

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST**

Vendor Name: Ecolab

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- ☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. They have their own contract

☒ **Contract for Professional Services / Special Services**

- ☒ Up to \$50,000, no further steps required.
- ☐ \$50,001 and above, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*☐ **Contract for Services (NOT Special Services)

- ☐ Up to \$50,000, no further steps required.
- ☐ \$50,001 - \$114,799, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ Up to \$75,000, no further steps required.
- ☐ \$75,001 - \$114,799, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ Up to \$75,000, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$75,001 - \$220,000, followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ \$220,001 and above, followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head

(Minimum: Manager Level)

Signature:

Digitally signed by Dr. Rebecca Westover
Date: 2025.08.13 09:52:46 -0700

Date:

August 13

, 20 25

Print Name: Dr. Rebecca Westover on behalf of Sophia Zalot

Print Title:

Chief Business Officer

Approval by Person with Delegated Authority

(Superintendent, CBO, Assoc. / Asst. Superintendent)

Signature:



Date:

13 August

, 20 25

Print Name:

Jeffrey Baier

Print Title:

Superintendent

Checklist not required for school sites



MASTER SCOPE SCOPE OF SERVICE

Ecolab Inc.

Founded in 1924, Ecolab Inc. is the world leader in cleaning and sanitizing products and services. Ecolab is a Fortune 500 company with 12 operating divisions operating in 160 countries headquartered in St. Paul Minnesota. Ecolab is committed to assisting customers worldwide with their unique needs by providing them with comprehensive, value-added solutions and professional, personal service. With more than 14,000 sales-and service experts, Ecolab employs the industries largest and best-trained direct sales-and-service force, which advises and assists customers in meeting a full range of cleaning, sanitation, and service needs.

The Pest Elimination Division, in operation since 1986, has grown to be the largest commercial pest elimination company in the U.S. There are over 1800 dedicated service associates throughout the continental United States, Hawaii, Puerto Rico, Canada, and Mexico.

The Division's national service organization consists of 14 geographic regions. All service personnel are Ecolab employees providing personal, local service. At the same time, an extensive support system, and a nationwide network of experts back each associate.

Research and Development is the key to the Division's innovative approach to the entertainment industry. Our R&D organization has developed patented technology and application systems, which are used exclusively by Ecolab. Innovations such as our Eliminator III, Stealth Fly System, and Checkpoint Bait Station ensure maximum results with minimal use of pesticides.

Certified Service Specialists

Trained and certified service specialists are the keys to the success of the Ecolab program. Ecolab's highly structured first year training includes:

- An 18-part Technical Skills Course
- Ecolab training academy
- Field training
- NFPA Certification
- State Certification



As part of this training process, service specialists are supplied with extensive reference and support materials. Our service specialists receive on going industry training. Another key factor in our service specialists' effectiveness, in addition to training, is the Ecolab technology and equipment provided and carried on their service vehicle.

SERVICE APPROACH

Ecolab Pest Elimination provides to its customers a comprehensive service approach which includes:

- ▲ **Proactive Solutions:** Using proprietary protocols supported by science and an outside-in approach, Ecolab helps to achieve elimination and prevention of covered pests and protect our customers' facilities.
- ▲ **Integrated Methods:** Highly trained and professional Service Specialists provide customers with services which may include inspection, pest monitoring, sanitation and structural recommendations, mechanical trapping, and biological and targeted product applications.

SANITATION AND STRUCTURAL RECOMMENDATIONS

- ▲ Each regular service visit includes a sanitation and structural inspection of the covered service zones as listed below.
- ▲ Ecolab will inform the customer of existing sanitation or structural conditions found by Ecolab which can contribute Pest activity or to an infestation of a Pest.
- ▲ Findings and recommendations will be reported in Ecolab's Service Reports.

CUSTOMER PARTNERSHIP

To maintain a pest free environment a partnership must include but not limited to the following items:

- ▲ Communicates with Ecolab about pest activity or concerns which occur between regular service visits.
- ▲ Provides access to all areas of the facility, including locked areas.
- ▲ Allows adequate time for service when no other conflicting activities may be performed.
- ▲ Promptly corrects structural issues.
- ▲ Consistently practices good sanitation procedures.
- ▲ Prepares the facility for services per Ecolab instruction.
- ▲ Performs proper post-service cleaning as directed by Ecolab's Service Specialist.
- ▲ Does not move, destroy, or alter Ecolab supplied equipment.

