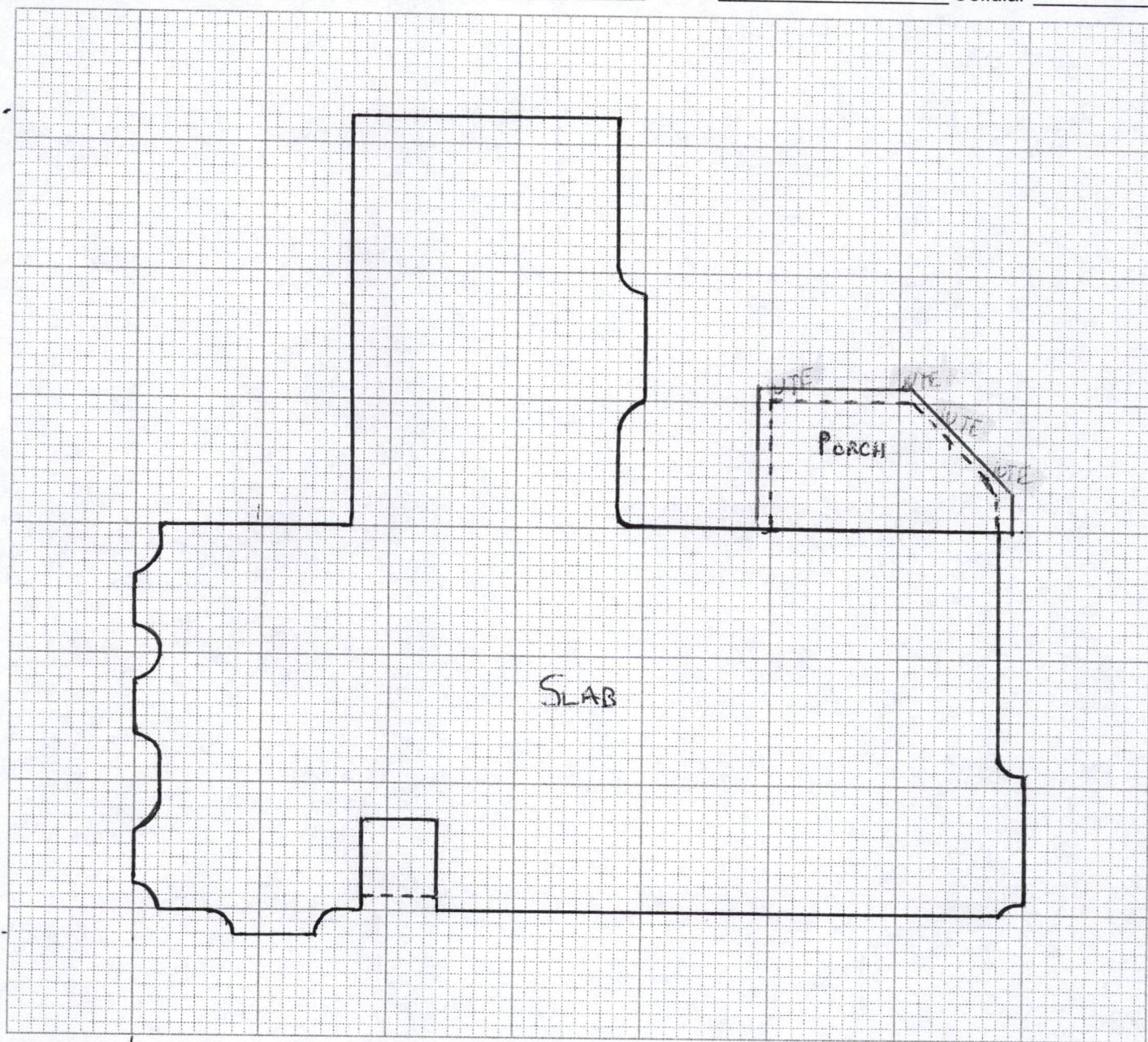
Cook's Pest Control, Inc. Representative

X

Customer or Agent



Name: - OMSSEE WWTP Inspected by C. Davis/J. Johnson Date 4/22/15
 Address 457 JERRY DRIVE Phone [H] _____ [W] 615-3402
 City DOTHAN State AL Zip 36303 Email _____ Cellular _____



Structural Linear Feet 268

Scale: 1 Sq. = 1 Lin. Ft.

