

This Statement of Work #1 (“**SOW**”) is entered into between Academy, Ltd. d/b/a Academy Sports + Outdoors (“**Academy**”), a Texas limited partnership located at 1800 N. Mason Rd. Katy, Texas 77449, and Massey Services, Inc., (“**Vendor**”), a Florida Corporation located at 7101 John W. Carpenter Frwy., Dallas Texas 75247 pursuant to the terms of the Vendor Master Goods and Services Agreement entered into by the Parties and dated July 1, 2024 (the “**Agreement**”). Academy and Vendor may sometimes be referenced herein individually as “**Party**” or collectively as the “**Parties**.”

Notwithstanding anything to the contrary in this SOW and contrary to language in the attached documentation, the Agreement shall govern in the event of a conflict or inconsistency in terms.

For good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** The following capitalized terms shall have the meanings ascribed to them below. Any capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

1.1 “**SOW Effective Date**” shall mean August 1, 2024.

1.2 “**SOW End Date**” shall mean the earlier of August 1, 2026.

1.3 “**SOW Term**” shall mean the SOW Initial Term and any SOW Renewal Term, collectively.

1.4 “**SOW Year**” shall mean each consecutive twelve (12) month period commencing July 1 and ending July 2 the following calendar year that falls within the SOW Term.

2. **TERM AND TERMINATION.**

2.1 **SOW Term.** This SOW will commence on the SOW Effective Date and expires on the SOW End Date (the “**SOW Initial Term**”), and shall automatically renew on the same terms and conditions (including fees) for successive one (1) year terms (each an “**SOW Renewal Term**”).

2.1 **Termination.** This SOW may be terminated in accordance with the termination rights afforded to the Parties under the Agreement.

3. **SERVICES.**

3.1 **Services.** Commencing on the SOW Effective Date and continuing throughout the SOW Term, Vendor shall, in accordance with this SOW and the Agreement, be responsible for providing the products for use in Academy’s business and/or retail stores (the “**Services**”). See below and the attached Exhibit A for additional details.

3.2 **Vendor Expectations.**

A. Vendor must provide all labor, materials, tools and special equipment to preform pest control maintenance in stores listed in Exhibit A, interior

- sales floor, offices, restrooms, warehouse, vestibule and exterior perimeter where required.
- B. All work will be completed in a workman like manner, as mutually agreed by both parties. Any addition to the specifications involving extra cost above the Not To Exceed (NTE) amount must be approved by Academy Store Maintenance.
  - C. Vendor must perform a planned pest control maintenance visit to each Academy location, every other month as agreed upon, and perform Emergency Services as outlined within this SOW.
  - D. Vendor must provide unscheduled Emergency Service as requested through Academy Store Maintenance, and in accordance with emergency response parameters (respond by phone or in person within 4 hours and on-site within 24 hours for confirmed emergencies).
  - E. Vendor must provide pest control services and pest control maintenance at each Academy location; every other month as planned with services listed below. If Vendor has to make an additional trip to that same location, due to missed PMs-The Vendor will be financially responsible for the additional trip charge.
  - F. Provide pest control application (chemical or bait) throughout the interior of the store and perimeter on the outside of the building, when needed based on pest activity.
  - G. Provide an inspection of pest intrusion not listed in the preventive maintenance scope of work. Report needs for additional services to Academy Store Maintenance, within 72 hours of the inspection. On request, quote the cost to provide the additional services.
  - H. Reports for Emergency Services shall be provided to Academy Store Maintenance within 24 hours of the inspection.
  - I. Provide each store with MSDS for any chemicals used at that site.

