

SERVICE AGREEMENT

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

This Agreement provides for the treatment of the areas of the covered structure(s) infested by bed bugs. AGAPE PEST CONTROL 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: _____

In City or Town Limit YES NO TOWN OR CITY OF: _____

This Service Agreement for Treatment of Bed Bugs entered into by and between the customer named above and **AGAPE` PEST CONTROL**, provides for treatment of Bed Bugs (*Cimex lectularius* Linnaeus) by **AGAPE` PEST CONTROL** as defined and under the terms set forth below. For the Initial sum of \$ _____, and Monthly Treatment and/or Inspections at the cost of \$ _____ **AGAPE` PEST CONTROL** will provide the services described below and is effective continually unless either party provides written notice to cancel this agreement. Customer understands that **AGAPE` PEST CONTROL`**s liability under this Service Agreement is limited to providing a **REMEDIAL TREATMENT ONLY** and in no way, implied or otherwise, is **AGAPE` PEST CONTROL** responsible for the repair or replacement of any content of the structure(s).

1. DESCRIPTION OF SERVICE:

AGAPE` PEST CONTROL will provide services for the control of Bed Bugs within the structure in the following manner:

This Service Agreement does not, under any circumstances, provide for treatment for or control of any other insect not specifically listed in this Service Agreement and particularly not household pests unless noted below.

2. SERVICES PROVIDED:

AGAPE` PEST CONTROL 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 **AGAPE` PEST CONTROL**. **AGAPE` PEST CONTROL** 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 Service Agreement is defined as the periodic eradication of existing bed bug infestations within practical limits.

3. AREAS SERVICED:

AGAPE` PEST CONTROL 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 **AGAPE` PEST CONTROL** is denied access to the interior of the structure **AGAPE` PEST CONTROL** services the exterior and charges the customer normal rate.

4. CUSTOMER'S OBLIGATIONS:

Customer agrees to maintain the premises subject to this Service Agreement 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. Any bedtime clothing, bedding, laundry or washable items must be placed in the dryer on HIGH HEAT immediately to prevent movement of insects.

5. PERFORMING THE WORK:

AGAPE` PEST CONTROL will perform the work in a workman-like manner. **AGAPE` PEST CONTROL** 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 **AGAPE` PEST CONTROL** be responsible for damage caused by **AGAPE` PEST CONTROL** at the time the work is performed except those damages resulting from gross negligence on the part of **AGAPE` PEST CONTROL**.

6. CHANGE IN LAW:

This Service 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 Service Agreement is executed. Should any federal, state or local law or regulation be changed regarding **AGAPE` PEST CONTROL** services or treatment, **AGAPE` PEST CONTROL** may take whatever steps are necessary to comply with said laws.

By signing this Agreement, I, the Customer, certify that I have read and fully understand the provisions of this Agreement (specifically including the Specific Exclusions contained in Paragraph 14) with all its terms and conditions without limitation, and it being specifically understood that **AGAPE` PEST CONTROL**, 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.

7. LIMITS OF LIABILITY: Although **AGAPE` PEST CONTROL** will exercise reasonable care in performing services under this Contract, **AGAPE` PEST CONTROL will not be liable for injuries or damage to persons, property, birds, animals or vegetation**, except those damages resulting from gross negligence by **AGAPE` PEST CONTROL**. Further, **under no circumstances will AGAPE` PEST CONTROL 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.** **AGAPE` PEST CONTROL'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, **AGAPE` PEST CONTROL** 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. **AGAPE` PEST CONTROL'S** liability is specifically limited to the labor and products necessary to help reduce bed bug populations.

8. NON-PAYMENT: Customer will pay **AGAPE` PEST CONTROL'S** invoices upon receipt for the first visit. **AGAPE` PEST CONTROL** may terminate this agreement if payment reaches 60 (sixty) days past due of the date of invoice. In the event legal action is necessary to collect any amount due to **AGAPE` PEST CONTROL**, **AGAPE` PEST CONTROL** shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses. This Agreement and any extension of its term will be effective only upon payment of the charges as provided herein.

9. TERMINATION: **AGAPE` PEST CONTROL'S** liability under this Contract will terminate and **AGAPE` PEST CONTROL** will be excused from the performance of any obligations under this Agreement should

- 1) Customer allow another pest control operator and/or **AGAPE` PEST CONTROL** to treat the subject structure(s) during any term hereof,
- 2) Customer utilizes 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) **AGAPE` PEST CONTROL** be prevented or delayed from fulfilling its responsibilities under the terms of this Agreement by reasons or circumstances reasonably beyond **AGAPE` PEST CONTROL'S** control, including, but not limited to, acts of God, or refusal of Customer to allow **AGAPE` PEST CONTROL** access to the structure(s) **(customer won't let tech schedule or refusal to answer door)** for the purpose of treatment or carrying out the terms and conditions of this Contract. Service under such condition service may be terminated. Schools, CPS, or law enforcement that has been previously notified may be notified of termination of service.

10. ENTIRE AGREEMENT: This Agreement, together with any attachment(s), if any, signed by **AGAPE` PEST CONTROL** 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.

11. NOTICE OF CLAIMS, ACCESS TO PROPERTY: Any claim under the terms of the Agreement must be made immediately in writing to **AGAPE` PEST CONTROL**. **AGAPE` PEST CONTROL** is only obligated to perform under this Agreement if Customer allows **AGAPE` PEST CONTROL** 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 **AGAPE` PEST CONTROL**.

12. 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.

13. TRANSFERABILITY: This Agreement will terminate upon transfer of ownership of the described structure(s). However, **AGAPE` PEST CONTROL**, at its discretion, may transfer the Agreement 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 **AGAPE` PEST CONTROL**. Upon transfer of this Agreement to a new owner at the discretion of the **AGAPE` PEST CONTROL**, this Agreement shall thereafter provide for the re-treatment of the covered structure only.

14. SPECIFIC EXCLUSIONS: The Agreement does not cover and **AGAPE` PEST CONTROL** 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 Agreement.

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 **AGAPE` PEST CONTROL** in writing, in advance of treatment of the structure(s).

AGAPE` PEST CONTROL reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer assumption of risk and waiver of any claims against **AGAPE` PEST CONTROL** in connection with such sensitivity. **AGAPE` PEST CONTROL** does not accept a diagnosis from a family physician concerning Pesticide Sensitivity. **AGAPE` PEST CONTROL** the right to request a report or diagnosis from a Toxicologist at the customer's expense.

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

INITIAL TREATMENT \$ _____

MONTHLY TREATMENT \$ _____

TOTAL NUMBER OF TREATMENTS _____

CUSTOMER'S SIGNATURE: _____

DATE: _____

NOTE: This contract must conform to the Indiana State Chemist. **AGAPE` PEST CONTROL** is encouraged to have this agreement reviewed by a licensed attorney to ensure it complies with all State and local laws.

GENERAL PEST CONTROL SERVICE INCLUDED?

- YES NO