



April 14, 2025

Mr. Brent Walker
The Berg Corporation
2519 Wilkens Ave
Baltimore, MD 21223
Sent via Email to: bwalker@bergdemo.com

Re: Rodent Inspection and Treatment Plan for
2329 Champlain St NW
Washington, DC 20009

Dear Mr. Walker,

On behalf of American Pest, I would like to thank you for the opportunity to provide rodent control services to the **2329 Champlain St NW**. The overall strategy is to create a rodent-free construction corridor that lasts for the duration of the construction project.

RODENT BIOLOGY

Mice and rats commonly invade structures in urban areas seeking food and harborage areas. Their population can easily grow if conditions are favorable such as exists in the current construction site environment. In order to prevent heavy rodent infestations, please share the following tips with the construction company:



RODENT CONTROL

CONSTRUCTION SITE FACT SHEET

Everyone has a role in preventing rodent problems during a construction project.

- ✓ Correct uses of refuse garbage cans and dumpsters. Whenever possible designate one or two dumpsters for food trash and ensure that they are kept closed and emptied frequently.
- ✓ Daily pick up of any food trash debris discarded by workers.
- ✓ Maintenance of site to prevent unused equipment and products from accumulating, which creates rodent harborage areas.
- ✓ Disposal of unused straw bales used for erosion control.

Service Description During Demolition (if needed)

- 1) American Pest will perform a comprehensive inspection to the entire area. American Pest recommends a monitoring period of two weeks before demolition begins.
- 2) Recommendations for sanitation conditions found will be noted.
- 3) American Pest will treat any areas of existing activity immediately by trapping and baiting:
 - TREATMENT TO ANY BURROWS: American Pest will treat and fill any open rodent burrows on the site, providing follow up inspection and treatment three times per week for two weeks.
 - TRAPS: Traps will be placed in rodent stations and inside the existing structure – if access is permitted – on the floor surfaces. The technician will return to set traps that have had bait acceptance.
 - BAIT STATIONS: Rodent control stations will be placed strategically throughout the exterior space. Stations will be inspected three times per week for an estimated two weeks. All rodent stations are EPA Tamper Resistant and anchored so that no one may remove them other than the service technician. All stations are cleaned, dated, and rebaited, as necessary.
 - If necessary, American Pest will alert the Superintendent that additional time is needed before demolition begins.

- 4) A final inspection will be provided, and documentation will be provided so that demolition of the site can begin.

Service Description (When Construction Begins)

- 1) The American Pest technician will wear all proper PPE and attend any safety training necessary.
- 2) American Pest will perform an exterior inspection to assess where rodent bait stations can be placed around the exterior perimeter of the existing structure, the fence line, dumpsters, temporary trailers, construction trailer, and other key areas. A plot plan will be created and shared with the construction superintendent so that stations are not damaged during the term.
- 3) The technician will place baited traps or rodent bait stations as necessary throughout the areas of concern inside the existing structure (identified from plot plan and inspections)

BAIT STATIONS: Rodent control will be addressed on a twice per month basis. All rodent stations are EPA Tamper Resistant and anchored so that no one may remove them other than the service technician. All stations are cleaned, dated, and re-baited, as necessary.

- 4) American Pest will respond to any rodent sightings within 24-48 hours, Monday through Friday.

Cost Description

Pre-Demo Rodent Control:

Initially, American Pest will install nine (9) rodent bait stations as follows. Three (3) will be installed on the front of the building, two (2) on the left side of the building, three (3) along the rear of the building, and one (1) on the right rear side of the building.

Demolition Inspection and Installation of 9 Rodent Stations:

\$315.00

Rodent Control During an Estimated 18 Months of Construction (this can be adjusted based on actual timeline):

Stations will be repositioned by the service technician as the building grows and conditions change. American Pest will be on site twice a month depending on the level of activity for the estimated 18-month period. * As the building begins to be completed, American Pest will walk each floor, provide an inspection, and place traps where necessary in key areas. Traps will be placed in rodent stations and inside the existing structure – if access is permitted – on the floor surfaces as they are completed. The technician will return to set traps that have had bait acceptance.

\$198.71 per Month

*Conditions may change that will require additional services to eradicate any infestation level that may occur. All additional services will be billed at \$250.00 per hour. No additional services or fees will be charged without approval.

