

**SERVICE AGREEMENT FOR THE TREATMENT OF
BED BUGS (*Cimex lectularium* Linnaeus)**

This Service Agreement provides for the retreatment of areas of the covered structure(s) infested by Bed Bugs for a period of 30 days from the initial treatment date. Facility Pest Control, Inc. does not guarantee any treatment beyond 30 days. Facility Pest Control, Inc. 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 or pests.

Date: _____ Account Number: _____
Customer Name: _____
Customer Address: _____
Work Phone: _____ Home Phone: _____
Treatment Address: _____
Structure(s) Treated: _____

This Service Agreement for Treatment of Bed Bugs (hereinafter referred to as "Agreement"), entered by and between the Customer named above ("Customer") and Facility Pest Control, Inc., provides for treatment of Bed Bugs (*Cimex lectularium* Linnaeus) by Facility Pest Control, Inc. as defined under the terms set forth below. This Contract does not provide protection against any other insects or organisms.

For the sum of \$_____, Facility Pest Control, Inc. will provide the services described below for a period of thirty (30) days and is effective ___/___/___ through ___/___/___ . (Either party may cancel this Agreement at any time on thirty (30) days written notice to the other party.) Customer understands that Facility Pest Control, Inc.'s liability under this Agreement is limited to providing a REMEDIAL TREATMENT ONLY, and in no way, implied or otherwise is Facility Pest Control, Inc. for the repair or replacement of any part of the structure and/or any content in the structure.

I. SCOPE OF SERVICES.

A. Service Agreement is a cooperative effort between Facility Pest Control, Inc. and the Customer.

B. Facility Pest Control, Inc. will provide services for the control of Bed Bugs within the structure as follows:

(1) The rooms or areas where work will be performed includes _____

(2) Facility Pest Control, Inc. will:
(a) provide an inspection of the areas (listed above) to document evidence of Bed Bug activity;
(b) provide an inspection of any adjacent units as applicable and as accessible for bed bug activity;
(c) provide material applications to the above listed areas for Bed Bugs in accordance with the directions of the product manufacturer, the USEPA approved labels and the requirements of federal and state laws and regulations;
(d) inspect the serviced structure the day following the application to confirm results and to release the structure to the owner for use;

- (e) (* provide weekly inspections to the serviced areas for four (4) weeks following the initial treatment)
- (f) Retreat the serviced areas if Bed-Bug activity is found during any of the four (4) weekly follow up inspections. Any such retreatment will be at no costs to the customer. The means and method of retreatment will be at the discretion of Facility Pest Control, Inc.

C. Services will be provided for Bed Bugs (*Cimex lectularium* Linnaeus) only. This Agreement does not, under any circumstances, provide for treatment for or control of any other insect or organism not specifically listed in this Agreement and particularly not household pests.

- (1) For the purpose of this Service Agreement, the term “control” is defined as the periodic eradication of existing bed bugs, detected within the serviced areas treated in the structure, with practical limits.

D. Facility Pest Control, Inc. will take appropriate steps and precautions to treat Customer’s structure; however, this Agreement Does not guarantee against any present or future claims to the structure or contents nor does it provide for the Compensation or repair of same (See Specific Exclusions herein).

E. Customer Agrees that:

- (1) Facility Pest Control, Inc ‘s initial service is identified in Paragraph I-B. above and is limited as specified for treatment of bed bugs;
- (2) Customer further agrees to make the structure available for inspection and service in order to maintain the effectiveness of Facility Pest Control, Inc.’s services and to assist Facility Pest Control, Inc. in identifying and correcting existing and potential conducive conditions by contacting Facility Pest Control, Inc. in writing if such issues become present;
- (3) Customer will, in accordance with the Bed Bug Service checklist provided by Facility Pest Control, Inc., secure the affected structure to prevent movement of bed bugs to other areas of the property;
- (4) In accordance with the Bed Bug Service Checklist, bag and seal all bed linens, spreads, covers, pillows, etc. within the affected structure to be serviced;
- (5) Provide access to the affected structure for Facility Pest Control, Inc. to inspect for evidence of bed bug activity.

F. Facility Pest Control, Inc. will provide services and treatment as it deems Appropriate to include potential bed bug harborage areas within the structure.

II. PERFORMING THE WORK. Facility Pest Control, Inc. will perform the work in a workmanlike manner. Facility Pest Control, Inc. 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 Facility Pest Control, Inc. be responsible for damage caused by Facility Pest Control, Inc. at the time the work is performed except those damages resulting from gross negligence on the part of Facility Pest Control, Inc.

