

PEST CONTROL SERVICES AGREEMENT

This Pest Control Services Agreement ("**Agreement**"), effective the 8th day of October, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Berrett Pest Control CO, LLC, a Colorado Limited Liability Company ("**Contractor**"). The District and Contractor are referred to collectively as the "**Parties**" and individually as a "**Party**."

1. **District's Representative.** Peggy Ripko with Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (pripko@sdmsi.com; 303-987-0835) is the District's Representative during the term of this Agreement; provided, that the District may designate a different District's Representative at any time in its sole discretion.

2. **Services.** Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the services described in the "Commercial Pest Agreement" dated August 5, 2024 ("**Services**"), which the Parties expressly agree constitutes a proposal and not a binding agreement ("**Proposal**"). A copy of the Proposal is attached as **Attachment A**. Contractor shall only use Bti (*Bacillus thuringiensis subspecies israelensis*) larvicide to control mosquitoes in the District; no other larvicides, chemicals, or pesticides shall be used without the District's prior written permission. At least three (3) days before Contractor's first mosquito control application, Contractor shall provide a schedule of treatments to the District's Representative. Contractor shall provide at least three (3) days' prior notice to the District's Representative for any unscheduled mosquito control application or a change in the date of a scheduled mosquito control application. If there is any direct or indirect conflict or inconsistency between this Agreement and the Proposal, this Agreement shall control. The Services shall be performed within the Designated Pest Control Areas set forth in **Attachment B**.

3. **Compensation.** In exchange for Contractor's satisfactory performance of the Services, the District agrees to pay, and Contractor agrees to accept as full compensation for performing the Services, Three Hundred and Twenty-Five Dollars (\$325.00) for each bi-weekly treatment actually performed ("**Compensation**"). The Contractor shall submit an invoice at the end of each month (or partial month) that details each bi-weekly treatment performed during the period being invoiced. The District will pay all undisputed amounts within thirty (30) days after the District receives an invoice from Contractor.

4. **Term and Termination.** This Agreement begins on the Effective Date and ends on November 30, 2024 ("**Term**"). Either Party may terminate this Agreement at any time upon ten (10) days prior written notice of termination to the other Party; provided, however, the District may immediately terminate this Agreement without prior notice if Contractor:

- a) Breaches the terms of this Agreement.
- b) Becomes insolvent, is subject to a bankruptcy petition filed by or against Contractor, or is under control of a receiver, liquidator, or creditors committee.
- c) Assigns this Agreement without the District's prior written consent.
- d) Ceases to function as a going concern or abandons the Services.

If this Agreement is terminated, the District will pay Contractor for Services satisfactorily performed through the date of termination, as determined by the District in its sole discretion.

5. **Applicable Laws.** Contractor and Contractor's employees, subcontractors, and anyone else that is directly or indirectly performing any part of the Services on behalf of Contractor (collectively, "***Contractor Parties***") shall comply with all applicable federal, state, county, and municipal laws, ordinances, statutes, rules, and regulations (collectively "***Applicable Laws***"). Contractor shall procure and pay for all permits and licenses required by any governmental authority for any part of the Services.

6. **Insurance.** Contractor shall maintain in full force and effect during the Term the insurance coverage set forth below. Except for workers' compensation insurance, each policy shall include "Roxborough Village Metropolitan District" as an additional insured and shall state that it is primary and the District's insurance is non-contributory.

- a) Workers' Compensation Insurance in accordance with Applicable Laws;
- b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and,
- c) Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each accident covering any auto.

Prior to beginning the Services, Contractor shall provide the District with certificates of insurance or endorsements evidencing that all of the above insurance is in full force and effect and will remain in effect for the duration of the Term.

7. **Indemnification.** Contractor shall indemnify and defend the District, and its directors, officers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, costs, and expenses, arising out of, relating to, or resulting from performance of this Agreement and the Services that is caused in whole or in part by the negligent or intentional acts or omissions of Contractor or the Contractor Parties. The District shall be entitled to hire its own attorney notwithstanding Contractor's obligation to pay the reasonable attorney's fees, costs, and expenses incurred by the attorney.

8. **Safety.** Contractor and the Contractor Parties shall follow all applicable safety and health laws in performing the Services, including the rules and regulations promulgated by the Federal Occupational Safety and Health Administration.

9. **Changes to the Services.** The Parties may mutually agree to changes in the scope and/or nature of the Services through a written document signed by the Parties ("***Change Order(s)***"). All Change Orders shall a) describe in detail the change in the scope and/or nature of the Services; b) the effective date; and, c) any increase or decrease in the Compensation.

10. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a limitation on or waiver of any of the rights, privileges, immunities, benefits, defenses, and limitations on damages provided to, or enjoyed by, the District and its current or past directors, officers, and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

11. **Independent Contractor.** CONTRACTOR UNDERSTANDS AND AGREES: A) CONTRACTOR AND THE CONTRACTOR PARTIES ARE NOT ENTITLED TO WORKERS

COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

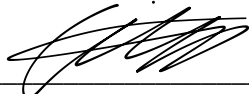
Under penalties of perjury, Contractor certifies that 27-5206481 is Contractor's correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings, and assessments under Applicable Laws.

12. **Notice.** Any notice required or permitted under this Agreement shall be in writing and given by hand delivery or certified/registered mail, return receipt requested, to the address set forth on the signature page, or at another address a Party previously furnished to the other Party pursuant to this paragraph. A notice sent by certified/registered mail is deemed given when received or refused, or 3 business days after the date mailed, whichever is earlier.

