

**ACCOUNTABLE PEST SOLUTIONS, LLC**  
**1336 E. Elm Street, #45**  
**Griffith, IN 46319**  
**(312) 593-8278**

**COMMERCIAL PEST SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this 1st day of January, 2025 by and between Accountable Pest Solutions, LLC (hereinafter referred to as APS) and Wheaton Park District D/B/A DuPage County Historical Museum, 102 E. Wesley Street, Wheaton, Illinois 60187, (hereinafter referred to as FACILITY).

**WITNESSETH:**

**WHEREAS,** ACCOUNTABLE PEST SOLUTIONS, LLC (APS) based on experience and formal education, present themselves as specialists in the field as integrated pest management including, but not limited to, chemical applications, desires to administer a comprehensive pest management program for the FACILITY; and

**WHEREAS,** APS agrees to provide a commercial pest control inspection and treatment program at the specified areas of the premises described above; and

**WHEREAS,** the FACILITY has determined that it is in their best interest to employ the services of APS.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- A. APS agrees to perform the comprehensive integrated pest management control for all insects, rodents, and other pests excluding powder post beetles, termites and pharaoh ants in conjunction with high standards of sanitation, storage and maintenance practices by the FACILITY. The above excluded pests may be addressed at an additional rate per discretion of APS.

APS agrees to provide the following:

1. Inspection:
  - a. Comprehensive initial survey of FACILITY in order to determine existing pest problems, potential pest problem areas and to provide a foundation for data collecting, which will enable APS to anticipate the FACILITY's needs.
2. Design:
  - a. Development of customized program to meet the needs of the FACILITY.
  - b. Consulting with architects and design engineers hired by FACILITY during the formulation of plans regarding old and new building areas, in order to provide the highest degree of pest free environment as possible.
3. Evaluation and Coordination:

- a. Establishment of Task Force comprised by key personnel from appropriate departments of the FACILITY, with APS' account manager, to discuss any special needs or unique problems, which may have arisen, and to engage in cooperative efforts to arrive at a solution to said problems.
  - b. APS shall provide detailed sanitation, structural and storage inspection reports with each service in Dietary Departments.
  - c. APS shall initiate and participate in a quality control program to insure the completion of work scheduled consistent with quality standards required by FACILITY and will include supplemental reports when particular problems are identified by APS and FACILITY.
  - d. In addition, APS shall perform insect identification(s) upon the request of the FACILITY.
4. Implementation:
- a. Presentation of in-house education program to train personnel of FACILITY in the key aspects of the APS program. In connection therewith the In-House Training will provide and maintain training equipment, slides, literature in all business forms. These materials are proprietary in nature and shall at all times remain the property of APS.
  - b. FACILITY agrees that in addition to the compensation agreed to herein, they shall pay, and promptly reimburse APS for extraordinary expenses incurred by APS for services not covered in this Agreement, provided that the FACILITY has prior notice of and agrees that it is necessary and there is a need for the extraordinary services to be performed.
  - c. FACILITY hereby agrees that neither the FACILITY nor any of its employees, consultants, vendors or staff will use any elements of the APS program design, including all support documentation and materials without the prior written consent of APS. FACILITY further agrees that all of the APS program design supporting documentation and materials are proprietary in nature and FACILITY agrees to maintain the confidentiality thereof hereby acknowledging APS' ownership interest.
- B. APS shall provide the FACILITY with a Certificate of Insurance evidencing all insurance coverages of APS.
- C. Frequency of Services:  
One (1) visit per month year round to service all areas of the facility.
- D. Emergency Service Provisions:  
All calls will be billed \$125. per call for the first hour then \$90. per man hour thereafter.  
All calls will be serviced within two (2) business days.
- E. Term:  
This agreement shall operate for initial period of (3) years and shall automatically renew for a further (60) days each to be considered an additional term unless terminated by either party. This agreement shall remain in full force and effect upon renewal and may be

cancelled at any time by either party to this agreement by providing a sixty (60) day written notice prior to the expiration of any current term.

F. Fees and Payment:

In consideration for the services provided by APS as described herein, FACILITY shall pay and compensate APS as follows:

1. The start-up fee shall be ~~-0-~~ due upon acceptance of this agreement.
2. The service fee shall be ~~\$1,260.~~ per year (1) ~~\$1,260.~~ per year (2) ~~\$1,320.~~ per year (3) payable monthly upon presentation by APS of a written Invoice at the rate of ~~\$105.~~ per month for year one (1) ~~\$105.~~ per month for year two (2), ~~\$110.~~ per month for year three (3) and any additional monthly charges after year three as agreed to by the parties in writing.

G. Access:

The FACILITY will provide APS with access to those areas of the premises required to perform the terms and provisions of this agreement and service plan at agreed times. The FACILITY will provide access and the use thereof of any water and/or electrical utilities required to perform the services. APS personnel will show identification to the FACILITY upon request and comply withal reasonable requests while present at the premises.

H. Pest inspection:

All pest inspections undertaken as part of the service agreement and plan will be based upon a visual inspection only limited to those areas and sections of the property fully accessible and visible to APS on the day of the inspection. Equipment and fittings may conceal evidence of timber pests that may only be revealed when it is necessary to remove equipment and fittings.

I. Advice and Recommendations:

APS' technician will provide a report after each visit and provide advice and recommendations to the FACILITY to control and minimize pests. These may cover cleaning, storage and maintenance. APS may elect to terminate this agreement if FACILITY fails to implement recommendations necessary to eliminate factors or conditions contributing to the infestation by pests.