If exterior rodent stations are damaged or removed, customer must pay the replacement cost of \$30.00 per station.

American Pest will supply all labor, equipment, and materials for the above treatment.

Quality Service

American Pest guarantees service and customer satisfaction. We are dedicated to providing our clients with innovative and professional service.

If you, as the representative of The Berg Corporation, agree with the terms of this proposal, please provide your authorization where indicated.

Parties of this Agreement:

American Pest

And

**The Berg Corporation
2519 Wilkens Ave
Baltimore, MD 21223**

Proposal Presented By:

Christopher L. Suthard

Christopher L. Suthard
Commercial Account Specialist

Proposal Accepted By:

Signature

Name

Date

American Pest General Terms and Conditions

- 1. Scope of the Agreement**
 - 1.1** The Agreement applies between the parties stated in the Agreement document.
 - 1.2** The Agreement covers the objects, spaces, properties and/or activities indicated in the Agreement document.

- 2. Inspection before Agreement starts**
 - 2.1** Prior to the Agreement, American Pest reserves the right to inspect the objects, spaces and/or properties in question.
 - 2.2** Based on the aforementioned inspection, American Pest will carry out any preliminary treatment(s), for which the parties will subsequently agree to terms and conditions. If the Customer does not permit the preliminary treatment(s) deemed necessary by American Pest, the Agreement will not be ratified and will be invalid, releasing all parties from their respective obligations.

- 3. Commencement of the Agreement**
 - 3.1** The Agreement is valid from the effective date indicated in the Agreement document, provided all parties have fulfilled their obligations, including but not limited to the obligations contained in Section 2 of these terms and conditions.

- 4. Payment terms**
 - 4.1** The Customer agrees to pay American Pest's invoices by the due date indicated on the invoice. American Pest reserves the right to temporarily cease service in the event of non-payment until payment is received, with no obligation to make up missed services as a result of account being on hold. On a case by case basis customers may be subject to a re-initial fee as a result of being on a payment hold. American Pest reserves the right to terminate this Agreement if payment is not received within thirty (30) days of the due date. In the event legal action is necessary to collect any amount due American Pest shall be entitled to recover from Customer all reasonable cost of collection, including reasonable attorney's fees and expenses, in addition to an outstanding amount due American Pest.

- 5. Renewal of the Agreement**
 - 5.1** If either of the parties wishes not to renew the Agreement, the other party must be notified of this in writing at least sixty (60) days before the end of the Agreement period. If such notice has not been given, the Agreement will be renewed according to the renewal terms set forth in the Agreement.

- 6. American Pest's commitments**
 - 6.1** American Pest is obliged to minimize any work environment risks that may arise when working for the Customer, such as during treatment(s), assembly, or deployment of equipment.
 - 6.2** American Pest provides documentation regarding inspections, proposed measures, readings, records, etc. linked to the scope agreed in the Agreement. The Customer is entitled to have free disposal of all documentation received for its own use.
 - 6.3** American Pest commitments include no structural measures or other similar interventions in the building, unless specifically agreed upon in the applicable Agreement document. However, fitting and removal of equipment owned by American Pest is included.
 - 6.4** The Agreement may include movable property and/or products. This must then be specifically included and stated in the applicable Agreement document.
 - 6.5** Where movable property is included and treatment(s) must be carried out elsewhere other than within the object address, the freight cost will be paid by the Customer.
 - 6.6** The work will be carried out during American Pest's normal service hours (7am – 6pm, Monday through Friday), unless otherwise indicated in the applicable Agreement document.

- 7. The Customer's commitments**
 - 7.1** The Customer must:
 - 7.1.1** Ensure that American Pest staff have access to objects, spaces, properties and/or activities and can perform the work and make the preparations, prior to the work, which have been identified by American Pest. An example of this may be a specific structural measure. The Customer may also provide other equipment needed to make the site accessible, such as a ladder or signage.
 - 7.1.2** Carefully comply with any instructions/recommendations issued by American Pest.
 - 7.1.3** Ensure that the relevant areas are accessible for placement or installation of equipment