13. **Additional Terms.** This Agreement is the entire agreement between the Parties; there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and both of which shall constitute one valid and binding instrument.

Roxborough Village Metropolitan District, a **Berrett Pest Control CO, LLC, a**
political subdivision of the State of Colorado Colorado Limited Liability Company

By: Ephram Glass 10 / 08 / 2024
Ephram Glass, Board President Date

By:  _____
Name Title Date

Roxborough Village Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Berrett Pest Control CO, LLC
2171 S. Trenton Way, Ste. 215
Denver, CO 80231

ATTACHMENT A



Account Number: 1086311

PROPOSAL

Date: 8-5-24

Commercial Pest Agreement

~~This is an agreement between Berrett Pest Control and: Roxborough Village
Address: 9779 South Crystal Lake City: Littleton State: CO Zip: 80125
Contact: Charlie Hogue Phone: 720-303-9856 Email: chogue@sdmsi.com, outlining the
Pest Control Services starting on TBD and continuing for a period of 12 months and renewing
until canceled with a 30 day written notice. The agreed upon service frequency shall be Bi-Weekly.~~

1. Berrett Pest Control agrees to provide basic pest control services to client on a Bi-Weekly basis at a rate of \$ **325.00** plus tax for the initial service and \$ **325.00** per Bi-Weekly thereafter.

~~By signing this agreement I agree to pay for and receive all services as outlined in this agreement. There is a 2.5% late fee on all unpaid balances. Canceled agreements before the 12 month commitment will be charged the remaining balance for the agreed upon term. While the purpose of this agreement is to prevent damage from pests, Berrett shall not be held liable for any claim for personal injury, loss, or structural damage caused by these pests. This is a General Pest only Program, It doesn't cover specialty services such as: Bees, Yellow Jackets, termites, Bedbugs, Carpet beetles, German Roaches, and or Rodent entry points.~~

2. **Consumer Information Sheet:** Every Pest Control company must provide access to the consumer Information sheet through the Colorado Department of Agriculture. This form can be found here: <https://ag.colorado.gov/plants/pesticides/pesticide-license-categories>

3. Treatment Specifications or special requests:

We will provide bi-weekly services applying a larvicide to all bodies of water and marsh lands as depicted in map on file and in Roxborough Village.

We will treat in all months of activity and weather permitting. Usually the months of March through Nov.

4. Services to be rendered: Applying larvicide mosquito treatments bi-weekly

Berrett representative Craig McCoy
Date 8-5-24

Berrett Home Services
Berrett Pest Control
2171 South Trenton Way Suite 215
Denver, Co 80231
(303) 400-0410

www.BerrettPestControl.com

Company Representative: ~~Charlie Hogue~~ **See Agreement**

Date: _____

Signature: _____

Billing Information

Billing Address: _____

City: _____ State: _____ Zip: _____

Credit Card: _____ Exp: _____

Signature: _____

Licensed and Regulated by: Colorado Department of Agriculture
305 Interlocken Parkway Broomfield, CO 80021
303-869-9000

Treatment Specifications or special considerations Continued

Primary Contact: Charlie Hogue See Agreement Phone#: 720-303-9856 Email: chogue@sdimst.com

Business Hours: _____

Initial Service Fee: 325.00

Initial Service Fee Includes: first application of larvicide

Remaining services to be billed at: 325.00 Billing Cycle to be: Monthly

Follow up service Fee: _____

Units being Treated Per Service: _____ Buildings being Treated Per Service: _____ SqFt of Building: _____ Tax

Exempt: Documents Attached for Exemption: YES

Items being charged along with Initial: Rodent Bait Stations: Catch-alls: Tin Cats: Fly lights:
Bio Mop: Pheromone Trap: Specialty Service: Larvicide Mosquito Treatment

Apartments: Restaurant: Warehouse: Healthcare Facility: Church: Other: Ponds and Marshes

Scope of Service:

Interior: Exterior: Kitchen/Prep Areas: Baseboards: Plumbing Penetrations: Offices:
Common Areas: Treat Bathrooms: Treat Dining Areas: Check Traps: Change Glue Boards:
Service Fly Lights: Foam Drains: Service Bait Stations:

Pests Covered Under Program:

Ants Cockroaches Flies Spiders Silverfish Crickets Centipedes Pillbugs Mice/Rats
 Fleas/Ticks Scorpions Wasps Pantry Pests Fire Ants

Specialty Services:

Bedbug Services: _____ Fee: _____

German Roach Services: _____ Fee: _____

Termite Services: _____ Fee: _____

Bees: _____ Fee: _____

Optional Termite Warranty: Decline Termite Coverage. Initials: _____

With Termite Warranty Coverage- In the event that an active termite infestation is found on the main building structure, Berrett will return to treat the the active termite infestation **Free of charge**. This agreement covers the specific area of infestations only. If a full structural treatment is desired, Berrett will treat the full structure for 50% of the normal treatment price. This Warranty covers treatment of Eastern Subterranean Termites only and does not include Formosan Termites, Drywood Termites, or any other wood destroying Organism, except Eastern Subterranean Termites. Fee for Service: _____ Yearly

Please allow 48 hrs for follow up services if called in Mon-Fri between 8-5pm.

If you have any questions of concerns please reach out to your account manager.

Account Manager: Craig McCoy

Phone: 720-352-8444

Email: cmccoy@berrettpestcontrol.com

ATTACHMENT B

Map of Designated Pest Control Areas

