

Address
City, State & Zip

Your Company Name

Phone Number(s)
Email address
License number

Tick Control Service Agreement

Customer

Premises

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Phone: (Home) _____ (Work) _____

Phone: (Home) _____ (Work) _____

Email: _____

Email: _____

Structures to be treated: _____ Grid # _____

YOUR COMPANY NAME MONEY BACK GUARANTEE:

If after your regular service you are not completely satisfied with the results, we will return to treat the area again at no extra charge. Should the problem persist, we will continue to work to solve it to your satisfaction or we'll refund the amount of your last charged visit.

Target Pest & Target Area(s):

- Black Legged/Deer Tick (Ixodes scapularis)
- Perimeter
- Fence Lines
- Wood Piles
- _____
- Shrubs
- Stonewalls
- Groundcovers
- _____
- Brush
- Leaf Litter
- Under Sheds/Decks/Porches
- _____

Service Schedule

Jan	Feb	Mar	Apr
May	Jun	Jul	Aug
Sep	Oct	Nov	Dec

Special Instructions _____

Your Company Name agrees to provide treatment, for the control of ticks to the areas indicated above. All work will be done to the highest industry standards and will conform to all Federal, State and Local laws regarding the safe handling and application of pesticides. Target areas shall include but not be limited to, all peripheral lawn areas abutting any natural or wooded areas, up to 30 ft. into the wooded border and perimeter areas, shrubs, beds groundcovers, fence lines and stonewall areas, as well as brush and wood piles. These areas represent the location of ticks and of the wildlife that sustain the ticks.

TERM: See reverse side for full terms and conditions.

Service Charge

Regular Service Charge \$ _____

Frequency \$ _____

Tax \$ _____

TOTAL ANNUAL AMOUNT \$ _____

5% Discount for Advanced Payment .. \$ _____

Amount Remitted with Agreement \$ _____

Method of Payment

Remit to Service Technician 5% Discount One Year in Advance

DOWN PAYMENT	AMOUNT
RECEIVED AT COMPLETION	AMOUNT
ACCOUNT NUMBER	
GRID NUMBER	

CC or Debit Card # _____ MC Visa Amount \$ _____

Name on Credit Card: _____ I hereby authorize Your Company Name to automatically charge my credit card for the balance due at completion of each service.

Exp. Date: _____ CSC #: _____ Signature: _____

Company Representative: _____ Date: _____ Customer/Agent: X _____ Date: _____

I have received a copy of the manufacturer's specimen labels of the pesticides to be used. X _____

Terms And Conditions

1. **TERMS OF AGREEMENT.** The terms shall be for an initial period of one year from the date of acceptance and shall renew itself from year to year unless written notice of cancellation is given by either party sixty (60) days prior to the anniversary date of this agreement. Transfer or moving from the Your Company Name trade area nullifies the remaining term of the agreement provided written notice is provided to Your Company Name. If Your Company Name fails to render satisfactory service, they shall be given thirty (30) days notice, and if the unsatisfactory conditions have not been corrected, you reserve the right to cancel the agreement. In the event, however, Your Company Name is unable to render the foregoing service due to lack of availability to said premises by the homeowner or duly authorized agent, the full payment for a period of one year shall be deemed payable upon demand to Your Company Name. Termination of credit card charge must be in writing thirty (30) days prior to next service date.
2. **DAMAGE, LIMITATION OF LIABILITY.** This agreement does not guarantee against present or future damage to the building, inhabitants, contents, lawn or horticultural growth, or provide for the repair or replacement thereof caused by any pests or disease indicated or included herein. This agreement does not provide for the control of any wood destroying organisms, or any other pests not indicated herein. Customer expressly releases Your Company Name from liability for any claim for personal injury (including stings, bites or pest borne illnesses from any other pests) or property damage (to include the structure or contents) caused by any pests. Customer agrees that under no circumstances shall Your Company Name be liable for any amount greater than the amount paid by the customer to Your Company Name for the services to be provided. In no event will Your Company Name be responsible for consequential damages for loss of use of property.
3. **NOTICE OF CLAIMS.** Any claim under this agreement must be made during the term of this agreement and in writing to our office; failure to make such written claim during the term shall be a waiver of said claim.
4. **DISCLAIMER.**
 - a. 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, acts of war or terrorism, quarantine restriction, earthquakes, hurricanes or any other act of God or circumstances or cause beyond the control of Your Company Name.
 - b. YOUR COMPANY NAME DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE GUARANTEES STATED IN THE AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEE OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **CHANGE IN LAW AND TREATMENT PROTOCOL.** 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 or customer supplied treatment protocol as it pertains to the services promised herein, Your Company Name reserves the right to revise the service charge or terminate the agreement.
6. **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, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
7. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties.
8. **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 service shall be performed in accordance with the most effective scientific pest control procedures.
9. **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 shall remain in full force and effect.
10. **YOUR COOPERATION.**
 - a. Your cooperation is important to ensure the most effective results from Your Company Name's service. Whenever conditions conducive to breeding and harborage of pest 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.
11. **INSURANCE.** Your Company Name will furnish a Certificate of Insurance upon request.
12. **BINDING ARBITRATION.** In the event a dispute between Your Company Name and/or its employees and the customer arising out of or relating to this agreement of service, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the Federal Arbitration Acts and the American Arbitration Association under its Commercial Arbitration Rules. The parties acknowledge and understand that by agreeing to submit their argument to binding arbitration, they are effectively waiving their right to a trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this agreement or service in an effort to resolve such dispute quickly and to avoid litigation. Judgement upon such arbitration award may be entered in court having jurisdiction. This agreement may be cancelled as provided above in Item # 1. No phone calls will be accepted as cancellation of service.
13. **PRICE ADJUSTMENT.** The price of the current service may be adjusted by Your Company Name every two years on the renewal date without the re-signing of any additional agreement.
14. **COVERED PESTS.** This service agreement is for those pests listed specifically on the front of this form only. If any other pest problems occur that are not covered by this service agreement, Your Company Name will provide service at a preferred client discount rate. Carpenter Bees, Yellow Jackets and Hornets nests not readily accessible will not be covered under this service agreement.
15. **OVERTIME.** Customer understands that evening and Saturday service are performed at a premium. An additional charge of \$30.00 will be applied for these services performed. Your Company Name is closed Sunday's and Holidays.
16. **EXTRA SERVICES.** Additional services are done free of charge. If the client fails to appear for a scheduled appointment and/or did not call the office to cancel the appointment at least two (2) hours prior to appointment time, a rescheduling fee of \$40.00 to \$75.00 may apply.
17. **RODENT CONTROL PLACEMENTS.** The customer must not disturb, move or change rodent control placements or the contents within the placements. Your Company Name reserves the right to charge the customer for lost or damaged bait stations or other rodent control placements.
18. **CANCELLATION.** Customer may cancel this agreement at any time prior to midnight of the third business day after the date of the signed contract.