J. Safety Instructions:

It is important that the FACILITY follows the safety instructions provided by APS' technician concerning pesticides and other safety instructions relative to the services to be provided by APS. FACILITY must notify the APS technician before commencing any service of any health and safety issues including, but not limited to asbestos that is present at the premises.

K. Effectiveness of Treatment:

The ongoing effectiveness of the pest control provided by APS depends on the FACILITY following APS' recommended hygiene and property maintenance procedures. Pest treatment provided by APS will also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing materials to the property that encourage pest activity.

L. Equipment:

The FACILITY agrees take reasonable care of equipment installed at the premises by APS as part of the pest control plan and to follow any instructions given by APS in relation to the equipment and its use. All equipment shall remain the property of APS and the FACILITY agrees not to remove or modify the equipment including removing any label indicating the equipment is the property of APS. The FACILITY accepts all costs of repair and damages caused to the equipment including loss, theft or damage caused by fire. The FACILITY agrees to immediately inform APS in the event the equipment is damaged or removed. In the event of termination of this agreement, the FACILITY shall provide access to the premises to allow APS to remove its equipment.

M. Damage to Utilities:

In the event the performance of the pest removal plan requires drilling or cutting any materials within the FACILITY structure, the FACILITY shall be responsible for identifying the location of all utility services of the property including, but not limited to water and drainage pipes, electrical and telephone cables, natural gas lines and any other utilities that service the FACILITY. APS will exercise due care in performing any drilling or cutting but the FACILITY shall be liable for any damage caused by disruption and/or interruption of any such utility services unless the result of explicit negligence by APS.

N. Subcontractors and Agents:

APS may engage or employ any person, subcontractor or agent to provide and complete the services under the terms and provisions of this Agreement.

O. Entire Agreement:

This Agreement contains the entire understanding of the parties except for those statutory consumer laws of the State where said service was performed. The parties agree there are no other written agreements between them.

P. Liability:

APS does not accept responsibility whether in contract, tort or otherwise as the same relates to negligence of the FACILITY. Any third party not included within this Agreement or any services or reports provided in relation to this Agreement and plan to the FACILITY shall not extend to any other parties. To the extent permitted by law, APS' total aggregate liability to the FACILITY pursuant to the terms and provisions of this Agreement and pest removal plan, is limited to APS' responsibility to provide the service as agreed to or the cost of any improper service. The FACILITY agrees to indemnify and hold harmless APS for any actions including, but not limited to their negligence that may affect any other third parties.

Q. Inability to Deliver Services:

APS shall not be responsible for any delay or failure in satisfying its obligations pursuant to the terms and provisions of this Agreement in the event the failure results from or is caused by acts of God, unanticipated weather events, civil disturbances, or lack of utility service to the FACILITY involving the loss or breakdown of plant, equipment or facilities required for APS to complete its services.

R. Attorney Fees:

In the event that either party to this Agreement breaches this Agreement by not meeting its obligations under the terms of the Agreement, the non-prevailing party in any litigation shall be responsible to pay all reasonable attorney fees and expenses of the prevailing party in any litigation relative thereto.

S. Governing Law:

This Agreement shall be governed by the laws of the State of Illinois. The parties hereto agree to submit to the jurisdiction of the Courts of the State of Illinois and this Agreement shall be construed and enforced in accordance with the laws of Illinois.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and/or duly authorized agents and/or representatives on the day and year first above written.

Wheaton Park District D/B/A DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187

BY:   
Duly Authorized Agent and Representative of Facility *N. Scand*

Dated : 12/2/24

Accountable Pest Solutions, LLC (APS)  
1336 E. Elm Street, #45  
Griffith, IN 46319

BY:   
Duly Authorized Agent and Representative of APS

Dated: 11-27-2024

Included as part of Agreement Dated 1<sup>st</sup> day of December, 2024 by and between Accountable Pest Solutions LLC and Wheaton Park District D/B/A DuPage County Historical Museum

#### Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of, incidental to, resulting from or in connection with Vendor's performance of its obligations under this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

Accountable Pest Solutions, LLC

By: 

Dated: 11-27-24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IAL Insurance 2818 N High School Rd  Indianapolis IN 46224	<b>CONTACT NAME:</b> RONALD POVINELLI <b>PHONE (A/C, No, Ext):</b> (317) 376-0500 <b>E-MAIL ADDRESS:</b> ron@ialinsurance.com <b>FAX (A/C, No):</b>																					
<b>INSURED</b> Accountable Pest Solutions 1244 N LAFAYETTE CT  GRIFFITH IN 463191656	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Accelerant Specialty Insurance Company</td><td>16890</td></tr><tr><td>INSURER B:</td><td>ERIE INS EXCH</td><td>26271</td></tr><tr><td>INSURER C:</td><td>WESCO INS CO</td><td>25011</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Accelerant Specialty Insurance Company	16890	INSURER B:	ERIE INS EXCH	26271	INSURER C:	WESCO INS CO	25011	INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	N0094GL000207	10/20/2024	10/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Q80-0020038	10/18/2024	10/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LIP00070EX000145	10/20/2024	10/20/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	33519719	10/18/2024	10/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Crime / Employee Dishonesty			N0094GL000207	10/20/2024	10/20/2025	Pollution Liability 1,000,000 Employee Dishonesty 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WHEATON PARK DISTRICT D/B/A DUPAGE COUNTY HISTORICAL MUSEUM ARE LISTED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER**

WHEATON PARK DISTRICT D/B/A DuPage County Historical Museum  
102 E Wesley St  
Wheaton IL 60187

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ronald A. Povinelli*

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