

**GIT-R-DONE PEST CONTROL, INC.
AGREEMENT FOR SERVICES
ONE TREATMENT**

THIS AGREEMENT ("Agreement"), dated _____ (the "Effective Date"), is between the following parties (collectively, the "Parties"):

| | |
|--|--|
| <p>"CONTRACTOR":</p> <p>GIT-R-DONE PEST CONTROL, INC. C/o Rickey Zion PO Box 9306 Denver, CO 80209 Phone: (970) 371-0245 Git-R-DonePestControl@hotmail.com</p> | <p>"CLIENT":</p> <p>Name: _____ Company: _____ Address: _____ _____ Phone: _____ Driver License # & State: _____</p> |
|--|--|

1. Services. Contractor will perform services to control the prairie dog population ("Services") on Client's property ("Property"). The scope of Services to be performed by Contractor, and the Property on which the Services will be performed, are described more specifically in the Statement of Work attached hereto as **Exhibit A**, which is incorporated into and made a part of this Agreement. Contractor will furnish all equipment, materials, labor and supervision necessary to perform the Services.

2. Authority to Contract for Services. By signing this Agreement, Client represents and warrants that Client owns the Property or has obtained authority from the owners of the Property to hire Contractor to perform the Services on the Property. Client will defend, indemnify and hold Contractor harmless from and against any and all claims or demands based on or arising from Client's lack of authority to hire Contractor to perform the Services on the Property.

3. Disclosure of Risks and Limitations of Services. The known risks, and the circumstances known to limit the success, of Contractor's Services are described in the Disclosure Statement attached hereto as **Exhibit B**, which is incorporated into and made a part of this Agreement. By signing this Agreement, Client represents and warrants that Client has carefully read, understands, and assumes all risks and limitations described in the Disclosure Statement.

4. Disclaimer of Product Warranties. CONTRACTOR GIVES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, OR ANY OTHER MATTER, OF ANY PRODUCTS USED BY CONTRACTOR TO PERFORM SERVICES.

5. Inspection Before Performance of Services. To ensure that both Parties understand the nature and scope of Services to be performed by Contractor, Client will inspect the Property with Contractor before the Services are performed. By signing this Agreement, Client represents that Client has inspected the Property before Contractor's performance of Services and understands the nature and scope of Services to be performed.

6. Inspection and Approval After Performance of Services. Upon completion of the Services, Client will inspect the Property and approve the Services performed by Contractor. By paying Contractor the amounts owed under this Agreement, Client agrees that Contractor has fully and satisfactorily performed all Services, and Client discharges Contractor from all further obligations under this Agreement.

7. Compensation. Client will pay Contractor the fees specified in the Statement of Work, as follows:

(a) Prepayment. After the Client signs this Agreement and before the Services are performed, Client will pay Contractor 50% (fifty per cent) of the estimated cost of treating the Property, for your convenience Git-R-Done Pest Control accepts credit card payment, with a minimum prepayment of \$200.00 regardless of the number of acres to be treated; and

(b) Upon Completion. Upon completion of Services for each treatment of the Property, Client will pay Contractor the fees specified in the Statement of Work, less the amount prepaid under paragraph 7(a) above. If the amount prepaid under paragraph 7(a) exceeds the fees specified in the Statement of Work, then Contractor will refund the excess amount to Client.

8. Mileage Fee. Upon completion of Services for the treatment of the Property, Client will pay Contractor a one-time mileage fee of \$1.00 per mile, one way, from the intersection of Colorado Interstate 70 and Interstate 25 to the Property. No Mileage Fee on treatments of over 1000 burrows.

9. Late Payment. If Contractor agrees to invoice Client for Services performed, such invoices shall be due upon receipt. If such invoices are not paid in full within twenty (30) days after receipt, All unpaid amounts shall accrue interest at one and one-half percent (1.5%) per month, compounded annually, until paid in full. If an invoice remains unpaid for a period of sixty (60) days, Contractor may seek collection of all amounts owed under this Agreement, and shall be awarded all costs of collection, including reasonable attorney fees and legally liable interest.

10. Term of Agreement and Termination. This Agreement will be effective from the Effective Date, written above, until all Services have been performed, unless sooner terminated by either Party. Either Party may terminate this Agreement at any time and for any reason by giving notice of termination to the other Party. If this Agreement is terminated before the Services are fully performed, Client will pay Contractor a percentage of the full amount owed under paragraph 7 that is equal to the percentage of Services performed, less the amount prepaid under paragraph 7(a).

