

Your Company name

Address
City, State, Zip
Phone

Commercial Pest Control Agreement

Purchaser / Billing Address

Company _____
Address _____
City _____
State _____ Zip _____
Telephone _____

Premises

Contact _____
Telephone _____
Address _____
City _____
State _____ Zip _____

Multiple Locations Attach Location Listing

Your Company Name Commercial Pest Control Service

Your Company Name will perform regularly scheduled service at the above service address for the control of the following pests:

- Roaches Mice
 Silverfish Ants (excluding Carpenter, Pharaoh and Fire)
 Rats Other _____

Service Frequency

- Monthly Semi-Monthly
 Bi-Monthly Weekly
 Quarterly Other _____

ADDITIONAL SERVICE INFORMATION

PAYMENT SCHEDULE

Initial Service Charge	\$ _____
Regular Service Charge	\$ _____
Annual Total	\$ _____
Less 10% Year Advance Payment*	\$ _____
Total Due	\$ _____

You may recognize a 10% discount for pre-paying one years service charge in advance*

This is to certify that Tax Exemption Certificate Number _____ has been furnished with this Agreement to Your Company Name.

This agreement is subject to the Terms and Conditions on the front and back. _____
Customer / Agent Signature

This agreement is for an initial period of twelve months from the date of the first service and, unless canceled by the Purchaser, will automatically continue on a monthly basis until canceled by either party upon thirty (30) days notice. This agreement is not valid unless accepted by customer within 30 days of submission.

In the event you have any questions or complaints, you may contact a Your Company Name representative by calling 123-456-789

By _____
Title _____
Date _____

Your Company Name Representative (Print name)

Your Company Name Representative Signature Date

Terms and Conditions

1. MATERIALS.

A. The materials used in pest control service will comply with federal, state and local laws, and shall be acceptable to you.

B. All pest control services shall be performed in accordance with the most effective pest control procedures.

2. YOUR COOPERATION.

A. Your cooperation is important to ensure the most effective results from **Your Company Name's** service. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by **Your Company Name**, and are not corrected by you, **Your Company Name** cannot assure satisfactory service.

B. If the conditions noted by **Your Company Name** are not corrected as required, all guarantees in this agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extras service charge.

3. INSURANCE.

A. **Your Company Name** will furnish a Certificate of insurance upon request.

4. TERMS OF AGREEMENT.

If **Your Company Name** fails to comply with the specifications, they shall be given thirty (30) days notice to correct the problem. If, at the expiration of such thirty (30) days, the unsatisfactory conditions have not been corrected, you reserve the right to cancel the contract.

In the event of persistent infestations, **Your Company Name** will provide special services at no extra cost until the condition is under control. **Your Company Name is not responsible for insect or rodent damage to products or contents at the premises. This agreement does not provide for control of termites, other wood destroying organisms, or any other pests not specified.**

5. NOTICE OF CLAIMS.

Any claim under the terms of this agreement must be made immediately in writing to our office.

6. DISCLAIMER.

A. **Your Company Name's** liability under this agreement will be terminated if **Your Company Name** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of **Your Company Name**.

B. **Your Company Name** disclaims and shall not be responsible for any liability for direct, indirect, special, incidental, consequential and/or loss of quiet enjoyment damages. The obligations of **Your Company Name** specifically stated in this agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation of merchantability or fitness for a particular purpose.

C. OTHER INSECTS/ORGANISMS. This agreement provides for treatment and re-treatment for pests indicated herein. This Agreement does not provide for treatment of subterranean (ground) termites (*Reticulitermes* spp. *Heterotermes* spp., *Coptotermes* spp.) drywood termites. (*Kaloterms* spp., *Incisitermes* spp., *Cryptotermes* spp.), carpenter ants, beetles, fungi or any other wood destroying organisms.

7. CHANGE IN LAW.

Your Company Name performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services promised herein, **Your Company Name** reserves the right to revise the monthly service charge or terminate this agreement.

8. NON PAYMENT, DEFAULT.

In case of non-payment or default by the Purchaser, **Your Company Name** has the right to terminate this agreement and reasonable attorney's fees and costs of collection shall be paid by the Purchaser.

9. ENTIRE AGREEMENT.

This agreement constitutes the entire agreement between the parties and no other representations of statements will be binding upon the parties.

10. ARBITRATION.

THE PURCHASER AND **YOUR COMPANY NAME** AGREE THAT ALL MATTERS IN DISPUTE BETWEEN THEM, INCLUDING BUT NOT LIMITED TO ANY CONTROVERSY OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES PROVIDED BY **YOUR COMPANY NAME**, OR OTHERWISE TO THE SERVICED PROPERTY IN ANY WAY, WHETHER BY VIRTUE OF CONTRACT, TORT OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION. THE PARTIES ACKNOWLEDGE, AGREE AND UNDERSTAND THAT BY AGREEING TO MANDATORY ARBITRATION, THEY ARE FOREVER FORGOING THEIR RIGHT TO BRING THEIR CLAIM IN COURT AND NOT TO HAVE THEIR DISPUTE DECIDED BY A JUDGE OR JURY.

11. GUARANTEE OF CUSTOMER SATISFACTION.

We will show we care by our professional appearance and manner, and by the products and procedures we use. We will be on time. We will do the job right the first time, or we will do it over. We will perform all services at your convenience to avoid any interruption to your normal operations.