Key to Inspection:

- | | | |
|---|------------------------------|-----------------------------|
| T - Active Termite Infestation and Suspected Damage | □ - Existing Pier | /// - Excavation Needed |
| P - Previous Termite Infestation and Suspected Damage | M - Moisture Problem | VN - Foundation Vent Needed |
| X - Visible Damage | MB - Moisture Barrier Needed | WD - Wood Decay |
| S - Suspected Damage | V - Existing Vent | WTE - Wood To Earth |
| | Ⓢ - Replace Vents* | |

*Cook's makes no representation or warranty regarding the efficacy or necessity of vents in the control of subterranean termites.

Moisture Readings: Porch Sills _____ Plumbing Areas _____ SubFloor _____
 Exterior _____ Porch Columns _____ Other BASEBOARD - 8-10%

(Moisture content of 20% or greater promotes wood decay and insect infestations.)

If action is not taken to reduce the wood moisture content, damage to the structure is likely to occur.)

The designation of a current or previous infestation, damage or moisture condition on this report is not intended to reflect the total extent of the condition. The evidence of an active or previous infestation of subterranean termites may be synonymous with damage, and such damage and any need of corrective repairs needs to be evaluated by the property owner and/or their qualified building expert to determine the extent of damage and the need for repair.

I understand this is a visual inspection and does not reflect conditions inside walls and areas not visible.

Owner/Agent _____ Date _____

WAIVER FORM

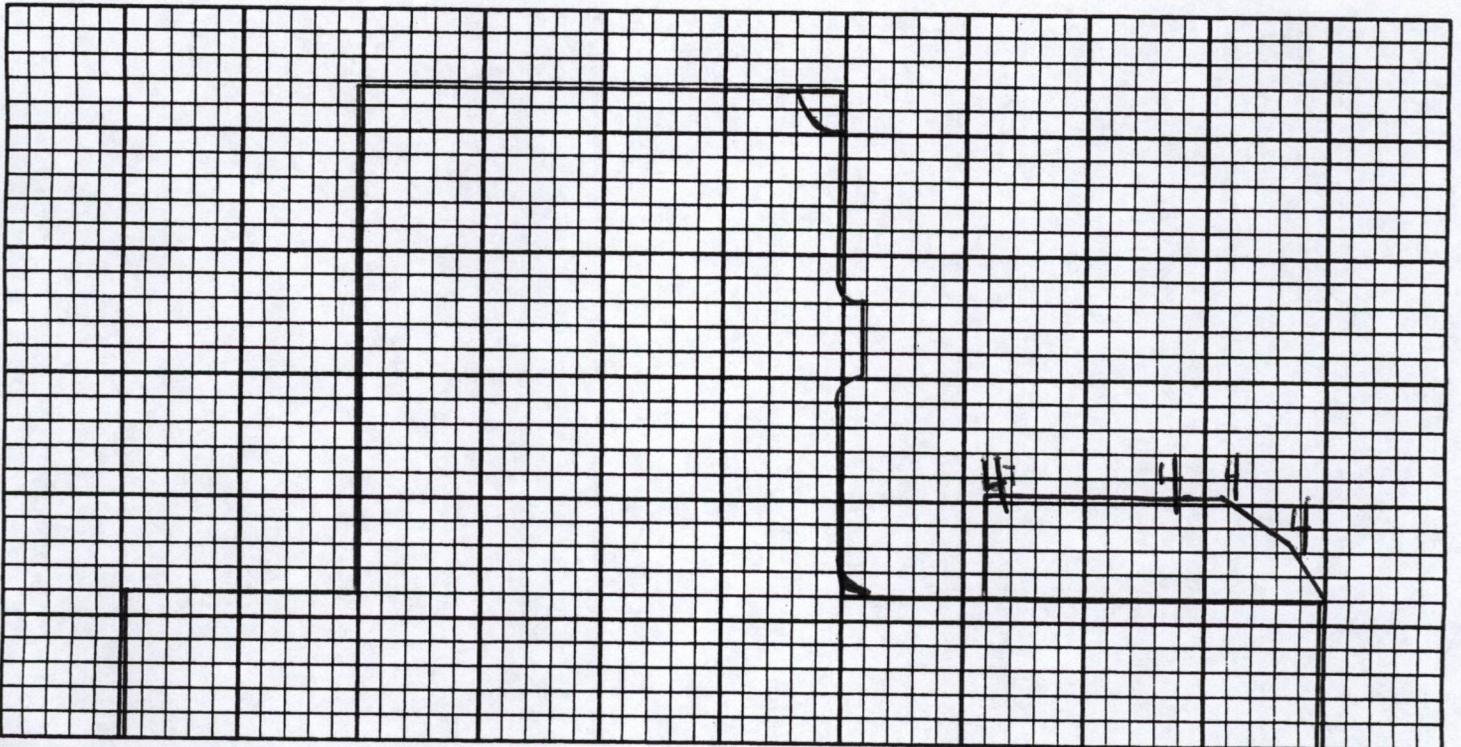
FOR WAIVER OF MINIMUM REQUIREMENTS FOR SUBTERRANEAN
TERMITE CONTROL (Part "B")