- and that the correct power supply, in accordance with American Pest's instructions, is supplied when electrical equipment is to be installed.
- 7.1.4 Take continuous responsibility for ensuring a correct power supply (mains or battery power) when electrical equipment has been installed.
- 7.1.5 Take responsibility for electrical audits, electrical safety, and measures for electrical safety.
- 7.1.6 Provide information on any specific requirements for the Customer's premises, such as sensitive environments and special restrictions for access to such areas. Where necessary, the Customer must also supply any special equipment, etc. that is required in such environments.
- 7.1.7 Immediately inform American Pest if the Customer has discovered that safety equipment, signage, control stations or other equipment owned by American Pest has been damaged, moved, depleted, etc.
- 7.1.8 Immediately inform American Pest of suspicion or detection of Agreement-related factors that may affect the existing Agreement.
- 7.2 The Customer is obliged, through the exercise of due diligence, to create a safe work environment for American Pest's staff.
- 7.3 The Customer is responsible for any restoration of the building as a result of installation, etc. of equipment recovered by American Pest.
- 8. Equipment and digital support systems**
- 8.1** Equipment installed or positioned by American Pest in or near the Customer's properties is the property of American Pest, unless otherwise indicated in applicable Agreement documents.
- 8.2 The Customer is obliged to compensate American Pest for any equipment belonging to American Pest that is lost, destroyed, or materially damaged.
- 8.3 American Pest is entitled to recover any equipment belonging to American Pest once the contractual Agreement ends.
- 8.4 Access to American Pest's digital support system ceases as soon as the applicable Agreement expires.
- 9. Limitation of liability**
- 9.1** American Pest is only responsible for direct material damage or personal injury caused by negligence on the part of American Pest, its employees, contractors, or agents in the performance of American Pest's services at the Customer's premises.
- 9.2 American Pest's liability is limited, under all circumstances, to the dollar amount paid by Customer to American Pest, under the Agreement.
- 9.3 American Pest will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement
- 9.4 American Pest is not liable for any damage directly or indirectly caused by pests, unless the damage is the result of or is significantly exacerbated by negligence during inspection, or is due to the customer's own undue delay in treatment(s) or maintenance following American Pest's confirmation of the presence of pests or having been informed of such a presence. In such circumstances, the same limit applies as in 8.2 above. American Pest accepts no responsibility under any circumstances for damage caused by micro-organisms, allergens, toxins, or foreign objects.
- 9.5 American Pest accepts no responsibility under any circumstances for damage directly or indirectly caused by fire that occurs at the Customer's premises and that may be linked to incorrect fire protection or incorrect reporting of conditions at the Customer's properties.
- 9.6 American Pest's statements on the Customer's electrical safety are recommendations. American Pest cannot be held liable for cases where such recommendations are incorrect or are not provided.
- 9.7** American Pest cannot be held liable for the Customer's commitments in terms of content and completion of any fire protection report, permits for food premises, establishment of self-inspection programs or other similar documentation that the Customer is required to sign and submit to the relevant authority.
- 9.8 American Pest cannot be held liable for any fines, penalties or other similar sanctions that may affect the Customer as a result of inspections or incidents.
- 9.9 American Pest cannot be held liable for any extraordinary fees for permits in accordance with environmental requirements.
- 10. Grounds for exemption**
- 10.1** If the discharge of American Pest's commitments in accordance with the Agreement is prevented or made significantly more difficult due to circumstances over which American Pest has no control or could not have foreseen, such as war, mobilization,

insurrection, confiscation, currency restrictions, shortage of transport, general scarcity of goods or restrictions on fuel, labor disputes, disruptions in hardware or software, regulatory obstacles, exceptional weather conditions or any other circumstances beyond American Pest's control, American Pest is not liable to carry out its obligations as long as the obstacle or difficulties last and for a reasonable period thereafter.

10.2 If the obstacle or difficulties remain after six months, the Customer is entitled to terminate the Agreement with immediate effect by informing American Pest in writing. Notice must be provided pursuant to the terms of Section 16.

11. Termination of the Agreement

11.1 Either Party may, at its option, by written notice, pursuant to the terms of Section 16, terminate this Agreement in the event of a material breach by the other Party; provided that the terminating Party is not also in material breach such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based and provided further, that the breaching Party shall have a right to cure any such breach, or breaches if curable, within 30 days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such 30-day period upon the breaching Party's receipt of such notice, if any such breach is not curable, and upon the expiration of the 30-day cure period if such breach is curable but has not been cured on or before such expiration. Any notice pursuant to this section shall specify the breach(es) on which such termination is based.