11. Indemnification. Contractor shall indemnify, defend and hold Client harmless from and against claims, demands and causes of action asserted against Client by any person for personal injury, death, or loss of or damage to property resulting from Contractor's active or passive negligence or willful misconduct. Client shall indemnify, defend and hold Contractor harmless from and against claims, demands and causes of action asserted against Contractor by any person for personal injury, death, or loss of or damage to property resulting from Client's active or passive negligence or willful misconduct. Where personal injury, death, or loss of or damage to property is the result of joint active or passive negligence or willful misconduct of Contractor and Client, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint active or passive negligence or willful misconduct. If either Party is strictly liable under law, the other Party's duty of indemnification shall be in the same proportion that the negligent acts or omissions of that other Party contributed to the personal injury, death, or loss of or damage to property for which the strictly liable Party is liable.

12. Limitation of Liability. In regard to any and all claims and causes of action arising out of or relating to this Agreement, including but not limited to claims of negligence, breach of contract or warranty, strict liability, or violation of statute, Client agrees as follows: (a) the total liability of Contractor arising out of or in any way connected to its performance of Services under this Agreement shall be limited to money damages in a total amount not in excess of the amount paid by Client pursuant to this Agreement; (b) Contractor shall in no event be liable to Client for special, incidental or consequential damages, including, but not limited to, lost profits or savings, loss of use of services, cost of capital, cost

of substitute services, downtime costs or damages and expenses arising out of third party claims or any other causes of action described in this Agreement.

13. Disputes. Any dispute, claim or controversy between the Parties arising from this Agreement ("Dispute") will be resolved as follows: (a) the Parties will attempt to resolve the Dispute themselves through friendly discussions; (b) if friendly discussions fail to resolve the Dispute, either Party may require that the Dispute be submitted to nonbinding mediation in Denver, Colorado before the Judicial Arbitrator Group ("JAG") by sending the other Party a written demand for mediation; and (c) if mediation is waived or fails to resolve the Dispute, then either Party may require that the Dispute be submitted to binding, nonappealable arbitration before JAG by sending the other Party a written demand for arbitration. If the Parties are unable to agree on a single JAG arbitrator, then JAG will appoint one. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. In any Dispute that goes to arbitration, the prevailing party shall be awarded its/his/her costs and reasonable attorney fees, including any costs and reasonable attorney fees incurred in collecting on any judgment.

14. Entire Agreement. This Agreement, including all exhibits, sets forth the entire agreement between the Parties relating to the Services, and supersedes and cancels all prior and contemporaneous agreements between the Parties, whether oral or written, relating to the Services.

15. General. (a) Except for the failure to make payments when due, neither Party shall be liable to the other Party by reason of any failure in performance or delay in the performance of this Agreement if the failure or delay arises out of acts of God, illness, acts of the other Party, acts of governmental authority, strikes, delays in transportation, war or any cause beyond the reasonable control of that Party. If any such event delays performance, the time allowed for such performance shall be appropriately extended. (b) Following execution of this Agreement by both Parties, this Agreement may not be assigned by either Party without the other Party's prior written consent. Any assignment attempted or made by one Party without the other Party's prior written consent shall be void and of no force and effect. (c) This Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith. (d) No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision. (e) Waiver by any Party of a breach of this Agreement by the other Party shall not operate or be construed as a waiver of a continuance of that breach or any subsequent breach. (f) This Agreement may be amended or altered at any time, in whole or in part, only by a written instrument setting forth such changes, signed by the Parties. (g) This Agreement shall be binding upon the Parties and their respective legal representatives, heirs, successors, and permitted assigns. (h) If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remaining provisions shall not be affected thereby. Such remaining provisions shall be fully severable, and the remainder of this Agreement shall be fully enforceable, as if such invalid provisions never had been inserted in the Agreement.

The Parties acknowledge that they have read, understand, agreed to be bound by, and hereby execute this Agreement, effective as of the date first written above.

CLIENT:

CONTRACTOR:

GIT-R-DONE PEST CONTROL, INC.