(Note: Form Consists of Part "A" and Part "B" both pages must be completed)

CONDITIONS GOVERNING THE USE OF THE WAIVER FORM

1. The Waiver Form, For Waiver of Minimum Requirements for Subterranean Termite Control, is intended to be used ONLY in situations where it is not possible or practical to meet the minimum treatment standards established by the Alabama Department of Agriculture & Industries.
2. The Waiver Form is not to be used to bypass the minimum treatment standards nor is it used to notify any agency of government that subterranean termite work has been completed. The graph on this form shall not be used for the grafting requirements of Rule 80-10-9-.16(3)(f).
3. By signing this document the property owner acknowledges that the property identified will not receive a complete minimum treatment. Signing this document does not affect the terms of any guarantee between the property owner and the pest control company.
4. Each "no" must be initialed by the property owner and explained in detail in the area provided on Part "A" and identified on the Graph on Part "B" of this document as to specifically what areas of the structure do not meet the treatment standards and why it is not possible to meet these treatment standards. Additional space is provided below.
5. All sections of Part "A & B" of this document must be filled out completely. Failure to comply with this requirement or failure to provide the explanation required in "Condition #4" above will constitute a violation involving misuse of this form and may render it void.

Additional Explanations: WOOD TO EARTH CONTACT AT REAR PORCH COLUMNS



GRAPH KEYS: Use the numbers and abbreviated Keys in the corresponding areas of the graph where items are being waived.

• ACCESS OPENINGS (1)	• SANITATION (2)	• CLEARANCE (3)	• WOOD TO EARTH CONTACT (4)	• TERMITE TUNNELS (5)	• TREATMENT OF VOIDS (6)
• ACCESS OPENINGS (7)					
• EIFS (EIFS)	• BRICK (BR)	• FLOATING SLAB (F-SL)	• SUPPORTED SLAB (S-SL)	• MONOLITHIC SLAB (MONO)	• BASEMENT (BMNT)
• OTHER _____	• BLOCK (BL)	• CRAWL SPACE (CRL)	• SUSPENDED SLAB PORCH (SS-P)	• FILLED SLAB PORCH (FS-P)	• CHIMNEY (CHIM)

Signature of Property Owner(s)

Date

Signature of Permittee or Agent

Date

Signature of New Property Owner(s) if issued during a real estate transaction

Date

Note: This form consists of Part "A" and Part "B" and both parts ("A" & "B") must be signed by the Property Owner/Agent and the Permittee/Agent and both parts become part of the contract. If either part ("A" or "B") are missing or are not properly signed it will render the Waiver Form void.