SERVICE COMMUNICATION AND RESPONSE TIME

- ▲ **Ecolab Customer Service:** Customer may contact Ecolab regarding Covered Pest activity or other pest concerns which occur between regular service visits by calling **1.800.325.1671**. Customer Service representatives are available 24 hours a day, seven days a week, 365 days a year.
- ▲ **Call Back:** An Ecolab representative will call customer back within one hour after customer calls Ecolab's Customer Service to report a pest issue.
- ▲ **On-site Assessment:** If, at the time of the call back, it is determined that a matter needs immediate attention, then Ecolab will be at customer's facility within 24 hours or at a time mutually agreed upon by customer and Ecolab.
- ▲ **Emergency Services:** Emergency services are available 24 hours a day, seven days a week, 365 days a year.

Ecolab Customer Service: 1.800.325.1671



- ▲ **Service Reports:** Ecolab will provide a written, detailed service report to customer after each service visit. Service report information includes pest activity found at the time of service, product applications and equipment installation, if any, and preparation, sanitation or structural concerns or recommendations. Ecolab's service report is recorded using an electronic documentation system which generates an on-site report. Service reports may also be available electronically on-line or via email.
- ▲ **Customer Logbook:** Ecolab maintains an on-site logbook at each customer facility. A logbook will contain the facility's service history and required safety information, including:
 - Copies of Ecolab's Service Reports.
 - CD or hard copies of product labels and Material Safety Data Sheets (MSDS).
 - Printed materials or forms required by applicable federal, state, and local regulations.
 - Other relevant information concerning the services provided at customer's facility.
- ▲ **Trend Reporting:** Quarterly trend analysis for all properties will be provided upon customer's request. Reports will document program improvements, identify areas in need of improvement and provide data for proactive decision-making.
- ▲ **Pest Management Reviews:** Ecolab and customer will conduct periodic reviews of the pest management program to help ensure the facility's needs are appropriately addressed.

Ecolab Pest Elimination Contracted Programs and Services

SERVICE FREQUENCY

All properties will be serviced once per month with a printed service report provided after each visit. Service information will be recorded using an electronic documentation system that is used to generate onsite, easy-to-read reports.

Ecolab Cockroach Program

Ecolab provides the following services for Cockroaches ("*Cockroaches*" are American, German, Oriental, Australian, Turkestan, Brown, and Smoky Brown cockroaches only):

- ▲ Inspect the facility to locate and record noted Cockroach activity, harborage sites, and conditions conducive to Cockroach activity.
- ▲ Provide appropriate targeted product applications according to label into cracks, crevices, and voids during regular service visits.

Ecolab Rodent Program

Ecolab provides the following services for Rodents ("*Rodents*" are house mice, Norway rats and roof rats only):

- ▲ Inspect the outside perimeter and public areas of a facility to identify signs of Rodent activity, possible entry points and conditions conducive to Rodent activity (both interior and exterior areas of the facility).
- ▲ Exterior Services: Install and maintain Rodent traps and/or Rodent bait stations around the outside perimeter of the facility.
- ▲ Interior Services: Install and maintain interior Rodent traps suitable for the facility.
- ▲ Inspect, clean and date Rodent bait and trapping equipment during regular service visits.

Entry Point Protection

Ecolab Customer Service: 1.800.325.1671



Ecolab provides appropriate targeted product applications during regular service visits, as necessary, to exterior doorways and other entry points for only the following pests: Ants ("Ants" are all ants other than carpenter, pharaoh, fire, or other wood destroying insects), Cockroaches, ground beetles, springtails, silverfish, crickets, centipedes, millipedes, sowbugs, pillbugs, and earwigs.

Ecolab Large Fly Program

Ecolab provides the following services for Large Flies ("*Large Flies*" are house, blow and bottle flies only):

- ▲ Inspect the facility and identify possible sources and entry points.
- ▲ Interior Services: When determined necessary, provide targeted product applications for likely areas where Large Flies may be found. Install an appropriate number of Ecolab-supplied Stealth Maxima™ or Decora™ Fly Traps. For Ecolab-supplied fly traps, glue boards will be replaced monthly. Light bulbs will be replaced annually. Ecolab will ensure proper recycling of bulbs.
- ▲ Exterior Services: Provide product targeted product applications in dumpster area and facility entry points.
- ▲ 3 lights are installed.

Zones to be Inspected During Regular Service Visits: (Quick Service Restaurant Only)

- ▲ Buildings outside perimeter (free standing units only)
- ▲ Dumpster area
- ▲ Accessible false ceilings
- ▲ Public areas (dining area and restrooms)
- ▲ Back of house (restrooms, employee break area, HVAC/mechanical rooms, kitchen, offices, storage closets and drive thru window)
- ▲ Classrooms subject to additional charges.