11.2 If the Customer cancels the Agreement for any reason other than that outlined in Section 11.1, prior to the termination date under the Agreement, American Pest is entitled to compensation for completed work and all compensation due to it under the terms of the Agreement and any costs and losses incurred by American Pest as a result of cancellation of the Agreement.

11.3 American Pest reserves the right to terminate the Agreement at any time, with 60-days written notice to the Customer. Notice must be provided pursuant to the terms of Section 16.

11.4 American Pest is entitled, on the signing of the Agreement and as required during the period of validity of the Agreement, to perform a standard credit check. American Pest reserves the right to terminate the

Agreement in the event of a poor credit rating, or demand acceptable security or advance payment for continued delivery.

12. Data processing – confidentiality

12.1 Data - American Pest will process data including contact persons, addresses, buildings, injuries/damages, etc. The information will be used to gain an overall picture of the Customer's involvement within American Pest and to allow American Pest to be able to sign and fulfill Agreements and legal obligations, as well as prepare legal claims, provide a good service, and for the purposes of marketing, statistics and market and customer analyses, as well as otherwise fulfil the requirements placed on the company. The information is primarily intended for use within the American Pest group but may, with regard to the confidentiality obligation below, be provided to other companies, associations, and organizations with which American Pest cooperates, for example, insurers and official bodies.

12.2 Confidentiality - American Pest undertakes not to reveal to third parties any confidential information that American Pest receives from the customer or that is revealed during implementation of the assignment provided the information is not already generally known or was developed independently by American Pest with no link to the information provided, or was received from a third party or was provided in accordance with a statutory request or official prescription. Confidential information refers in this Agreement to all information specifically labelled as being of a confidential nature by a party.

13. Definitions

13.1 Treatment(s) -Treatment(s) refers to professional measures for pest control by means of advice, use of traps or other mechanical and/or chemical treatment in accordance with the current norms or official prescriptions in force. The choice of method is determined on a case-by-case basis.

13.2 Building- This refers to the building and any property that forms part of the building. Building includes permanent fixtures and other items with which the building has been equipped for permanent use. Building does not include the sewer system.

13.3 Movable property - Movable property refers to furniture, equipment, machinery, shelves, etc. that can be moved from the object.

13.4 Products - Products refers to raw materials, products in progress, full or semi-finished

goods, products acquired for sale and, where relevant, packaging for the items listed.

14. Indemnification

14.1 Customer shall indemnify, defend and save harmless American Pest and its parent, subsidiaries and affiliates and their respective officers, directors and employees, agents and assignees from any and all claims, injuries, loss, damages or lawsuits, including attorney's fees, arising out of or in connection with, the performance of this Agreement, except for claims, injuries, loss, damages or lawsuits caused solely by the negligence of American Pest, its employees, contractors or agents.

15. General Terms

15.1 Non-waiver

The failure or delay of American Pest to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by American Pest, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by American Pest shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

15.2 Entire Agreement

This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that email correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

15.3 Disputes

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute. The mediator will be agreed to by all parties and all costs associated with the mediator, including but not limited to the mediator's fee, shall be shared equally between all parties. Upon failure to mediate and resolve any such disputes in good faith, the parties may resolve the dispute through litigation. The laws of the State of Maryland shall govern the validity, construction, and effect of this

Agreement. All lawsuits arising out of this Agreement, wherever derived, shall be resolved in Howard County, Maryland and decided pursuant to the laws of the State of Maryland. Customer is responsible for its own legal fees, including but not limited to attorney's fees.

16. Notice

Any notice under this Agreement shall be in writing and be delivered by public or private courier service with proof of delivery and signature confirmation required, (including U.S. Postal Service Express Mail) or email to customerservice@americanpest.net. Emailed cancellations must be acknowledged by American Pest in order to be valid. All mailed notices shall be addressed to the parties at the following addresses or other such addresses as the parties may from time to time direct in writing:

American Pest
ATTN: Customer Cancellations
11820 Market Place, Suite A
Fulton, Maryland 20759

Customer:

To customer's billing address on file.

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) email delivery is verified.

Customer Initials: _____

Date: _____