

## Bergs Pest Control - SERVICE CONTRACT

This wildlife prevention contract, made between the customer (Homeowner), and Bergs Pest Control, for labor and material in connection with the wildlife prevention (Project) on the premises located at (See address attached to your estimate). Owner and Bergs Pest Control agree as set forth below:

1. Scope of Work. Bergs Pest Control will furnish labor, equipment, and material (the Work) as provided by the Estimate Document (hereby incorporated into this Contract) to the Project as more specifically described in the Estimate Document.
2. Owner Requirements. Owner, in addition to other duties and obligations as provided by the Contract Documents, will:
  - a. furnish accurate information to Bergs Pest Control regarding the wildlife issues;
  - b. promptly respond to questions and issues raised by Bergs Pest Control regarding the Project or Contract Documents, including, but not limited to, selection of allowance items, materials, and colors required during the Project, Owner's phone number (see estimate); and
  - c. provide and authorize the use of a credit card to be charged upon the completion of the Project for any remaining balance owed to Bergs Pest Control.
3. Contract Documents. The following documents, construed together and in a complimentary manner, form the Contract (Contract Documents):
  - a. the Contract;
  - b. the Estimate;
  - c. Change Work Order; and
  - d. any attached addenda or exhibits.

In the event of a conflict between the Contract and the Estimate, the Estimate will govern. In the event of a conflict between the Estimate and the Change Work Order, the Change Work Order will control. Work not included in the Contract Documents will not be required of Bergs Pest Control unless clearly inferred as necessary to produce the result. If the materials specified are not available, Bergs Pest Control may substitute materials of similar quality and kind.

4. Bergs Pest Control's License. Bergs Pest Control warrants that it is properly licensed to perform the Work called for by the Contract Documents and will remain so during the performance of the Work.
5. Time for Completion. The Owner will be placed on the schedule a day for Bergs Pest Control to begin Work, depending on the scope of the Project and weather dependent, the Owner may have to be scheduled for more than one day. After the Project is complete, Bergs Pest Control will return to remove any prevention equipment that may have been left on the Property (this includes one-way bat doors), it is up to the Owner to schedule a day for Bergs Pest Control to return.
6. Contract Price. The Owner will pay to Bergs Pest Control for the Project, and subject to additions and deductions by change orders, according to the Estimate Document (Contract

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Price). One half is due before Work begins and the remainder is due according to payment timeline found on the Estimate provided.

7. Change Orders. Owner or Bergs Pest Control may request that Bergs Pest Control add to, change, or delete from the scope of Work, and the Contract Price and time for completion will be adjusted accordingly. The Owner and Bergs Pest Control must mutually agree to the change in price and time in writing. Bergs Pest Control will not proceed with any requested change in the Work until a change is agreed on in writing. Payment for a change in the Work, including any increase in allowance items, will be paid in advance before the change work begins, or subject to Article VIII. If Owner requires Bergs Pest Control to perform work that Bergs Pest Control contends is outside the scope of Work required by the Contract, Bergs Pest Control will notify the Owner. The dispute regarding the scope of the Work will be decided by binding arbitration as provided in this Contract.

8. Applications for Payment. On the date this Contract is executed, the Owner will pay Bergs Pest Control a deposit of half of the amount according to the Estimate Document. This amount will be applied to the Contract Price. After that, the remainder will be due upon the completion of the Project per the payment timeline. The Project is complete when all prevention work is complete and Bergs Pest Control says it is completed, one-way bat doors and other prevention equipment may be left on the property for a set amount of time which will be discussed with the Owner.

A. On the occurrence of the following installations and notification by Bergs Pest Control to the Owner, the Owner will pay half the estimate at commencement and the remainder upon completion.

B. Owner will pay Bergs Pest Control no later than 30 days from the receipt of a final invoice.

C. Owner will provide and authorize Bergs Pest Control to charge a credit card if the balance of the Contract remains unpaid after the completion of the work.

9. Inspection and Testing. Bergs Pest Control will facilitate all inspections called for by the Contract Documents at its expense.

10. Waiver of Subrogation. Owner waives subrogation against Bergs Pest Control on all property and consequential loss policies carried by Owner during and after completion of the Work. If the insurance policies require an endorsement to provide for continued coverage when there is a waiver of subrogation, the policy Owner will cause them to be so endorsed.

11. Indemnity. The Owner will indemnify and hold Bergs Pest Control harmless from and against any and all claims, except gross negligence. This includes any health issues that may be a result of wildlife. This Article does not waive Bergs Pest Control's liability due to a breach of this Contract.

12. Attorney Fees. In the event of arbitration between the parties to this Contract, the arbitrator may award reasonable attorney fees to the prevailing party.

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13. Termination of Contract. Either Party may terminate this Contract at any time for any reason. Termination must be in writing, signed by the party terminating the Contract. Termination of this Contract does not release the Owner from any amount due to Bergs Pest Control for work completed. If the Contract is terminated before prevention work begins, the Owner will be liable to Bergs Pest Control for a \$195 inspection fee. Termination after prevention work has started, the amount due will be decided by Bergs Pest Control at Bergs Pest Control's sole discretion.

14. Cleanup and Storage. Bergs Pest Control will keep the job site in a clean condition consistent with normal construction practices and will leave the residence in a broom-clean condition. Bergs Pest Control will be permitted to store materials, tools, and equipment on-site during Work.

15. Successors and Assigns. Neither party may assign this Contract without the written consent of the other party. The provisions of this Contract are binding on Bergs Pest Control and on the assigns and successors of the Owner.

16. Warranty. Warranty information for wildlife prevention can be found on Bergs Pest Control's website at [bergspest.com](http://bergspest.com).

17. Arbitration. All claims or disputes arising out of this Contract or its breach will be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. This Contract to arbitrate will be specifically enforceable in accordance with applicable law in any court that has jurisdiction. Notice of the demand for arbitration will be filed in writing with the other party and with the American Arbitration Association and will be made within a reasonable time after the dispute has arisen. Any claim not submitted to arbitration within one year after the event giving rise to the claim will be barred. The arbitrator's decision will be final and binding on Owner and Bergs Pest Control, and a judgment for enforcement will be entered by a court of competent jurisdiction. Owner and Bergs Pest Control agree that all arbitration hearings will be held in Oakland County, Michigan.

18. No Other Agreement. This Contract and the Contract Documents incorporated in it is the entire agreement between the parties. No oral or written communication or negotiations that occurred before the execution of this Contract will be considered to be part of this agreement. This Contract may be modified only by a written document signed by both parties or by a written change order as provided in this Contract. This Contract will be governed by the laws of the state of Michigan.

19. Choice of Law. This Contract is to be governed under the laws of the state of Michigan.

20. Severability. If any provision in this agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.