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

- IV. LIMITS OF LIABILITY.** Although Facility Pest Control, Inc. will exercise reasonable care in performing services under this Agreement, Facility Pest Control, Inc. will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by Facility Pest Control, Inc. Further, under no circumstances will Facility Pest Control, Inc. be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings or contamination by bed bugs or any other insects, spiders, rodents or beetles, fungus or mold, termites and any other wood destroying insect or organisms.. Facility Pest Control, Inc.'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, Facility Pest Control, Inc. 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. Facility Pest Control, Inc.'s liability is specifically limited to the labor and products necessary to help reduce bed bug populations.
- V. NON-PAYMENT.** Customer will pay Facility Pest Control, Inc's invoices upon receipt. Facility Pest Control, Inc. may terminate this Agreement 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 Facility Pest Control, Inc., Facility Pest Control, Inc. shall be entitled to recover from Customer all reasonable costs collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Facility Pest Control, Inc. 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 Agreement and any extension of its term will be effective only upon payment of the charges as provided herein.
- VI. TERMINATION.** Facility Pest Control, Inc.'s liability under this Agreement will terminate and Facility Pest Control, Inc. will be excused from the performance of any obligations under this Agreement should (1) Customer allow another pest control operator and/or company to treat the subject structure(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; (3) Facility Pest Control, Inc. be prevented or delayed from fulfilling its responsibilities under the terms of this Agreement by reasons or circumstances reasonably beyond David Exterminators, Inc.'s control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constitutes government authority, strike, acts of God, or refusal of Customer to allow Facility Pest Control, Inc. access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Agreement.
- VII. ENTIRE AGREEMENT.** This Agreement, together with any attachment(s), if any, signed by Facility Pest Control, Inc. and customer constitutes the entire Agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.
- VIII. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of this Agreement must be made immediately in writing to Facility Pest Control, Inc. Facility Pest Control, Inc. is only obligated to perform under this Agreement if Customer allow Facility Pest Control, Inc. access to the identified structure for any purpose contemplated by the Agreement, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Customer or required by the Agreement and requested or considered necessary

by Facility Pest Control, Inc.

- IX. SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement will remain in full force and effect.
- X. TRANSFERABILITY.** This Agreement will terminate upon transfer of ownership of the described structure(s).
- XI. SPECIFIC EXCLUSIONS.** The Agreement does not cover and Facility Pest Control, Inc. will not be responsible for: (a) expenses related to the replacement of linen, upholstery, furniture, mattress or related costs; (b) expenses related to medical evaluation or treatment for bites associated with bed bugs; (c) damages or expenses for any claim of personal injury related to an infestation of bed bugs; (d) loss of income claimed to be related to any bed bug infestation bites or associated illnesses; (e) damages or injuries regarding health related issues and/or indoor air quality issues; (f) damage and/or treatment caused by infested wood and/or furniture or other items introduced into the structure after treatment by David Exterminators, Inc.; (g) any personal expenses; (h) any lab work; (i) any air or other samples; (j) Facility Pest Control, Inc. will not be responsible for clearing carpet or carpet pads or mattresses or box springs or other furniture or removal or repair of same; (k) damage or loss of personal property due to customers and/or occupants failure to comply with the specific instructions provided by Facility Pest Control, Inc.; (l) loss of income claimed to be related to any bed-bug interactions, including bites or associated illnesses; (m) any present or future insect damage to the structure(s) or contents, or provide for the compensation or repair of the same; (n) damage or loss of personal property resulting from lack of security or acts of third parties; (o) Facility Pest Control, Inc. disclaims any liability for special, incidental or consequential damages. The Guarantee stated in this Agreement is given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose; (p) Facility Pest Control, Inc.'s liability is specifically limited to the labor and products necessary to remediate bed bug infestation.
- XII. DISCLAIMER & LIMITED LIABILITY NOTICE.** Nice Exterminator's liability under this Agreement will terminate if Facility Pest Control, Inc. is prevented from fulfilling its responsibilities under this Agreement by circumstances or causes beyond the control of Facility Pest Control, Inc., Facility Pest Control, Inc. does not guarantee nor represent that bed-bugs will not return at some future date. Facility Pest Control, Inc. and its employees are further limited in liability to the fee paid by the Customer for the Scope of Services identified herein in the event that Customer or any third party claimant is successful in a claim that Facility Pest Control, Inc. was or is in any way liable for negligently performing the Scope of Services or any other reason or claim that Facility Pest Control, Inc. has not fully satisfied all of its obligations arising hereunder.

The inspection(s) and/or treatment contained in the Scope of Services DO NOT CONSTITUTE A WARRANTY OR INSURANCE POLICY OF ANY KIND. There are no warranties or guarantees provided by Facility Pest Control, Inc. regarding this Agreement, other than Facility Pest Control, Inc. will retreat the structure as outlined herein.

- XIII. Binding Arbitration-**The customer and The Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of this contract or to the treatment of or rendering of services to the identified property in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by arbitration. The arbitrator shall be a licensed legal representative, independent, mutually agreed upon, and to

the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Contract. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorney's fees, with respect to such suit and the arbitration award shall so provide..

XIV. 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, have an immunity deficiency, HIV, OR IF Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify Facility Pest Control, Inc. in writing, in advance of treatment of the structure(s). Facility Pest Control, Inc. 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 Facility Pest Control, Inc. in connection with such sensitivity.

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

Customer

Date

By: _____
(Representative of Facility Pest Control, Inc.)

Date