



## SERVICE AGREEMENT

### THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

#### and REAL TECH EXTERMINATING SERVICES, LLC

THIS AGREEMENT made as of the 15 day of September, 2025, in the Territory of the Virgin Islands, by and between **REAL TECH EXTERMINATING SERVICES, LLC** (“PROVIDER”) whose mailing address is P.O. Box 7368, Christiansted, St. Croix, U.S. Virgin Islands 00823 (hereinafter the “PROVIDER”) and the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the “CLIENT”). Each party may be referred to in the singular as “Party” and collectively as the “Parties”).

#### WITNESSETH:

**WHEREAS**, the CLIENT is in need of exterminating services for designated spaces, including but not limited to halls, offices, work areas, lobbies in the Authority’s Lagoon Complex Main Office, Building 2, Plot B on St. Croix, U.S. Virgin Islands (hereinafter the “Property”) and

**WHEREAS**, the CLIENT solicited quotes from companies to provide exterminating services for the Authority and received bids from two companies; and

**WHEREAS**, the CLIENT desires to engage the services of the PROVIDER to provide the services and the PROVIDER represents that it is willing and capable of providing such services; and

**WHEREAS**, the cost of this Agreement is within the Executive Director’s spending authority without approval of the Authority’s Board of Directors.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Agreement, the parties hereto do covenant and agree as follows:

1. **SCOPE OF SERVICES:** PROVIDER will provide CLIENT with the following pest control services at CLIENT’s Property in accordance with the schedule below:

- Pest control for roaches, rats, ants, centipedes and millipedes.
- Monthly treatment consisting of interior spraying around baseboards, closets, around windows and doors as well as baiting rodent stations. (If a problem should reoccur during the month after service, Provider will return to address the problem(s) at no additional charge)

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- Utilize integrated pest management techniques which incorporate proper monitoring, making necessary recommendations for sanitary conditions in addition to use of pesticides and repellants and trapping devices.

2. **SCHEDULE:** PROVIDER shall perform the Scope of Services once a month. Pursuant to 1 V.I. Code Ann. § 171(a) of the Virgin Islands Code, the CLIENT recognizes the following legal holidays:

January 1 (New Year's Day)  
January 6 (Three King's Day)  
Third Monday in January (Martin Luther King, Jr.'s Birthday)  
Third Monday in February (Presidents Day)  
March 31 (Transfer Day)  
Holy Thursday  
Good Friday  
Easter Monday  
Last Monday in May (Memorial Day)  
June 19 (Juneteenth National Independence Day)  
July 3 (V.I. Emancipation Day) —Danish West Indies Emancipation Day  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day and Puerto Rico Friendship Day)  
November 1 (D. Hamilton Jackson Day)  
November 11 (Veterans Day)  
Fourth Thursday in November (Thanksgiving Day)  
December 25 (Christmas Day)  
December 26 (Christmas Second Day)

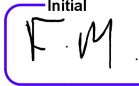
PROVIDER shall not perform exterminating services on the aforementioned holidays and any other days that CLIENT informs the PROVIDER is a holiday (including days declared by the President of the United States or the Governor of the Virgin Islands).

3. **COMMENCEMENT DATE:** The PROVIDER agrees that time is of the essence and will commence work no less than seven (7) days after the Notice to Proceed is issued.

4. **TERM:** This Agreement shall be for a term of one (1) year commencing within seven (7) days of the Notice to Proceed. The CLIENT shall have one (1) option to extend the term of the Agreement for a similar term at the existing billing rates subject to PROVIDER'S satisfactory performance and by mutual written agreement of the parties.

5. **COMPENSATION:** CLIENT will pay PROVIDER **Two Hundred and 00/100 Dollars (\$200.00) per month.** Total compensation shall not exceed **Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00)** for the term.

5.1. The PROVIDER shall submit an invoice for work performed monthly.

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5.2. The CLIENT agrees to remit payment to the PROVIDER within thirty (30) days of receipt of a properly submitted and approved invoice with complete itemization of the charges, including any and all supporting documentation.

