

SERVICE CONTRACT

For the Treatment of Bed Bugs (*Cimex lectularius* Linnaeus)

This contract provides for the retreatment of the areas of the covered structure(s) infested by bed bugs. COMPANY is not responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings or contamination of bed bugs or any other insects.

Date: _____ Account Number: _____

Customer Name: _____

Customer Address: _____

Work Phone: _____ Home Phone: _____

Treatment Address: _____

Structure(s) Treated: _____

This Service Contract for Treatment of Bed Bugs (hereinafter referred to as the "Contract"), entered into by and between the customer named above ("Customer") and COMPANY, provides for treatment of Bed Bugs (*Cimex lectularius* Linnaeus) by COMPANY as defined and under the terms set forth below. This Contract does not provide protection against any other pests, including household pests, etc.

For the sum of \$ _____, COMPANY will provide the services described below for a period of _____ and is effective ____/____/____ through ____/____/____. This contract may be renewed after the expiration of the original period for a renewal fee of \$ _____, unless either party provides written notice of non-renewal thirty (30) days prior to the expiration of the Contract period. Either party may cancel this Contract at any time on thirty (30) days written notice to the other party. The renewal fee may be adjusted at the sole discretion of COMPANY. Customer understands that COMPANY's liability under this Contract is limited to providing a **REMEDIAL TREATMENT ONLY** and in no way, implied or otherwise, is COMPANY responsible for the repair or replacement of any content of the structure(s).

1. DESCRIPTION OF SERVICE. COMPANY will provide services for the control of Bed Bugs within the structure in the following manner: _____

This Contract does not, under any circumstances, provide for treatment for or control of any other insect or organism not specifically listed in this Contract, and particularly not household pests.

2. SERVICES PROVIDED. COMPANY will conduct a thorough visible inspection of the premises for evidence of infestation by Bed Bugs and will provide treatment for the control of the Bed Bugs as determined appropriate by COMPANY. COMPANY will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Contract "control" is defined as the periodic eradication of existing bed bug infestations within practical limits.

3. AREAS SERVICED. COMPANY will apply treatment, as it deems appropriate, to all potential bed bug harborage areas within the

structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event COMPANY is denied access to the interior of the structure, COMPANY will not provide treatment and Customer agrees to pay a service charge for a return visit to provide treatment of the structure.

4. CUSTOMER'S OBLIGATIONS. Customer agrees to maintain the premises subject to this contract in a condition, which does not promote infestations by Bed Bugs. Specifically, Customer agrees, to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

5. PERFORMING THE WORK. COMPANY will perform the work in a workman-like manner. COMPANY will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall COMPANY be responsible for damage caused by COMPANY at the time the work is performed except those damages resulting from gross negligence on the part of COMPANY.

6. CHANGE IN LAW. This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state or local law or regulation be changed regarding COMPANY services or treatment, COMPANY may take whatever steps are necessary to comply with said laws.

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract (**specifically including the Specific Exclusions contained in Paragraph 14**) with all its terms and conditions without limitation, and it being specifically understood that COMPANY, and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise. **Customer may cancel this Contract at any time prior to midnight of the third (3rd) business day after execution of this Contract.**

Customer _____ Date _____

Customer _____ Date _____

By _____ Date _____

(As Representative For COMPANY)

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE ►►

7. LIMITS OF LIABILITY. Although COMPANY will exercise reasonable care in performing services under this Contract, COMPANY will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by COMPANY. Further, under no circumstances will COMPANY be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings or contamination of bed bugs or any other insects, spiders, rodents, or beetles. COMPANY's representatives are not medically trained to diagnose bed bug borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, COMPANY will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. COMPANY's liability is specifically limited to the labor and products necessary to help reduce bed bug populations.

8. NON-PAYMENT. Customer will pay COMPANY's invoices upon receipt. COMPANY may terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due COMPANY, COMPANY shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due COMPANY. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.

9. TERMINATION. COMPANY's liability under this Contract will terminate and COMPANY will be excused from the performance of any obligations under this Contract should 1) Customer allow another pest control operator and/or COMPANY to treat the subject structures(s) during any term hereof, 2) Customer utilize any home remedy products, "do-it-yourself" products, over-the-counter products or any chemicals to eradicate bed bugs, termites, insects, spiders, beetles or rodents that could cause a negative resolution or chemical reaction, or 3) COMPANY be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond COMPANY's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow COMPANY access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

10. ENTIRE CONTRACT. This Contract, together with any attachment(s), if any, signed by COMPANY and Customer constitutes the entire Contract between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.

11. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim under the terms of the Contract must be made immediately in writing to COMPANY. COMPANY is only obligated to perform under this Contract if Customer allows COMPANY access to the identified structure for any purpose contemplated by the Contract, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Customer or required by the Contract and requested or considered necessary by COMPANY.

12. SEVERABILITY. If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.

13. TRANSFERABILITY: This contract will terminate upon transfer of ownership of the described structure(s). However, COMPANY, at its discretion, may transfer the contract to a new purchaser provided the new customer signs a transfer addendum, pays a fee to cover the administrative cost of the transfer, and pays the renewal as established by the COMPANY. Upon transfer of this Contract to a new owner at the discretion of the COMPANY, this Contract shall thereafter provide for the retreatment of the covered structure only.

14. SPECIFIC EXCLUSIONS: The Contract does not cover and COMPANY will not be responsible for:

- 1) Damage resulting from moisture conditions, including but not limited to fungus or mold, whether visible or not'
- 2) Damage resulting from any wood destroying organisms;
- 3) Expenses related to the replacement of linen, upholstery, furniture, mattress, soiling or related costs;
- 4) Expenses related to medical evaluation or treatment for bites associated bed bugs;
- 5) Damages or expenses for any claim of personal injury related to an infestation of bed bugs;
- 6) Loss of income claimed to be related to any bed bug bites or associated illnesses;
- 7) Additional exclusions: _____

These specific exclusions are in addition to the other exclusions contained in this Contract.

COMPANY Rep. Initials Customer's Initials Customer's Initials

15. CHEMICAL SENSITIVITY. If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify COMPANY in writing, in advance of treatment of the structure(s). COMPANY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against COMPANY in connection with such sensitivity.

16. CHOICE OF LAW: This Contract shall be constructed and enforced in accordance with the laws of the State which the structure is located.

NOTE: This contract must conform with the COMPANY's state agricultural department/plant board. The COMPANY is encouraged to have this contract reviewed by a licensed attorney to ensure it complies with all state and local laws.