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# Excalibur Mosquito Control, Inc.

P.O. Box 1888 Tomball, Texas 77377-1888 Ph: 832-326-0317 E: klint.excalibur@gmail.com

## 2021 MOSQUITO ABATEMENT SERVICE SCHEDULE AND AGREEMENT

This Contract is entered into between

Williamsburg Settlement  
c/o Crest Management  
17171 Park Row, Suite 310  
Houston, Texas 77084

And Excalibur Mosquito Control, Inc. (hereafter called the "Contractor")

### **Service Description: ADULT MOSQUITO ABATEMENT – STREET MOSQUITO FOGGING**

- 1.1 Service is performed on each residential street after sundown and before sunrise, weather permitting. "Trip" is defined as one pass down each street in the service location as defined below. All postponed trips or rainouts will be made up at the first available opportunity. Special requests for particular days and/or times are available with an additional charge commensurate with the request as determined by the Contractor.
- 1.2 Application is the ULTRA LOW VOLUME METHOD (ULV) using state of the art equipment remotely controlled by computer from the truck cab. All units are self-contained and are fully equipped with flashing safety lights.
- 1.3 Chemical of Choice: Scourge, Aqua-Reslin, and / or an EPA approved adulticide for use in ULV equipment and labeled specifically for mosquito control. Chemical application rates are calibrated by computer equipment located in the trucks to deliver the appropriate chemical amounts in accordance with product labeling instructions regardless of speed variations. Chemical labels will be provided. Association/Management is required to keep a copy of the chemical label on file.
- 1.4 Service Location: Association will provide a current map of the area to be serviced.

### **Service Schedule:**

- 2.1 Schedule: - 32 weeks standard service (approx. 3/29/21 to 11/1/21) unless noted here:  
Specify Change: \_\_\_\_\_ weeks      Start Date: \_\_\_\_\_      End Date: \_\_\_\_\_
- 2.2 Frequency: One trip per week unless noted here: \_\_\_\_\_
- 2.3 Special Service Requests: Any special requests including particular times or days of service or modifications to the service may release Contractor from price quoted.

**Terms and Conditions:** Service will begin on the date specified above and will continue until completion of service period designated on this contract. The rate quoted reflects the entire price for the service requested, not including sales tax. Service can be extended upon request, and approved by Contractor. Any other changes or modifications in service description will release this company from rates as quoted. Services will be billed monthly unless contract is prepaid. The undersigned authorized representative of the company hereby requests that the arrangement for pest control services described in the service description and optional services be implemented as written. The undersigned agrees that there are no other agreements, written or verbal, or conditions other than as set forth herein. The agreement is binding on the parties hereto, their heirs, administrators, successors and assigns. This contract contains the entire agreement and cannot be changed except by written consent of both parties. Either party providing 30 days written notice may cancel this contract; during which time service will continue and payment rendered for that service. Cancellation of this contract without 30 days written notice for any reason other than failure to render service will result in a cancellation fee of two times the trip rate. Excalibur Mosquito Control, Inc. agrees to abide by all federal, state and local governing agencies and to maintain Professional Liability Insurance in the amount of one million dollars and Auto Liability Insurance in accordance with Texas law. Association agrees to maintain all contract documents and label information for residents' inspection.

Excalibur Mosquito Control, Inc. is licensed and regulated by the Texas Department of Agriculture, Pest Control Service;  
P.O. Box 12847, Austin, TX 78711-2847  
(866) 918-4481 Fx: (888) 232-2567

**Card Drops:** The Association will be provided with one card drop only if requested. Association will provide a **curbside, non-postal receptacle** intended exclusively for association business.

Card Drop Address: (Required for delivery) 1527 Carters Grove Lane, Katy TX 77449

**Tax Exempt Status:** The Association will be charged state and local sales tax unless a tax exemption certificate is provided to Contractor. Specify here if the Company is tax exempt and attach a certificate to contract. Tax Exempt: exempt

Rate Per Trip:	\$ 66.00	(x 32 trips)
Annual Total:	\$2,112.00	
	<u>- 105.60</u>	(5% discount if paid in full by March 1, 2021)
	<b>\$2006.40</b>	<b>TOTAL</b>

Excalibur Mosquito Control, Inc. reserves the right to increase the trip rate in the event of an unforeseen rise in the price of gasoline.

**Financial Arrangements:** Billing will be issued upon completion of service on a monthly basis and the undersigned representative agrees to remit without additional demand to Excalibur Mosquito Control, Inc. at P.O. Box 1888 Tomball, Texas 77377-1888 on a Net 15 day basis. Payments received after 15 days will be subject to a service charge not to exceed 18% annually (1.5% monthly).

**Hold Harmless Clause:** The undersigned representatives and/or officers of the named association or corporate entity assume no personal liability of their execution hereof, and it is agreed that they are hereby expressly relieved of any such liability. Furthermore, Excalibur Mosquito Control, Inc. hereby agrees to hold harmless and to indemnify the specified representatives from any and all damages or claims to damages resulting or which may result from any operations conducted hereunder by the Contractor or its employees. I/we hereby request that the service as described above be secured for the Company at the location specified.

This contract is executed on this the 19 day of January, 2021.

  
Authorized Representative

  
Officer, Excalibur Mosquito Control, Inc.

President 281-945-4068  
Title Contact Phone

Submitted December 4, 2020  
Williamsburg Settlement



## RECEIPT FOR CHEMICAL LABELS

I have received the sample label(s) for the chemical to be used for the pest control service used for mosquito abatement.

As authorized agent, manager or owner, I understand that I have a legal responsibility under the statutes of the State of Texas to distribute copies of this sample label if parties affected by this service request them. I also understand that I must keep and maintain these labels in the service agreement file for the duration of the agreement stipulated in the service agreement.



Signature of Customer or Agent

CO Holt

Customer or Agent (Printed)

Williamsburg Settlement

Business or Service Location Name

11002 Hoyt Lane

Address, City, State, Zip

January 19, 2021

Date

Certified Non-Commercial Applicator  
Or Business License Holder Number: 13547

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(512) 305-8250 Fx: (888) 232-2567