By: _____

By: _____

Print Name: _____

Company: _____

Print Name: Rickey Zion

Title: _____

Title: President

Exhibit A

STATEMENT OF WORK

A. **Description of Property.** Contractor will perform Services to control the prairie dog population on the Property described as follows (*legal description, if available, road numbers and driving directions*):

Acres: _____ Quarter: _____ Section: _____ Township: _____ Range: _____

| | | | |
|---------------------|-------|------------|-------|
| Location Lat | _____ | Lon | _____ |
| Location Lat | _____ | Lon | _____ |
| Location Lat | _____ | Lon | _____ |
| Location Lat | _____ | Lon | _____ |
| Location Lat | _____ | Lon | _____ |
| Location Lat | _____ | Lon | _____ |

B. **Scope of Services; Fees.** In performing Services, Contractor will use the following methods and products to control the prairie dog population on Client's Property, and Client will pay Contractor the fees indicated below for each such method (*check those that apply*):

Initial Rozol Control

- Contractor will treat each **bait point** on the Property once with: *Rozol*[®]. Client will pay Contractor per **bait point**, with a \$200.00 minimum. Price per bait will be \$1.50 per bait point, minus volume discounts of \$0.____. This product is approved for use only from October 1 through March 15. **Bait point** charges will be based on a mechanical counter.

To receive discounted pricing Client will pay in full within 30 days. All bills not paid within 30 days will revert to \$1.50 per bait point. Post Mark will designate the date of payment.

Client: _____

Contractor: _____

Aluminum Phosphide

- Contractor will treat each **bait point** on the Property once with: Aluminum phosphide Client will pay Contractor \$2.60 per **bait point**, with a \$300.00 minimum. **\$0.10 per bait point discount will be applied if paid within 30 days.**

Exhibit B

DISCLOSURE STATEMENT

BACKGROUND FACTS

Colorado's Prairie Dogs

Colorado is home to three species of prairie dogs: the black-tailed, the white-tailed and the Gunnison. Black-tailed prairie dogs are the most common species and populate the Front Range and eastern plains below 7000 feet elevation. White-tailed, found above 6000 feet elevation, and Gunnison prairie dogs are generally found west of I-25.¹

Prairie Dog Facts:

- Adult prairie dogs weigh from one to three pounds, and are 14 to 17 inches long.¹
- Black-tailed prairie dogs are active year around. White-tailed and Gunnison prairie dogs hibernate during the winter.¹
- Females have only one litter each year.¹
- Prairie dogs produce one litter of 3 to 8 young per year, born from March to April after 30 days gestation.²
- Prairie dogs have a life-span of three to five years in the wild.²
- Prairie dogs live in burrows 3 to 14 feet deep and 10 to 100 feet long.²
- A density of 35 burrows per acre is common, although up to 100 burrows per acre have been reported.²
- Dispersal occurs in late spring. Prairie dogs can increase the area they occupy by 50% per year. They may disperse up to 3 miles and eat the same forage as livestock.²
- Prairie dogs eat grass, seeds and some insects. They build mounds at the entrance to burrows to serve as lookouts for predators.¹

Why Do We Need Prairie Dog Control?

Prairie dogs are an important problem on our rangelands and cause significant damage to our livestock, equipment and grasslands especially during times of drought.

Are Prairie Dogs Endangered Species?

In 2000, the Colorado Department of Natural Resources studied existing prairie dog towns in the eastern part of Colorado and concluded there were at least 214,570 acres of active prairie dog towns in eastern Colorado.¹

In 2002; an intensive aerial survey was conducted by the Department of Wildlife (DOW). The DOW estimated there were approximately 630,000 acres of black-tailed prairie dog towns.¹

Based on the data collected in Colorado and other western states, the United States Fish and Wildlife Service (USFWS) issued a ruling in August 2004 that black-tailed prairie dogs were not likely to become an endangered species within the foreseeable future. The USFWS concluded that black-tailed prairie dog towns occupy 1.8 million acres nationwide with an estimated population of nearly 20 million individuals.¹

New Regulations for Prairie Dog Control

On September 7, 2006, the Colorado Wildlife Commission voted to re-open a season on black-tailed prairie dogs with some date restrictions. A small game license is required to shoot prairie dogs.

Private landowners have always been allowed to shoot, or allow others to shoot, prairie dogs causing damage on their own property year around. That has not changed.

How Can Git-R-Done Pest Control Help With Your Prairie Dog Problem?