Additional "As Needed" Services (Price and service frequency based on facility survey, treatment plan and separate agreement.)

Ecolab Small Fly Service (As needed)

Ecolab provides inspection and appropriate targeted product applications for Small Flies ("Small Flies" are red-eyed or dark-eyed fruit flies only). If customer requests Small Fly services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Exclusion Services (As needed)

Ecolab provides services to help seal off areas where identified pests are most likely to enter and harbor in customer's facility, including delivery and entry points, gaps, voids, and holes.

Ecolab Bird Service (As needed)

Ecolab provides integrated bird management programs to utilize various deterrents including netting, destabilizing coils, rods, posts, wires, trapping and other non-lethal deterrent methods. If customer requests bird services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Termite Program (As needed)

Ecolab provides an annual inspection and treatment program that identifies termite activity, helps eliminate the source of current infestations, and helps prevent future infestations. Treatment plans vary based on termite species found and treatment performed. Treatment options may include:



- ▲ Spot Treatments: Spot product applications are used when termite activity is confined to small areas within the structure. These applications may include the use of liquid termiticides and above ground bait stations.
- ▲ Barrier Treatments: Barrier treatments are used when termite activity is found in many locations within the structure. This treatment consists of establishing or re-establishing a complete barrier around the facility.
- ▲ Monitor/Baiting: A monitor/baiting service will be used when there is termite activity outside the structure. This option provides a perimeter system to help reduce activity near the structure and minimize future termite attacks on the structure.

If customer requests termite services, the terms of those services and the applicable fees will be specified in a separate termite services agreement to be signed by the parties before services are rendered.

PROPOSAL ONLY

This document is not a binding agreement and will not have any legal force or effect. The terms of the parties' arrangement will be more particularly set forth in a definitive agreement to be mutually agreed upon by the parties. Any prices provided in this proposal are only valid for 90 days from the date the prices are offered to customer.



Pest Elimination Services Agreement

Ecolab Inc.
Pest Elimination Division
1 Ecolab Place EGH/6
St. Paul, MN 55102
1-800-325-1671

Date: 6/2/2025

Ecolab Account # MOUN0307-0001

Billing Address

Customer Name MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Address 1701 ROCK ST
City MOUNTAIN VIEW
State/Province CA
Zip/Postal Code 94043
Contact
Title
Phone #
Email

Service Address

Name MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Address 1701 ROCK ST
City MOUNTAIN VIEW
State/Province CA
Zip/Postal Code 94043
Contact
Title
Phone #
Email

Type of Customer 19-Pre-K - 12

Contracted Services

Ecolab Service Reporting (See Scope of Service attached to this Agreement)

Services	Frequency	Monthly Invoice Amount	Billing
Cockroach & Rodent Pgm	Monthly-12 Mo Pgm	\$691.15	Invoiced in Month of Service
Large Fly Pgm	Monthly-12 Mo Pgm	\$87.45	Per Month

Effective Start Date 08/01/2025

Initial Service Fee \$

Monthly Invoice Amount \$778.60

Services. Ecolab agrees to provide the contracted services as outlined in the Scope of Service ("**Scope**") attached to this Agreement. All services will be performed in a good and workmanlike manner according to generally accepted practices and guaranteed as set forth on Page 3 of this Agreement. Materials and methods of application used in the performance of such services will conform to applicable federal, state and local laws and regulations.

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

Pricing. Customer agrees to pay the amounts stated on the invoice for the specified services. Prices are subject to increase annually by between 3.5% and 8%. Notwithstanding the foregoing, if at any time during the term of this Agreement there is a significant shortage or increase in the cost of critical raw materials used to produce some or all of the products used in the performance of the services or if there is an extraordinary or significant increase in Ecolab's labor costs, then Ecolab and Customer will discuss in good faith and implement a change to help Ecolab offset the effect of any such shortage or cost increase, including, but not limited to, price increases above the percentages mentioned in the previous sentence. In addition, Ecolab may apply a freight and/or energy surcharge or other transportation-related charge to the service invoices in accordance with Ecolab's then-current policies. Customer is responsible for all sales, use, personal property, and similar taxes related to this Agreement and to all services provided under this Agreement. Payment is due thirty (30) days after receipt of invoice. Ecolab will not accept payment by credit card or similar payment methods unless otherwise agreed by Ecolab in writing.