FOR WAIVER OF MINIMUM REQUIREMENTS FOR SUBTERRANEAN
TERMITE CONTROL (Part "A")

(Note: Form Consists of Part "A" and Part "B" both pages must be completed)

Rule 80-10-9-.16, Subparagraph (4)

Whenever it is impossible or impractical to treat one or more areas of the structure in accordance with the minimum requirements for the control of subterranean termites as set forth in Rule 80 - 10 - 9 - .20, the Official State of Alabama Waiver Form shall be used. Notation of any deviation from these requirements for subterranean termite treatment as set forth in Rule 80 - 10 - 9 .20, shall be explained in the Waiver Form and must be signed by the owner/agent of the structure(s) to be treated prior to treatment. A signed copy of the Waiver Form shall be given to the owner/agent of the structure and shall become a part of the subterranean termite contract. Any subsequent owner/agent of the structure shall be provided a copy of the said Waiver Form for the transfer of any subterranean termite guarantee or contract. Structures where a baiting system has been applied in lieu of a comprehensive post construction soil treatment will be required to meet minimum requirements for control of subterranean termites as set forth in Rule 80-10-9-.20, except for subparagraphs (6), (7), and (8). Structures where a defined post construction soil treatment has been applied in lieu of a comprehensive post construction soil treatment will be required to meet minimum requirements for control of subterranean termites as set forth in Rule 80-10-9-.20, with exception(s) for subparagraphs (6) and (8).

NOTICE TO PROPERTY OWNERS: DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ AND SIGNED "CONDITIONS GOVERNING THE USE OF THE WAIVER FORM" ON PART "B" OF THIS DOCUMENT. THESE "CONDITIONS" MUST BE CONSIDERED PART OF THIS DOCUMENT. YOU MUST RECEIVE A COPY OF THIS REPORT AND SUPPORTING GRAPH. *PLEASE ONLY PLACE YOUR INITIALS NEXT TO THE TREATMENT REQUIREMENTS THAT ARE CHECKED "NO".

PERMITTEE TREATING PROPERTY: COOK'S PEST CONTROL PERMIT # PSB-17192

PERMITTEE'S ADDRESS: 3201 MONTGOMERY HWY, DOTHAN, AL 36303 (334) 702-8310
(Street) (City) (Zip) (Phone)

PROPERTY OWNER: _____

PROPERTY ADDRESS: _____ (Street) (City) (Zip) (Phone)

Requirements for Soil Barrier termite treatments in addition to treatment specifications of label and labeling. NOTE: TREATMENT MUST BE CONSISTENT WITH PRODUCT LABEL AND LABELING.

(Check One) COMPREHENSIVE POST CONSTRUCTION: DEFINED POST CONSTRUCTION:

Date Job Completed: _____	Yes	No	N/A	*Property Owner Initials
(1) <u>Access Openings</u> . Suitable access provided and/or available to all areas requiring inspection and treatment..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(2) <u>Sanitation</u> . All cellulose debris removed from crawl space and next to the structure(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(3) <u>Clearance</u> . Minimum clearance between wood & soil in crawl space will be 8" for girders & 12" for joists...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(4) <u>Wood-to-Ground Contacts</u> . All wood-to-ground contacts underneath and outside of structure broken and wood insulated from soil with at least (4) inches of concrete or other material impervious to termites.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(5) <u>Termite Tunnels</u> . All termite tunnels scraped from all structural elements below sill line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(6) <u>Treatment of Voids</u> . All cracks and voids adequately drilled and treated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(7) <u>Treatment of Dirt-filled Areas</u> . All dirt-filled structures such as porches, carports, driveways, terraces and other similar structures attached to the building were either drilled, rodded, or voided and treated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Requirements for Non Soil Pesticides, Device, Bait or Baiting System - NOTE: TREATMENT MUST BE CONSISTENT WITH PRODUCT LABEL AND LABELING.

Type Treatment Provided: _____	Yes	No	N/A	*Property Owner Initials
Date Job Completed? _____				
(1) Access opening adequate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(2) All debris removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
(3) Adequate clearance present or provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
(4) Wooden contacts removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
(5) Termite tunnels removed (except at locations where an above ground bait device is installed)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

Explain in detail what areas of the structure do not meet treatment standards and why it is not possible to meet these treatment standards. Simple statements such as "Owner did not want work performed" are not considered valid explanations. Also, complete the graph on Part "B" of this form indicating the area(s) that were not treated to minimum standards. Failure to complete Parts "A & B" of this Waiver form and provide a detailed written explanation will void this document.

Signature of Property Owner(s) _____ Date _____
Signature of Permittee or Agent _____ Date _____
Signature of New Property Owner(s) if issued during a real estate transaction _____ Date _____

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 _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner

BOARD OF CITY COMMISSIONERS