

BED BUG SERVICE AGREEMENT

In this document [name of company] will hereinafter be referred to as "The Company")

SERVICE LOCATION		Acct #		CLIENT/BILLING		Acct #	
Contact				Contact			
Company				Company			
Street				Street			
City		State	Zip	City		State	Zip
Phone		Fax		Phone		Fax	

Nature and Scope of Service: Bed Bug Control

This is a Service Agreement for the control of Bed Bugs (*Cimex lectularius Linnaeus*). This Service Agreement includes an initial visual inspection, an intensive initial treatment service and _____ follow-up visit(s). The Company will provide service for the following area(s) of the Service Location: _____

In low and moderate level infestations with proper Client cooperation, control and elimination is possible. However, in high level infestation (100+ Bed Bugs), there is no guarantee that Bed Bugs will be eliminated or prevented from continuing to infest the treated areas. **Bed Bugs are an introduced pest, and the reoccurrence of Bed Bugs within the Service Location can occur at any time.**

Service Charges (excluding applicable taxes).

Bed Bug Control Service (includes initial visual inspection, one intensive treatment, plus _____ follow-up visit(s))	\$ _____
Adjoining Unit Inspection Service - \$ _____ per unit @ _____ units	\$ _____
Elimination Service	\$ _____
____ Mattress Encasements @ \$ _____ per encasement	\$ _____
 TOTAL:	 \$ _____
Additional Follow-Up Service: \$ _____, per visit (est.);	
[] Does [] Does Not include adjoining units	

Bed Bug Control Service

Company will inspect and thoroughly treat only within the Service Location Area(s) stated above. Company will perform a visible inspection for evidence of infestation by Bed Bugs, and appropriate treatment will be performed as determined by Company. The initial follow-up visit (for inspection and treatment) will be scheduled for 10-12 days after the initial treatment. Company recommends that unless Control is achieved, additional follow-up visits be scheduled at 14 day intervals; Client shall contact Company to schedule additional follow-ups. Follow-up visits in excess of the number included in this Agreement may be performed for additional charges if agreed-to by Company and authorized by Client. Because Bed Bugs can be difficult to detect, new areas may require treatment, and additional charges may apply. **The Bed Bug Control Service, even after a determination of Control, cannot guarantee a Bed Bug infestation will not reoccur, as Bed Bugs are introduced pests that are easily transported and mobile.** The service is limited to inspection and Control of Bed Bugs in the Service Location Area(s) stated above; Company will inspect and treat adjoining units for the presence of Bed Bugs for an additional charge only if such inspection is set forth in this Agreement.

Control

During the follow-up visit(s) (but not before the second visit) an evaluation will be made to determine if control has been achieved. The Company will declare CONTROL when no more Bed Bugs are observed during the follow-up visit AND the Client has not reported any visible bed bug activity or experienced any bites during the immediate preceding 14 day period. If bites are occurring or Bed Bugs are found to be present, then follow-up visits are recommended until

CONTROL can be declared or Client wishes to end the service. Additional fees will apply for follow-ups in excess of the number included in this Agreement.

Optional Elimination Service and 90-Day Service/Limited Warranty

(applies only if requested by Client and indicated in writing by Company and Client)

The Company will contact the Client approximately 45 days after CONTROL has been declared to determine if ELIMINATION has been achieved. The infestation will be declared "eliminated" when no more Bed Bugs are observed by the Client AND no bites are reported by the Client for a period of 45 consecutive days after CONTROL has been declared. The Client understands that if the Company is unable to make contact, then the ELIMINATION provision is void, Company's obligations are terminated without refund of Elimination Service charges and the 90-Day Limited Warranty is void. (When combining the Control and Elimination Services, 60 consecutive days will have passed with no bugs or bites have being reported or found). It is understood that in some situations, the infestation may never be declared "eliminated". **If CONTROL is not declared, then the Elimination Service and 90-Day Limited Warranty is void;** client will receive a refund of the charge for the Elimination Service.

90-Day Limited Warranty:

If within 90 days of a declaration of Elimination, Client reports the presence of Bed Bugs in the Service Location Area(s) declared "eliminated", Company agrees to provide _____ follow-up inspection(s) and treatment(s), unless Elimination is declared sooner. If during the Elimination and/or 90-Day Limited Warranty period additional furniture (new or used) is brought into the structure, the Control, the Elimination Service and 90-Day Limited Warranty may be void without a refund of the charge for the Elimination Service. The 90-Day Limited Warranty is effective only if "elimination" is declared, which is subject to a variety of factors including Client and occupant's cooperation following recommendations, physical conditions of the Service Location Area(s), etc.