### 3.3 Scope of Work.

- A. Pest control maintenance performed every other month or as needed by Academy, for covered pests which shall include Cockroaches, “House” ants (excluding Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants), Silverfish, centipedes, millipedes, earwigs, and Spiders (excluding Black Widow and Brown Recluse), Paper wasp nests 8’ and below in height.
- B. Covered Pest Guarantee – Vendor will return within 30 days of treatment should a problem still exist at no charge, provided documented sanitation conditions (older than 30 days) or structural conditions (older than 60 days) have been resolved.
- C. The following pests can be treated for an additional charge on a case-by-case basis: Fleas; Flies, including small flies; ticks; Black Widow Spiders; Brown Recluse Spiders; Clothes Moths, House Crickets, Scorpions, Mice, Rats, Bees and Stinging Insects (including Yellow Jackets, Hornets, and Wasps other than paper wasps under 8’ and below in height); Stored Product Pests; termites (subterranean, dry wood, damp wood); wood-boring beetles; bed bugs (*Cimex lectularius*); mosquitoes; birds; wildlife (raccoons, squirrels, opossums, skunks); and any other pests not specified.

- D. Pest control for these non-covered pests will be reactive maintenance as needed and bid separately on the bid sheet.

3.4 Requirements.

- A. Vendor is required to arrive with an approved work order number issued by Academy Store Maintenance through Academy electronic work order system and check in with the manger on duty (MOD) prior to service.
- B. Upon completion the Vendor must obtain a close out number from the MOD and the close out number must be included on the invoice to be processed. Vendor will be required to utilize the electronic work order system that Academy chooses.
- C. If a close out number is not available by MOD for any reason, then one will be provided by Store Maintenance at the end of the month. MOD signature will also suffice if close out number is not available at the time of service.
- D. Academy expects Vendor to arrive at each location adequately stocked with (Chemicals, Bait) and properly equipped to perform services as outlined.
- E. If additional services are needed, while Vendor is on site, call Store Maintenance via dedicated support line for approval. A Not-To-Exceed (NTE) amount will be established that will allow Vendor to perform additional services to a set amount without seeking pre-approval.
- F. Vendor will supply any lift equipment needed for bird control in scope as needed and at an additional cost quoted in the work order specific to that bird work.
- G. Vendor must adhere to all local and state guidelines.
- H. Schedule store visit every other month and obtain work order.
- I. Apply pest control (Chemicals, Bait, as needed).
- J. Provide SDS for any chemicals used.
- K. Obtain close out number from MOD after completion.
- L. Must be properly licensed if required by law.
- M. Must have valid driver's license.

3.5 Emergency Service.

- A. Vendor must respond to Emergency Service within four hours of a request being dispatched for each Emergency Service, as required by Academy, by phone or in person. Technician will be on-site within 24 hours for confirmed emergencies.
- B. **“Emergencies Service”** means pest issues which pose a health hazard or imminent threat to humans, such as biting or stinging pests; issues compromising food safety; or health department concerns/location closures.
- C. Emergency Services shall be available on a 24-hour, 7 days a week basis.
- D. To this end, the Vendor must maintain a manned call center on a 24 hour per day, 7 days per week basis and must have dedicated personnel available at all times to meet requirements.
- E. If Vendor does not provide Emergency Service within 24 hours, Academy may dispatch a provider of their choice.

3.6 Scheduling Work.

- A. All service work scheduled must be arranged on a consistent service date of the service rotation as coordinated with Academy representative during initial service (e.g., second Tuesday of each month). Reactive service will be arranged as needed with store manager or Academy representative when service is called in (within a window of time). Pre-calls for scheduling are not typically made.

4. FEES, INVOICES, AND ADDITIONAL COSTS.

- 4.1 Fees. In consideration of full and satisfactory completion of the purchase of the Services, Academy shall pay the invoiced amounts for corresponding Purchase Orders by project subject to the rates outlined in Exhibit A.

- A. Invoice must include the type of service, outlining the type of pest treatment and/or other work performed, along with the close out number provided by Academy Store Management.
- B. Invoices will not be paid without approved close out number. Preventative maintenance pest control invoices or any additional services invoices must be uploaded in Office Trax, or service request tracking provider used by Academy, by the 10th day of the month following service completion. A bulk upload template must be available to upload a consolidated invoice on a monthly basis.