5.3 The CLIENT reserves the right to modify and/or terminate this Agreement in writing if funding becomes unavailable. In addition, the Authority reserves the right to modify and/or terminate this Agreement if the PROVIDER fails to perform in a manner consistent with the terms of the Agreement.

5.4 If the funding source for this Agreement is federal, PROVIDER’s obligations under this Agreement and the CLIENT’s obligation to pay the PROVIDER for services performed under this Agreement are contingent upon the availability of applicable funding. The CLIENT shall be the final authority as to the availability of funds for this Agreement and as to what constitutes “applicable funding” to complete this Agreement. If any such funds are not made available for the purpose of this Agreement, such event will not constitute a default by the Authority but shall entitle PROVIDER to terminate the Agreement if funds are not received and available to compensate PROVIDER for any period exceeding forty-five (45) days. Notwithstanding the foregoing, PROVIDER shall be paid for (1) any period exceeding forty-five (45) days and (2) all costs and services incurred through the date of any such notification from the federal funding source to the CLIENT regarding the non-availability of applicable federal funds.

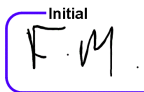
6. **MATERIALS:** PROVIDER will use its own materials. PROVIDER will only use materials that are registered with the Environmental Protection Agency to perform the services. PROVIDER will use all materials in strict accordance with label directions.

7. **ACCESS REQUIREMENT:** CLIENT will provide PROVIDER access to the Property and to all areas of the Property scheduled for extermination, as noted under Scope of Services, at the scheduled time.

7.1 PROVIDER agrees to keep any keys and details of access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. PROVIDER will be liable for any losses of any nature that may arise from the CLIENT's provision of any keys and/or access details.

7.2 If PROVIDER is prevented from gaining access to CLIENT’s property to carry out work as arranged, the time lost to the PROVIDER shall be considered one (1) hour per employee involved and the PROVIDER reserves the right to invoice CLIENT accordingly.

8. **CANCELLATION POLICY:** In the event CLIENT needs to cancel a scheduled exterminating appointment, CLIENT is required to provide PROVIDER with twenty-four (24) hour notice. CLIENT may give PROVIDER such notice via phone or email. Should CLIENT fail to give PROVIDER twenty-four (24) hour notice of cancellation on more than one occasion, CLIENT must pay 30% of the fee for the canceled cleaning.

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In the event PROVIDER needs to cancel a scheduled cleaning appointment, PROVIDER is required to provide CLIENT with twenty-four (24) hour notice. PROVIDER may give CLIENT notice via phone to Ms. Nichole Johnson by calling 340-772-4432 or via email njohnson@vihfa.gov. For each occasion that PROVIDER fails to give twenty-four (24) hour(s) notice of cancellation, if any, PROVIDER must reschedule the service to the next day; failing which, PROVIDER must perform the Scope of Services for CLIENT free of charge at no cost to the CLIENT on one (1) of the scheduled days.

**9. FORCE MAJEURE:** The PROVIDER shall not be held responsible for delay or default caused by fire, riots, acts of God, war, if the event is beyond the PROVIDER's reasonable control and the PROVIDER gives notice to the CLIENT promptly after PROVIDER becomes aware of the occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent of the CLIENT. The PROVIDER may be entitled to an equitable adjustment in schedule(s) in the foregoing circumstances. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under this Agreement.

**10. LICENSURE:** The PROVIDER covenants that:

(a) It is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Agreement, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and it will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery and performance of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Agreement or instrument to which Provider is now a party or by which is bound or constitute a default under any of the foregoing.

(e) No information, statement or report furnished in writing by it in connection with the negotiation of, or assurance under, this Agreement and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

(f) It has obtained all applicable licenses or permits, temporary or otherwise, as required

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by Title 27 of the Virgin Islands Code; and has familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

(g) It is fully informed regarding all the conditions affecting the work to be performed including labor and materials to be furnished for the completion of the Agreement and represents that it is fully equipped, competent and capable of performing the work and is available to perform such work.

(h) It shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the U.S. Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to it in the U.S. Virgin Islands.