TERMS AND CONDITIONS

General Terms and Conditions

The agreed upon charge is for the Service Location Area(s) specifically noted as of the date of this Agreement. The Company reserves the right to revise the fees associated with the services being provided. The Company is not performing an inspection for wood destroying insects or fungi, as part of this service program. Further the Company will not be held responsible or assume liability for (1) any past, present or future damage to the structure and or its contents as a result of any insect, rodent or other type of pest activity or (2) any costs, compensation thereof, or expenses incurred by the Client as a result of any such damage. Any damages to structure that may exist should be evaluated by a qualified building expert to determine the extent of the damage and need for repair.

Client Cooperation. The Client agrees to follow any instructions given by the Company in connection with the Bed Bug Services provided by the Company and agrees to notify the Company of any indication of infestation, to maintain the structure free from factors contributing to infestation. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company. Failure of the Company to alert the Client to any of the above conditions does not alter the Client's responsibility under this Section.

Non-Payment. Client will pay Company's invoices upon receipt. Company may terminate this contract 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 Company, Company shall be entitled to recover from Client all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Company. Additionally, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Client until paid. This Agreement will be effective only upon payment of the charges as provided herein.

Termination. Company's liability under this Contract will terminate and Company will be excused from the performance of any obligations under this contract should: (1) Client allow another pest control operator and/or company to treat the subject structure(s) during any term hereof; (2) Client utilize 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) Company be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond Company's control, including, but not limited to, acts of war, whether declare or undeclared, acts of any duly constituted government authority, strikes, acts of

God, or refusal of Client to allow Company access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

Regulatory Requirements. Should any Bed Bug services be necessary by the Company, but regulations prohibit specific Bed Bug service(s), the Company shall have the option of terminating the Agreement and shall not be responsible for any damage resulting from the Company's inability to perform any bed bug services that it deems necessary. Should future Bed Bug services be deemed necessary by the Company but regulations require some structural modification to render such said bed bug services, the Client will bear the cost of the structural modifications to render said bed bug services. In the event the Client fails to make the necessary structural modifications, the Company shall have the option of terminating the Agreement and shall not be responsible for any damage resulting from the Company's inability to perform any bed bug services that it deems necessary.

Term and Transfer. This Agreement may not be transferred to a subsequent owner of the structure without the prior written consent of the Company. All warranties will terminate upon such transfer.

Governing Law; Waiver of Jury Trial. The validity, performance and construction of these terms and all sales hereunder shall be governed by the laws of the State in which the structure is located. The parties are waiving their rights to seek a jury trial.

Additional Terms and Conditions

- If more than 100 Bed Bugs are present during the initial visit or subsequent follow ups, this is considered a High Level infestation; additional work at additional fees may be necessary
- This Agreement can be terminated at any time by the contracting party with no financial penalty. However, if the Company 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.
- The Company may revise the fees for future services with notice to the Client; including follow up visits.
- Failure to find visible evidence of Bed Bugs during an inspection does not insure that the area inspected is free of bugs.
- Bed Bugs can easily escape visual detection, particularly when low level infestations are present and during the early stages of an infestation.
- In High Level infestations, there is no guarantee that Bed Bugs will be controlled or eliminated from the treated site.

Any warranty, whether express or implied, will be null and void if it is determined that the Client or occupant has taken actions likely to cause the re-introduction of Bed Bugs into the treated area. Examples include but are not limited to the introduction of new or used furniture or any other infested items not previously in unit, new occupants living in the treated apartment unit that were not previously occupying the unit and transient activity of persons associated with the unit.

NO OTHER WARRANTIES.

THE COMPANY'S SERVICES ARE PERFORMED WITHOUT WARRANTY, GUARANTEE OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND COMPANY'S AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF THE COMPANY.

LIMITATION OF LIABILITY.

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

Company is not be liable for injuries or damages to persons, property, birds, animals or vegetation, except those damages resulting from Company's gross negligence. Further, Company is not liable 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.

Company's inspection and treatment is made solely on the basis of visible evidence in readily accessible areas. The Company will not inspect or treat personal items such as, but not limited to, purses, wallets, jewelry, furniture with personal clothing. **[Conflict w/Acknowledgments]**

The Company'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, Company will not be liable for personal injury, death property damages, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. Company's liability is specifically limited to the labor and products necessary to help reduce Bed Bug populations.

SPECIFIC EXCLUSIONS.

This contract does not cover, and Company will not be responsible for:

- Damages resulting from moisture conditions, including but not limited to fungus or mold, whether visible or not;
- Damages resulting from any wood destroying organisms;
- Damages related to the replacement of linen, upholstery, furniture, mattresses, soiling or related costs;
- Damages for replacement of mattresses, furniture, bedding, clothing and other infested items.
- Expenses related to medical evaluation or treatment for bites associated with Bed Bugs;
- Damages or expenses for any claim of personal injury related to an infestation of Bed Bugs;
- Loss of Income claimed to be related to any Bed Bug bites or associated illnesses;

These specific exclusions are in addition to any other limitation of liability or exclusions contained in this Agreement.