- 4.2 Invoices.

- A. All pest control invoices for additional services must be uploaded into the work order system of Academy's choice within 10 days of service completion. All pest control PM and credit invoices must be uploaded into the work order system of Academy's choice by the 10th day of the month following service completion. Any services outside of normal cadence will need to be approved by Academy Store Maintenance prior to completion.
- B. Vendor must use Academy's current computerized maintenance management system. Vendor is responsible to contact, get trained, and pay system annual fees.
- C. Vendor must be set up in Office Trax within one month of contract acceptance and is required to pay an annual fee to Office Trax for the Bronze system.
- D. Invoices shall be sent electronically into Office Trax and sent electronically to the following:  
Attn: smvendorinvoicing@academy.com

- 4.3 Additional Costs.

- A. Any fees, costs or expenses, including but not limited to travel expenses, etc., ("**Additional Costs**") exceeding the Fees set forth in Section 4.1 must be disclosed and approved by Academy in advance of any such Additional Costs being incurred. Academy will have no liability for any Additional Costs which are not disclosed and approved in advance.
- B. Approved Additional Costs must be billed on a pass-through basis, without

markup.

- C. Any Additional Costs associated with travel are subject to Academy's Travel Expense Policy – Vendors available at vendor.academy.com.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date set forth above.

**ACADEMY**

Academy, Ltd. d/b/a  
Academy Sports + Outdoors  
By: Academy Managing Co., L.L.C.  
Its General Partner

*Marshall Bachus*

Marshall Bachus (Jul 19, 2024 08:44 CDT)

Authorized Signature

**Marshall Bachus**

Printed Name

**VP L&D/TA**

Title

**VENDOR**

Massey Services, Inc.

*Jonathan Hooper*

Jonathan Hooper (Jul 19, 2024 08:42 CDT)

Authorized Signature

**Jonathan Hooper**

Printed Name

**Senior Director of Commercial Sales**

Title

Statement of Work #1

**EXHIBIT A**

State	All Inclusive Pest Control Maintenance Price with Tax	Fire Ants Price per SF Performed During Maintenance with Tax	Raspberry Ants Price per SF Performed During Maintenance with Tax	Termite price per LF Performed During Maintenance with Tax
Alabama	\$85.00	\$0.15	\$0.25	\$5.00
Florida	\$91.38	\$0.16	\$0.27	\$5.38
Georgia	\$85.00	\$0.15	\$0.25	\$5.00
Louisiana	\$85.00	\$0.15	\$0.25	\$5.00
North Carolina	\$85.00	\$0.15	\$0.25	\$5.00
Oklahoma	\$85.00	\$0.15	\$0.25	\$5.00
South Carolina	\$85.00	\$0.15	\$0.25	\$5.00
Tennessee	\$85.00	\$0.15	\$0.25	\$5.00
Texas	\$92.01	\$0.16	\$0.27	\$5.41
Virginia	\$85.00	\$0.15	\$0.25	\$5.00

State	Hourly Rate	After Hours Rate	Holiday Rate	Emergency Service Rate
Alabama	\$125.00	\$185.00	\$250.00	\$185.00
Florida	\$125.00	\$185.00	\$250.00	\$185.00
Georgia	\$125.00	\$185.00	\$250.00	\$185.00
Louisiana	\$125.00	\$185.00	\$250.00	\$185.00
North Carolina	\$125.00	\$185.00	\$250.00	\$185.00
Oklahoma	\$125.00	\$185.00	\$250.00	\$185.00
South Carolina	\$125.00	\$185.00	\$250.00	\$185.00
Tennessee	\$125.00	\$185.00	\$250.00	\$185.00
Texas	\$125.00	\$185.00	\$250.00	\$185.00
Virginia	\$125.00	\$185.00	\$250.00	\$185.00

**\*Services include all Academy store locations located in the above States**