

# MOSQUITO CONTROL AGREEMENT

1. The parties to this Mosquito Control Agreement are BELLAVITA @ GREEN TEE (hereinafter, the "Association") and Cypress Creek Pest Control, Inc. (hereinafter, the "Contractor"), a Texas Corporation, with principal offices in Houston, Harris County, Texas.
2. In consideration for the payments to be made by Association to Contractor, as recited herein below, Contractor shall be responsible for providing mosquito control application for the BELLAVITA @ GREEN TEE in Harris County, Texas. Association shall attach hereto as Exhibit "A" a map, plat or chart, showing the layout of the said subdivision.
3. Contractor shall perform application <sup>twice</sup> ~~once~~ every week commencing the week of April 1, 2013 and ending on October 30, 2013, weather conditions permitting, and in case of bad weather, as soon thereafter as is practicable. However, in the event the Association determines that additional applications are not caused by faulty work or breach of warranty by Contractor, Association may request Contractor to make additional applications at the agreed upon rate per application.
4. The Association shall pay a consideration of \$66.00 (plus tax, if applicable) per application visit to Contractor for each actual visit made by Contractor to the BELLAVITA @ GREEN TEE subdivision for complete application. The Contractor shall submit invoices on the first of each month. Invoice terms shall be net fifteen (15) days.
5. Should the price of fuel increase over twenty-five percent, Contractor has the right to adjust accordingly.
6. Contractor hereby warrants that the application work to be performed shall be in accordance with the chemical labeling.
7. Contractor is to provide:
  - (a) All necessary equipment;
  - (b) Equipped, trained and competent personnel adequate for the performance of Contractor's duties hereunder;
  - (c) Public liability and property damage insurance with limits of \$300,000 for damage resulting to one person, \$300,000 for damages resulting from one casualty, and \$50,000 property damage insurance for damages Resulting from one occurrence;
  - (d) Responsibility for all existing local, state and federal regulations relating to work performed under this contract;
  - (e) Workman's Compensation - Statutory
8. Contractor shall indemnify and hold harmless the Association against any and all liability which may be incurred by Association arising from work performed under this contract, or from work which was to have been performed by Contractor under this contract, but which Contractor omitted to perform.
9. Association hereby expressly disclaims any liability whatsoever or responsibility of any kind with respect to the choice of judgment exercised by Contractor in his determination of what chemicals or other materials should be used by Contractor in performance of the work provided for by this contract.
10. This contract will be for the year 2013; however, this contract will renew itself automatically on a year to year basis, unless written notice of cancellation is sent to either party by the other party prior to January 31<sup>st</sup> of each succeeding year.
11. It is the express agreement and understanding of the parties that Contractor is in all respects an independent contractor of Association and shall not be deemed in any manner to be acting as an agent or employee of the Association.
12. Association designates the agent named herein below in this paragraph as its agent for the performance of Association obligations under this contract. All correspondence between the parties shall be sent to the names and addresses shown herein below. Any notice required under provisions within this contract shall be deemed to have been sent if mailed to the appropriate address shown herein below.

For Association:  
BELLAVITA @ GREEN TEE  
AMI  
1548 N Riviera Cr.  
Pearland, TX 77581

For Contractor:  
CYPRESS CREEK PEST CONTROL, INC. 281-469-2679  
PO Box 690548  
Houston, TX 77269

13. The parties hereby warrant to each other that the person or persons signing below is or are principal(s), officer(s), or otherwise duly authorized agent(s) to enter into this agreement for the party for whom such person or persons is or are signing.
14. This contract may be canceled by either party, provided a written notice of such cancellation is given to the other party thirty (30) days prior to the effect of the cancellation date.

IN WITNESS WHEREOF, this Mosquito Control Agreement has been executed in duplicate original, this 25<sup>th</sup> day of

January, 2013.  
\_\_\_\_\_  
CONTRACTOR  
CYPRESS CREEK PEST CONTROL, INC. BL # 2052

R.H. Gerlach, President  
ASSOCIATION  
William Burdick V.P.

2-14-13

Licensed and regulated by:  
Texas Department of Agriculture  
PO Box 12847  
Austin, TX 78711  
Phone (866) 918-4481 Fax (888) 232-256