

Your Company Name
Address
City, State Zip
Phone Number(s)

- Commercial
 Multi-Family
 Residential

BED BUG HEAT TREATMENT AGREEMENT

Treatment Location:

Billing Location:

Contact: _____
Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Phone: _____
Email: _____

Account #: _____
Contact: _____
Name: _____
Address: _____
City, State, Zip: _____
Phone: _____ Phone: _____
Email: _____

Nature and Scope of Agreement: Your Company Name Bed Bug Inspection and Heat Treatment Plan.

The Agreement contained within has been designed for the management of Bed Bugs in combination with proper client cooperation. The application of heat as a method to control Bed Bugs can cause the migration of Bed Bugs to or from adjacent units/areas. All units and areas attached to the treated unit must be inspected and or monitored for Bed Bug activity. If Customer does not allow us to perform the adjacent unit(s)/areas inspection/monitoring no guarantee for this service will be issued.

Type of Service To Be Provided: <input type="checkbox"/> Low-Moderate <input type="checkbox"/> High		Guarantee To Be Issued: <input type="checkbox"/> Specified Below <input type="checkbox"/> No Guarantee	
Treatment Location: Bldg. _____	Unit. # _____	Treatment Areas: _____	
Resident(s) or lease number currently occupying this unit? _____			
<input type="checkbox"/> Vacant Unit How long has unit been vacant? _____		When do you plan to re-lease this unit? _____	
Number of existing beds? _____		Mattresses? _____	Box Springs? _____
Level of infestation: <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High		Determined By: <input type="checkbox"/> Basic Verification <input type="checkbox"/> In Depth Invasive Inspection <input type="checkbox"/> K-9 Inspection <input type="checkbox"/> DNA	

Type of Treatment: <input type="checkbox"/> Heat Treatment Only <input type="checkbox"/> Heat and Chemicals		<i>Note: If heat only is chosen, no guarantee will be issued.</i>			
Pricing: The fees shown below are the minimum amounts for this service. Due to job situations, other fees may apply.					
A. Heat Treatment:	\$ _____	Discount: \$ _____	Amount: \$ _____	Sales Tax: \$ _____	Initial: _____
B. Follow-Up:	\$ _____	Discount: \$ _____	Amount: \$ _____	Sales Tax: \$ _____	Follow-Up(s): _____
C. Climb-ups included in this service:	Reg. _____	Lg. _____	Amount: \$ _____	Sales Tax: \$ _____	Climb-Ups: _____
D. # Indv. Encasements:	Cost of Encasements: _____		Amount: \$ _____	Sales Tax: \$ _____	Encasements: _____
Size of Encasement(s): _____					
Notes: _____					
Estimated Fee A, + B, + C, + D: This amount could change based on the actual level of infestation determined on completion of the initial treatment.					

Reason for Discount: <input type="checkbox"/> Coupon <input type="checkbox"/> Preferred Customer <input type="checkbox"/> Other: _____			
<input type="checkbox"/> Bill Customer <input type="checkbox"/> Due on Completion - Pick Up Payment <input type="checkbox"/> Paid By: <input type="checkbox"/> Cash <input type="checkbox"/> Check Number: _____			
<input type="checkbox"/> Amex <input type="checkbox"/> Discover <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa	Acct. # _____	Sec. Code: _____	Exp. Date _____

By approving this service contract the Customer agrees to allow Your Company Name to schedule all required treatments shown above. If the Customer does not allow Your Company Name to complete all the required treatments we will not be able to guarantee this service.

Steps to Solving a Bed Bug Infestation:

