



**ASSIGNMENT AGREEMENT AND AMENDMENT NO.: 2**

Contract No.: 72102103-15-1

Contract Title: Pest Control Services

**This Assignment Agreement and Amendment No. 2** (Agreement) to State Term Contract No. 72102103-15-1, Pest Control Services (Contract), is entered into by Gregory Pest Control, LLC (successor in interest to **Gregory Pest Control, Inc.**, effective October 2, 2017), **d/b/a Gregory Pest Solutions** (Assignor), a South Carolina limited liability company having its principal office at 3780-1 Kori Road, Suite 176, Jacksonville, Florida 32257; **The Terminix International Company Limited Partnership** (Assignee), having its principal office at 150 Peabody Place, Memphis, Tennessee 38103; and the **State of Florida, Department of Management Services** (Department), collectively referred to herein as the "Parties."

**Recitals**

**WHEREAS**, the Assignor entered into the Contract with the Department on April 28, 2015;

**WHEREAS**, at the time of execution of the Contract, Assignor erroneously listed its legal entity name in the Contract as "Gregory Pest Solutions," a fictitious name owned at the time by "Gregory Pest Control, Inc.";

**WHEREAS**, at the time of execution of the Contract, Assignor was registered as a Foreign Profit Corporation with the Florida Department of State with its former entity name "Gregory Pest Control, Inc.", which registration was cross-referenced with the incorrect identity name of "Gregory Pest Solutions, Inc.";

**WHEREAS**, the Parties subsequently executed Amendment No. 1 to the Contract where Assignor was erroneously listed as "Gregory Pest Solutions, Inc.";

**WHEREAS**, the entity named "Gregory Pest Control, Inc." was converted to the entity named "Gregory Pest Control, LLC" as of October 2, 2017, and was only filed with the South Carolina Secretary of State;

**WHEREAS**, Assignor has subsequently updated its registration with the Florida Department of State as a Foreign Limited Liability Company with its correct legal entity name of "Gregory Pest Control, LLC," owner of the fictitious name "Gregory Pest Solutions";

**WHEREAS**, during performance of the Contract, Assignor registered in MyFloridaMarketPlace as Gregory Pest Control and Gregory Pest Control, LLC, and Assignor acknowledges receipt of payment for work performed pursuant to the Contract notwithstanding the erroneously listed entities in the Contract and its Amendment No. 1;



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**WHEREAS**, the Assignor now wishes to assign all its rights and obligations under the Contract to Assignee;

**WHEREAS**, Section 29, Assignment, of Contract Attachment IV, PUR 1000, General Contract Conditions, requires the prior written consent of the Department to assign the Contract;

**WHEREAS**, the Assignee represents that it can assume and fully perform the Assignor's duties under the Contract; and

**WHEREAS**, the Parties wish to amend the Contract as set forth below, in accordance with Section 42, Modification of Terms, of Contract Attachment IV, PUR 1000, General Contract Conditions.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. The term "Contract," as used herein, includes any amendments and purchase orders made pursuant to the Contract, either before or after the effective date of this Agreement.
3. Attachment IV, PUR 1000, General Contract Conditions, is hereby deleted in its entirety and replaced with the attached Attachment IV, Special Contract Conditions July 1, 2019 Version, incorporated by reference herein.
4. The language of Section 4.18, E-Verify, of Contract Attachment I, ITB 13-72102103-U & Addenda, and of Section 13.2, E-Verify, of revised Contract Attachment IV, Special Contract Conditions, is hereby deleted in its entirety and replaced with the following language:

The Contractor (and its subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing the Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to



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the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1) F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

5. Any notices to be sent to Assignee pursuant to Section 4.2, Notices, of Contract Attachment IV, Special Contract Conditions, shall also be sent to the following address:

Terminix Commercial  
Attention: Donna Davis  
280 Business Park Circle, Ste 401 St  
Augustine, Florida 32095-8836

With a copy sent to: [contracts@terminix.com](mailto:contracts@terminix.com)

6. The language of Section 8.4, Intellectual Property, is hereby deleted and replaced with the following language:

**8.4.1 Ownership.**

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, for all property created or developed by the Contractor specifically for the Department or for the State of Florida as part of Contractor's services under the Contract, the State of Florida shall be the owner of all intellectual property rights to all such property. All other property used or provided by Contractor in connection with the services under the Contract shall remain the sole and exclusive property of Contractor.

**8.4.2 Patentable Inventions or Discoveries.**

The Parties do not anticipate that any inventions or discoveries will be developed as a result of this Contract. However, all inventions or discoveries developed by the Contractor specifically for the Department or for the State of Florida as part of Contractor's services under the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Such inventions or discoveries will be referred to the Florida



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Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery developed by the Contractor specifically for the Department or for the State of Florida as part of Contractor's services under the Contract.

All other inventions or discoveries used or provided by Contractor in connection with the services under the Contract shall remain the sole and exclusive property of Contractor.

**8.4.3 Copyrightable Works.**

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed by the Contractor specifically for the Department or for the State of Florida as part of Contractor's services under the Contract. All copyrights created or developed by the Contractor specifically for Department or for the State of Florida as part of Contractor's services under the Contract are owned solely by the State of Florida. All other copyrightable works used or provided by Contractor in connection with the services under the Contract shall remain the sole and exclusive property of Contractor.

7. The Assignee accepts and agrees to be bound by and fully perform all of Assignor's Contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract in the name of Assignor.
8. The Assignee agrees to assume all obligations and liabilities of, and all claims against, the Assignor under the Contract as if the Assignee was the original party to the Contract.
9. The Assignor waives all rights under the Contract as of the effective date of this Agreement.
10. The Assignor will remain secondarily liable for performance of the Contract.
11. The Assignor agrees to defend and indemnify the State from any and all third-party claims; actions; judgments; liabilities; proceedings and costs, including reasonable attorneys' fees; and other costs of defense and damages resulting from Assignor's performance prior to the execution of this Agreement.
12. The Parties agree that this Agreement operates as an assignment of the Contract, establishing a new contractual relationship entered into by and between the Department and Assignee.
13. The Department consents to the assignment. The Department, in executing its consent to



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this Assignment, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of this Agreement.

14. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the Contract as if the Assignee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract and purchase orders, shall refer to the Assignee.
15. The effective date of this Agreement shall be the date of the final signature to this Agreement.
16. This Agreement is hereby made a part of the Contract. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.
17. This Agreement sets forth the understanding between the Parties regarding the subject matter hereof. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party.

[Signature page follows]



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Assignor: Gregory Pest Control, LLC**

DocuSigned by:  
 By: Cliff Nilson 4/29/2021 | 1:04 PM EDT  
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DocuSigned by:  
 By: Ben Walker 4/29/2021 | 9:28 AM PDT  
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**Name:** Cliff Nilson  
**Title:** Deputy Director  
**Date:**

**Name:** Ben Walker  
**Title:** Authorized Representative  
**Date:**

**Assignee: The Terminix International  
Company Limited Partnership**

DocuSigned by:  
 By: Ben Walker 4/29/2021 | 9:28 AM PDT  
89D2505694D4411...

**Name:** Ben Walker  
**Title:** Authorized Representative  
**Date:**