11. **INSURANCE:** PROVIDER shall maintain General Liability Insurance, in a form acceptable to the VIHFA, on a “per occurrence” basis with a minimum limit of not less than **Three Hundred Thousand (\$300,000) Dollars** for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the PROVIDER’S operation under the Agreement whether such operations be by PROVIDER or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policy shall name the VIHFA as a Certified Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U.S. Virgin Islands 00802


11.1 PROVIDER shall provide the VIHFA with a copy of PROVIDER’S current liability insurance policy within ten (10) working days after the execution of this Agreement.

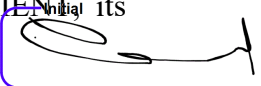
11.2 Upon failure of the PROVIDER to furnish, deliver and maintain such insurance, this Agreement, at the election of the CLIENT, may be suspended, discontinued or terminated. Failure of the PROVIDER to purchase and/or maintain any required insurance shall not relieve the PROVIDER from any liability or indemnification under the Agreement.

11.3 PROVIDER’S subcontractor and/or subconsultant shall also carry the insurance required by this Agreement in the amount usual and customary for work in the industry subject to normal deductibles and covenants that subcontractor and/or subconsultant will maintain such coverage during the term of this Agreement. The subcontractor’s and/or subconsultant’s liability insurance policy shall name the VIHFA as an “additional insured”.

12. **WORKERS’ COMPENSATION INSURANCE:** PROVIDER shall obtain and maintain Workers’ Compensation Insurance coverage for the term of this Agreement and provide the VIHFA with a copy of its Workers’ Compensation Insurance Certificate.

13. **INDEMNIFICATION:** PROVIDER shall defend, indemnify and hold the CLIENT, its

  
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property, officers, directors, employees, consultants and the funding agency harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, expense (including attorneys’ fees) and causes of action of whatsoever character which the CLIENT may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by PROVIDER under this Agreement and arising from any cause, except the sole negligence of the CLIENT. PROVIDER shall provide the CLIENT a copy of PROVIDER’s insurance binder evidencing coverage for liability and personal injury.

**14. DEBARMENT:** By execution of this Agreement, the PROVIDER certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The PROVIDER shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT.” In the event the PROVIDER or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the PROVIDER or subcontractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any subcontract and that the PROVIDER or subcontractor shall promptly reimburse the CLIENT for any progress payments heretofore made.

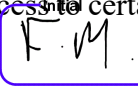
**15. INDEPENDENT CONTRACTOR:** The PROVIDER shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. PROVIDER shall be responsible for the supervision of its employees. All employees must be competent and skilled in their work.


**16. LIABILITY OF OTHERS:** Nothing in this Agreement shall be construed to impose any liability upon the CLIENT to persons, firms, associations, or corporations engaged by PROVIDER as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the CLIENT liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of PROVIDER of whatsoever nature, including but not limited to unemployment insurance and social security taxes for PROVIDER its servants, agents, or independent contractors.

**17. ASSIGNMENT:** The PROVIDER shall not subcontract or assign any part of the Scope of Services under this Agreement to any other party without CLIENT’S prior written consent.

**18. WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**19. CONFIDENTIAL INFORMATION:** The PROVIDER acknowledges that it may have access to certain confidential information when performing the Scope of Services contained herein

  
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and agrees to take necessary acts to ensure that the PROVIDER does not make public any of the CLIENT’s information that is identifiable in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Scope of Services herein or as required by law.

20. **RIGHT TO WITHHOLD:** If work under this Agreement is not performed in accordance with the terms hereof, the CLIENT will have the right to withhold, out of any payment due to PROVIDER, such sums as the CLIENT may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the CLIENT may apply such sums in such manner as the CLIENT may deem proper to secure itself or to satisfy such claims. The CLIENT will immediately notify the PROVIDER in writing in the event that it elects to exercise its right to withhold.

21. **TERMINATION:** Either party will have the right to terminate this Agreement with or without cause on ten (10) calendar days written notice to the other party before the effective date of such termination.