- A: Verification** - Determine the presence of Bed Bugs.
- B: Estimate.**
- C: Initial treatment using heat technology** - This treatment will be performed once Bed Bugs are verified to be present in the structure. During the heat treatment the exact level of infestation will be determined. If our standard heat and chemical application is being provided by this contract, following the heat treatment process, the initial application of chemical will be applied, preferably as soon as the next work day, or as schedules permit.
- D: Contracted Follow-up Services** - Will be conducted at which time the contracted areas will be inspected and treated with conventional chemicals as necessary based on the inspection findings. Refer to the terms of this Agreement for the number of contracted follow-up services to be performed. The Follow-Up Service noted above will be scheduled at 10-14 day intervals following the initial treatment unless the client notifies Your Company Name that they want the program to end, thereby sacrificing control and or being able to solve the Bed Bug problem. If this action is taken the guarantee will be void.
- E: Your Company Name** will contact the contracting party to schedule the date of service. Your Company Name will then consider the appointment confirmed unless we hear directly from the contracting party 24 hours prior to the scheduled date changing the scheduled appointment. The client agrees that if the appointment is confirmed and we arrive and cannot gain access to the treatment location(s) that the client will be billed a trip charge of \$80.00 plus tax, and the scheduled treatment will need to be rescheduled for the full fee for the scheduled service(s) specified herein.
- F: Control** - During the follow-up chemical treatments (but not before the second visit) an evaluation will be made to determine if further treatments will be required. CONTROL has been achieved when no more Bed Bugs are observed during the final follow-up visit and the client/resident has not reported any visible Bed Bug activity or experienced any bites during the fourteen day period after the follow-up treatment.
- G: Completion** - This service plan will be considered completed when all required heat and follow-up chemical treatments are finished as planned and the conditions specified in step five have been met. At this point we will advance to Step Seven below.
- H: Guarantee** - The client will receive a 90 day service plan "Guarantee" on completion of Step Six above. If during this 90 day period Bed Bugs are observed or bites are reported in the treated location(s) specified in this Agreement, Your Company Name will service the location(s) using conventional chemical applications at no additional charge. The client understands that if we are prevented by the client or resident from performing the required service(s) during the guarantee period the successful result of this Agreement may not be able to be achieved. It is also understood that in some situations, such as additional furniture (new or used) brought into the structure or the resident moves out and another resident moves in, the infestation may never be successfully controlled. In these cases ongoing services will be required to manage the Bed Bug infestation and no guarantee will be issued unless the additional services are completed and the infestation can be satisfactorily resolved.

FIRE SUPPRESSION SYSTEMS: The Customer has been advised that any and all existing fire suppression devices, (sprinklers, heat detectors, smoke detectors, etc.) must be checked, inspected, and tested by an authorized fire suppression company to insure that the function ability has not been impaired, degraded, or modified in anyway by the heat treatment process. Fire suppression inspection and testing service is not part of this Agreement or the responsibility of Your Company Name, beyond providing the Customer with this notice.

NOTICE TO BUYER - RIGHT TO CANCEL - BUYER HAS THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION. THE CUSTOMER ACKNOWLEDGES THE RECEIPT OF A SIGNED COPY OF THIS CONTRACT AND AN ORAL EXPLANATION OF THEIR RIGHT TO CANCEL THIS SALE.

IMPORTANT CONTRACT DISCLOSURES, TERMS AND CONDITIONS ON REVERSE SIDE

Your Company Name Lic. # _____ Date _____

Customer Signature Date _____

Bed Bug Specific Terms and Conditions

- A. If a high infestation is found during the initial visit or subsequent follow-up treatments, additional work at additional fees may be necessary.
- B. This service agreement can be terminated at any time by the contracting party with no financial penalty other than what is owed **Your Company Name** for services performed or products supplied. However, if **Your Company Name** is contacted at any time in the future for treatment of Bed Bugs at this location, the treatments are subject to the terms of a new agreement. If this agreement is cancelled before all recommended treatments are completed there will be no guarantee issued.
- C. Failure to find visible evidence of Bed Bugs during an inspection does not insure that the area inspected is free of bugs.
- D. Bed Bugs can easily escape visual detection, particularly when low level infestations are present and during the early stages of an infestation.
- E. The resident, or in the case of a vacant unit, the client will be required to respond to a brief written survey as part of the follow-up procedure.
- F. In low and moderate level infestations with proper client cooperation control is possible. In high level infestations, there is no guarantee that Bed Bugs will be controlled from the treated site. The 90 day service warranty is only effective when step six on reverse side is completed and is subject to a variety of factors to include client cooperation in following recommendations, physical conditions of the structure, etc. See step seven on reverse side for more information.
- G. Recommended Treatments or Control Measures: Should any additional Bed Bug services or control measures be recommended by **Your Company Name**, but the client refuses these recommendations, **Your Company Name** shall have the option of terminating the "Agreement" and shall not be responsible for any continued infestation or damage resulting from **Your Company Name's** inability to perform the recommended Bed Bug services that it deems necessary. The customer agrees that failure to allow the recommended services to be provided the guarantee will be voided.

Client Acknowledges the Following:

Customer Cooperation: The Customer agrees to follow any instructions give by **Your Company Name** in connection with the Bed Bug services provided by **Your Company Name** and agrees to notify **Your Company Name** of any indication of infestation and to maintain the structure free from factors contributing to infestation. **Your Company Name** will exercise due care while performing any work hereunder to avoid damaging any part of Customer's property, plants or animals. Under no circumstances or conditions shall **Your Company Name** be responsible for damages caused by **Your Company Name** at the time the work is performed except those damages resulting from gross negligence on the part of **Your Company Name**. Failure of **Your Company Name** to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this section.