CLIENT ACKNOWLEDGMENTS

Initials Client acknowledges the following:

_____ The Company 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 "CONTROL" OR "ELIMINATION" of Bed Bugs AND WILL VOID THE PRICING SCHEDULE FOR CONTROL AND ELIMINATION SERVICES.

_____ The Company has permission to remove and discard the dust cover from the underside of the box spring and upholstered furniture.

_____ The Company has permission to encase the mattress and/or box spring in mattress/box spring covers.

_____ The Company has permission to go through areas such as closets, furniture contents etc. during our treatment and inspection for Bed Bugs.

_____ Clients are expected to respond to brief written surveys as part of the follow up procedure. Failure to respond to these surveys will prevent the infestation from being declared under "CONTROL" or "ELIMINATED".

_____ People and pets are not to be present during treatment and must remain out of the structure for 1-2 hours following the completion of the service.

_____ Client has received the following (initial each document received): _____ Bed Bug Symptoms
_____ Client Preparations _____ Management Tasks _____ Expectations of Service
_____ Bed Bug Management Fact Sheet _____ Vacant Units _____ Surrounding Units

Multi-Occupancy Structures

_____ The Company has advised the Client that all surrounding units adjacent to infested units should be inspected and continue to be inspected for a period of at least 30 days post elimination of infested units.

_____ The Company 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. The Company has also advised the Client that the Company cannot confirm if a vacant unit is free of Bed Bugs through current inspection and/or monitoring methods.

_____ The Company 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 to in the event they suspect Bed Bugs and the importance of cooperating with the pest management effort should an infestation occur.

**** The items checked off and initialed above serve as an acknowledgement that the Client and/or the property management company are aware of the above information. In the case of a tenant/landlord relationship, the property management firm/landlord agrees to communicate appropriate information in advance of our treatment to their tenant prior to the initiation of this agreement.**

FOLLOW-UP PROTOCOLS

As part of the bed bug program the Company will require access to the infested areas. If follow-up visits DO NOT happen on days 10-12 after the initial treatment and 14 day intervals, the length of the program will in most cases be extended. In the event follow-ups cannot be scheduled, the Client acknowledges that the price of the follow-ups will increase based on the severity of the problem when the follow-up is eventually performed.

New Furnishings / Bedding

In the event that any additional furnishings (new or used) or bedding is introduced additional costs may be incurred by the Client. During the period of elimination this same condition applies. These costs will be in addition to the costs quoted for the Initial and Follow-up visits. The Client authorizes the Company to treat new furnishings and bedding without prior notice to the Client and authorizes the Company to bill additional amounts for the services rendered.

Landlord/Tenant Relationships- Communications (must initial desired options)

_____ The Company will schedule all follow-ups with the landlord/owner/property manager.

_____ The Landlord/Owner/Property Manager (Client) authorizes the Company to schedule directly with the tenant. The Client acknowledges that tenant may not cooperate thus endangering the program. The tenant's failure to schedule the follow-ups may extend the length of the program and in most cases will increase the cost of the follow-ups. Additional cost for scheduling and communicating directly with the tenant(s) \$_____ per service.

_____ The Client requests that bed bug fact sheets be left with the tenant after service visits. These fact sheets discuss the challenges encountered during the visits and the steps the tenant must take prior to the next follow-up. The Client holds the Company harmless from any damages arising out of communication with the tenant if this option is taken.

_____ The Client requests the Company to discuss the services directly with the tenant to include but not limited to explanations of any tenant failure to cooperate, instructions for future follow-ups etc. The Client acknowledges the Company does not recommend this type of communication. The Client holds the Company harmless from any damages arising out of communication with the tenant if this option is taken.

CONSUMER INFORMATION NOTICE

Sanitation, as well as physical and biological control measures, should be considered as part of a good pest control program. Pesticides may be used as another part of a good pest control program. Pesticides are substances used to control living organisms and vary in degree of toxicity. A copy of the label(s) for pesticide(s) used will be available upon request. The phone number of the New Jersey Poison Information and Education System is 1-800-222-1222; this number is for emergencies. The phone number of the Pesticide Control Program is 609-984-6568; this number is for pesticide regulation information and pesticide complaints. The phone number of the National Pesticide Telecommunications Network is 1-800-858-7378 for general health and pesticide toxicology information.

I have been told that I have the right to receive consumer information as outlined in N.J.A.C. 7:30-9.12(b)1, 7:30-9.12(c)4, 7:30-9.13(b)2; and 7:30-9.13(c)2. By signing below, I decline to receive the information until such time as I withdraw this waiver by notifying the applicator or applicator business in writing.

I have been told that I have the right to receive the information as outlined in N.J.A.C. 7:30-9.12(b)1 or (c)4. I decline to receive the information until such time as I withdraw this waiver by notifying the applicator or applicator business in writing.

[Client Signature]

The Company Representative

Date of Estimate

Signature to Proceed with Agreement

Printed Name

Title

Date