22. **PARTIAL TERMINATION:** The performance of work under this Agreement may be terminated by the Authority in part whenever the CLIENT shall deem such termination advisable. This partial termination shall be effected by delivering to the PROVIDER a Notice of Partial Termination specifying the extent to which the term and/or duties of this Agreement are terminated and the date upon which such termination becomes effective. The PROVIDER shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

23. **FALSE CLAIMS:**

(1) The PROVIDER warrants that it shall not, with respect to this Agreement, make or present any false claim against VIHFA. The PROVIDER acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

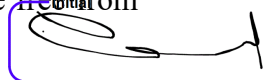
(2) The PROVIDER acknowledges that this Agreement may be funded, in whole or in part, by federal funds. The PROVIDER warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. The PROVIDER acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

24. **CONFLICT OF INTEREST:** The PROVIDER covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Agreement.

25. **WARRANTY OF NON-SOLICITATION:** The PROVIDER expressly warrants that it has not employed any person to solicit or obtain this Agreement on its behalf, or cause or procure the same to be obtained upon compensation in any manner, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection hereunder; and that it has not, in estimating the contract price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from



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obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this Agreement. Breach of this warranty shall give CLIENT the right to terminate this Agreement or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. **NO COLLUSION:** The PROVIDER shall not collude with other VIHFA vendors/service providers regarding CLIENT business or matters. The PROVIDER shall not enter into any business relationships with other CLIENT service providers regarding CLIENT business or matters, with the approval of the CLIENT, which approval may be withheld at the CLIENT’s sole discretion.

27. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, religion, sexual orientation, or national origin.

28. **AUTHORIZED REPRESENTATIVE:** The person executing this Agreement on behalf of contractor affirmatively represents that he has the requisite legal authority to enter into this Agreement on behalf of the PROVIDER and to bind the PROVIDER to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of the PROVIDER and the PROVIDER understand that the Authority is relying upon this representation in entering into this Agreement.

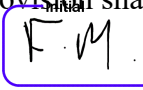
29. **NOTICE:** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

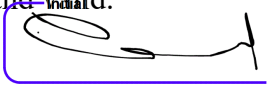
**CLIENT:** **Virgin Islands Housing Finance Authority**  
100 Lagoon Complex, Suite 4  
St. Croix, U.S. Virgin Islands 00840  
**Attention: Eugene Jones, Jr. Executive Director**

**PROVIDER:** **Real Tech Exterminating Services, LLC**  
P.O. Box 7368  
Christiansted, St. Croix  
U.S. Virgin Islands 00823  
**Attention: Franklin Marte, Owner**

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

30. **SEVERABILITY:** In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

  
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31. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed pursuant to the laws of the U.S. Virgin Islands. The parties shall submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the U.S. Virgin Islands.

32. **ENTIRE AGREEMENT:** This Agreement and any attachments hereto constitute the entire agreement between the parties hereto and all prior understandings or communications, written or oral, with respect to the work to be done under this Agreement are merged herein. In the event of a conflict or inconsistency between any of the contract documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:


1. This Agreement
2. CLIENT’s Request for Procurement
3. PROVIDER’s Proposal

33. **COUNTERPARTS:** This Agreement may be signed in counterparts, each of which will be deemed an original.

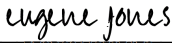
34. **ELECTRONIC SIGNATURE:** The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with applicable local and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is legally binding equivalent to their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that is an electronic record or electronic signature or that it is not in its original form or is not an original.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates below.

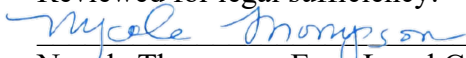
**REAL TECH EXTERMINATING, LLC**

Signed by:   
 BY: \_\_\_\_\_  
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 Franklin Marte, Owner  
 Date: 9-12-2025

**VIRGIN ISLANDS HOUSING FINANCE  
AUTHORITY**

Signed by:   
 BY: \_\_\_\_\_  
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 Eugene Jones, Jr., Executive Director  
 Date: 09/15/2025

Reviewed for legal sufficiency:

  
 Nycole Thompson, Esq., Legal Counsel

Date: 9/10/2025