Term and Termination; Early Termination Damages. This Agreement has an initial term of one-year ("**Initial Term**") and will automatically renew on a month-to-month basis thereafter, until terminated by either party upon thirty (30) days prior written notice. If this Agreement is terminated for any reason prior to the end of the Initial Term (except if Customer terminates for Ecolab's uncured breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the monthly service fee, multiplied by (ii) the lesser of 3 or the number of months remaining in the Initial Term following the effective date of termination. Customer agrees that this is equal to or less than the reasonable estimate of the damages suffered by Ecolab for Customer's early termination of this Agreement.

LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES OR GUARANTEES CONTAINED IN THIS DOCUMENT ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ECOLAB ALSO DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES RELATED TO ECOLAB'S SERVICES OR PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ECOLAB IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY ANY PEST. THIS PROVISION SURVIVES ANY TERMINATION OF THIS AGREEMENT.

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 (i) Ecolab's breach of the warranties given in this Agreement or (ii) Ecolab's (or its 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. If Ecolab accepts tender for indemnity hereunder, 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.

General. Should legal action be required in order for Ecolab to enforce any Ecolab rights under this Agreement, including the collection of any amounts due Ecolab, Customer agrees to pay all reasonable costs incurred by Ecolab, including without limitation, collection costs and reasonable attorneys' fees. 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 may not be assigned by Customer without Ecolab's prior written consent. Performance of any obligation under this Agreement may be suspended, in whole or part, by either party without liability to the extent that an act of God, war, fire, inability to obtain raw materials or supplies at reasonable prices as a result of general economic conditions or allocation, or any other occurrence beyond the reasonable control of such party or labor trouble, strike or injunction (if such labor event is not caused by the bad faith or unreasonable conduct of such party) delays, prevents, restricts or limits the performance of this Agreement. The affected party may invoke this provision by promptly notifying the other party of the nature and estimated duration of this suspension. This Agreement reflects the entire understanding of the parties and supersedes all previous and contemporaneous Agreements or understandings between the parties, both written and verbal, concerning the subject matter of this Agreement and it may only be amended in writing. The terms of any purchase order (other than the stated quantity ordered), release, acknowledgement or other document or communication between the parties will not apply.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IF CUSTOMER AND ECOLAB ARE PARTIES TO AN AGREEMENT FOR SERVICES SIMILAR TO THE SERVICES PROVIDED HEREUNDER (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.

Signature of Ecolab Representative	Signature of Customer Representative
Printed Name of Ecolab Representative	Printed Name of Customer Representative
Theresa J Foss	
Title of Ecolab Representative	Title of Customer Representative
AVP Corporate Accounts	
Date	Date
6/2/2025	

Pest Services Guarantees

ALL PESTS (GENERAL PROVISIONS).

Pests Subject to Agreement. While this section of the document applies to all services performed by Ecolab's Pest Elimination Division, this section of the document does not, by itself, create an Ecolab obligation to treat for each of the pests discussed in this section. 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 section, 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 section 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 at 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
- 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. 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.

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

- **General Guarantee:** Ecolab guarantees that while Customer is using Ecolab's continuing services to control Rodents and Cockroaches, those Covered Pests will not become established on the treated premises. If, after Ecolab treats a Customer's facility for those Covered Pests, that facility continues to have an infestation of any of those Covered Pests, then Customer will have no obligation to pay Ecolab for those services until such time as the infestation is eliminated to the Customer's reasonable satisfaction, and then Customer's normal billing will resume.
- **Foodservice and Hospitality Guest Guarantees:** If Customer has a dissatisfied guest due to the guest seeing a live Cockroach or Rodent on premises being treated for those Covered 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 but 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 is 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 Covered Pests.

Ecolab Premium Plus Guest Room Program Guarantee. For Customer's electing to use Ecolab's Premium Plus Program, Ecolab will implement a proactive room visual-only inspection for bed bugs in key harborage locations and targeted product applications to help reduce the likelihood of pest activity. Customer acknowledges that this is a cursory inspection and is not a guarantee that evidence of bed bugs will be found, even if bed bugs are present. Customer acknowledges that bed bugs can be brought into an area at any time and no treatments can prevent bed bugs from being brought into a facility.

Ecolab Large Fly Program Guarantee. For Customer's 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 Large Flies continues, then Customer will not be charged the monthly service fee for the particular premises where the problem continues. All other flies, including without limitation, interior breeding flies (including without limitation Small Flies, phorid and drain flies) 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 Customer's 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 insects. 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 Customer's electing to use Ecolab's Small Fly Program to control Small Flies, Ecolab will treat the appropriate areas of the premises on a one-time (as requested) basis to help reduce an existing adult Small 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. For Customer's electing to use Ecolab's Bird Program, 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.