1. **Your Company Name** may request clients to carry out recommendations to include but not limited to, removing clutter, making areas accessible for treatment, discarding items etc. Failure to follow these recommendations may delay or prevent the satisfactory solution to this Bed Bug infestation and it will void the guarantee.
2. **Your Company Name** has permission to remove and discard the dust cover from the underside of the box spring and upholstered furniture.
3. **Your Company Name** has permission to encase the mattress and/or box spring in mattress/box spring encasements. Encasements must be supplied or approved by **Your Company Name**. If the client/resident refuses or declines the installation of encasements then the guarantee will be void.
4. People and pets are not to be present during treatment and must remain out of the structure for two (2) hours following the completion of each of the provided services.
5. Client has received the required management and resident guidelines and information sheets.
6. Client has received and will distribute to the resident well in advance of the scheduled service the provided required resident information and preparation sheets.
7. **Your Company Name** has advised the client that all surrounding units adjacent to infested unit should be inspected. "A separate Surrounding Unit Agreement" can be provided to the client for this inspection procedure.
8. **Your Company Name** has informed the client of the issues associated with vacant units. The client acknowledges that once a unit becomes vacant that standard Bed bug management protocols may become ineffective and may need to be replaced with alternate control methods if such methods are available. **Your Company Name** has also advised the client that **Your Company Name** cannot positively confirm if a vacant unit is free of Bed Bugs through current inspection and/or monitoring methods.
9. **Your Company Name** has advised the client that education of the entire community is an important component of a Bed Bug management program. Tenants and staff should be educated about the prevalence of Bed Bugs, how Bed Bugs are introduced, steps to avoid Bed Bugs, how to recognize the signs and symptoms of Bed Bugs, how to inspect for Bed Bugs, the steps they should take in the event they suspect Beg Bugs and the importance of cooperating with the pest management effort should an infestation occur.

Fees: The agreed upon charges are for the treatment location(s) and any other areas specifically noted as of the Date of this Agreement: **Your Company Name** reserves the right to revise the fees associated with the services being provided. Checks received as payment are subject to a \$35 service fee if returned for non-sufficient funds.

Payment: Payable upon receipt of invoice. By signing the reverse side, you hereby agree that you will be responsible to pay finance charges to **Your Company Name** should you fail to remit payment for any balance due hereunder beyond 30 days of receipt of this work order (or a bill, as applicable). Such finance charges shall be equal to eighteen percent (18%) per year of such balance if the services are rendered to you. In addition, by signing the reverse side, you further agree that you shall be responsible to pay any and all attorneys fees and costs of suit incurred to collect any balance due hereunder to **Your Company Name**.

Non-Payment: The Customer agrees to pay **Your Company Name's** invoices within thirty (30) days of receipt. **Your Company Name** reserves the right to 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 to **Your Company Name**, **Your Company Name** will be entitled to recover from the Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to the outstanding amount due to **Your Company Name**.

Notices: Any notice, demand, or other communication required or desired to be given under this Agreement shall be given in writing and deemed to have been sufficiently given or served, for all purposes, if sent by certified or registered mail, return receipt requested, postage prepaid, if to **Your Company Name** and address listed in the letterhead and if to the Customer, to the billing address set forth on the front page of this Agreement. Any party may change the address to which a notice is to be sent to it by notice in writing to the other party as provided above.

NO OTHER WARRANTIES: **YOUR COMPANY NAME** MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ITS AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF **YOUR COMPANY NAME**.

LIMITATION OF LIABILITY: IN NO EVENT SHALL **YOUR COMPANY NAME** BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED HEREUNDER, EVEN IF **YOUR COMPANY NAME** HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. **YOUR COMPANY NAME'S** LIABILITY HEREUNDER TO THE CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO **YOUR COMPANY NAME** BY THE CUSTOMER.

GOVERNING LAW; ARBITRATION: The validity, performance and construction of these terms and all sales hereunder shall be governed by the laws of the state of **Your State**. The parties agree that controversies arising under or concerning this Agreement. **Your Company Name's** warranty and **Your Company Name's** services shall be determined by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator may be entered in any court. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to jury trial. The Customer acknowledges that He/She has read and agrees to the terms and conditions on front and back side of this Service Agreement as indicated by the initiated approval line on front side of this document.