We have several methods of pest control available for use.

“Rozol” Bait (Most effective method)

- Bait applied 6-inches down each bait point to reduce risk to other wildlife.
- Approved for use between the dates of October 1st – March 15th.
- Does not require “pre-baiting”
- Git-R-Done baiting results in greater than 95% control, 30 to 40 days after treatment, when there are no non treated prairie dog towns in the immediate area. NOTE! Prairie Dogs can travel for miles and future re-infestation can occur. We recommend yearly follow up control.

Fumigants-Home Land Security-chemical

- Aluminum phosphide emits poisonous gas
- Fumigants work best when soil moisture is high, and soil temperatures are above 60 degrees (2).
- Studies show 85-95% effectiveness after one treatment with ideal moisture conditions

RISKS, LIMITATIONS AND INSTRUCTIONS

The Pest Control Products Are Highly Toxic and Can Be Harmful or Lethal to Humans and Animals

- ALL PRODUCTS USED BY CONTRACTOR CONTAIN TOXIC CHEMICALS THAT POISON THE PRAIRIE DOGS.
- CLIENT SHOULD KEEP ALL HUMANS, PETS AND LIVESTOCK OFF THE TREATED PROPERTY FOR 3 WEEKS AFTER TREATMENT. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DEATH OR INJURY SUFFERED BY HUMANS OR ANIMALS ALLOWED TO ENTER UPON THE TREATED PROPERTY.
- The poisonous bait *Rozol*[®] can cause death or serious internal injuries if ingested by humans or animals.
- The poisoned prairie dog carcasses also contain the same toxins and can cause death or serious internal injuries if eaten by humans or animals.
- Domestic livestock and pets should be removed from the Property during treatment.

Git-R-Done's Pest "Control" Service Will Not Get Rid of All Prairie Dogs

- Contractor provides a prairie dog control service, not an extermination service. Poisonous baits and fumigants are effective at controlling prairie dog populations, but they do not exterminate all prairie dogs in a colony. Some prairie dogs will probably remain on the Property after treatment.
- Success rates of 90% to 100% with one treatment can usually be obtained if bait is applied correctly. Control rate will be lower in areas that are within 200 feet of an existing untreated colony, caused by prairie dogs from the adjoining colony eating part of the bait.
- Depending on how distance the treated colony is from another colony and time of year, reinvasion may begin the day Contractor completes treatment of the Property. The solution to the reinvasion problem is to encourage neighboring landowners to control the prairie dogs populations on their property. Git-R-Done appreciate your referrals.
- Any prairie dogs that survive, or that immigrate onto the Property, after Contractor's cleanup treatment(s) are not Contractor's responsibility.
- Prairie dog colonies on Client's Property may need to be retreated in a few years.
- Client can flag every hole to be treated prior to Contractor's arrival, or Contractor will use automatic counters mounted on the prairie dog baiter.

Steps Client Should Take to Maximize the Results of Treatment

- Prohibit shooting and other disturbances of the colony at least 6 weeks prior to, during treatment and 30 days after treatment.
- No sooner than 30 days after Contractor performs its Services and after no Prairie dogs activity is seen, Client can fill the burrows to slow reinvasion. If Prairie Dog activity is seen 30 days after treatment Client shall contact Git-R-Done Pest Control for further control measures. Services performed after February 15th may show reduced success due to the reinvasion of prairie dogs from neighboring colonies. *Rozol*[®] is a blood thinner and requires about 30 days for all the prairie dogs to consume the amount of bait needed for control. Allowing the burrows to remain open allows the prairie dogs to scavenge for bait, until a lethal dose is consumed.
- Burrows can be leveled and filled with a tractor-mounted blade.

INFORMATIONAL SOURCES FOR DISCLOSURE STATEMENT

¹ **Colorado Division of Wildlife.** "Aircraft to Survey Colorado Prairie Dog Sites". 9/29/2006
<http://dnr.state.co.us/newsapp/press.asp?pressid=4054>

² **Kansas State University Agricultural Experiment Station and Cooperative Extension Service.** "Prairie Dog Management" (#MF2702, March 2006). <http://www.oznet.ksu.edu/library/wldlf2/mf2702.pdf>

³ **Colorado State University ANSWERLINK Cooperative Extension Service** no. 6.506.
<http://www.ext.colostate.edu/PUBS/NATRES/06506.html>