

PEST CONTROL PROPOSAL AND SERVICE AGREEMENT

Location: _____ Proposal No.: _____

Client Information:

Full Name / Business Name: _____

Address: _____

Phone: _____ Email: _____

Service Address (if different):

Proposal Summary:

This Proposal outlines the pest control services to be performed by the Service Provider at the Service Address. All services shall be performed in a professional manner consistent with industry standards and in compliance with applicable federal, state, and local laws and regulations. The Client hereby authorizes the Service Provider to perform the services described herein according to the terms and conditions set forth in this Agreement.

Scope of Services:

The Service Provider will provide pest control services including, but not limited to, inspection, monitoring, treatment, and prevention of pests such as rodents, insects, and other specified pests. Treatments will be conducted using EPA-registered products and methods approved for use in the United States. The exact scope and frequency of services are detailed in the attached Schedule A, which is hereby incorporated by reference.

Service Schedule and Frequency:

Services will be performed according to the schedule set forth in Schedule B attached hereto. Service frequency may be monthly, quarterly, or as otherwise agreed. Emergency services outside of the regular schedule may be requested by the Client and will be billed separately.

Fees and Payment Terms:

The Client agrees to pay the Service Provider fees as specified in Schedule C attached hereto. Payment shall be due within 30 days of invoice receipt unless otherwise agreed in writing. Late payments are subject to a finance charge of 1.5% per month (18% per annum). The Service Provider reserves the right to suspend services if payment is not received in accordance with these terms.

Term and Termination:

This Agreement shall commence upon acceptance by the Client and shall continue until terminated by either party upon 30 days' written notice. Termination shall not relieve the Client of the obligation to pay for services rendered prior to the effective date of termination.

Client Responsibilities:

The Client agrees to provide access to the property during scheduled service visits and follow any preparation instructions provided by the Service Provider. The Client shall notify the Service Provider of any pest sightings or concerns between scheduled visits.

Warranty and Limitation of Liability:

The Service Provider warrants that services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Service Provider's liability for any claim arising from this Agreement shall be limited to the amount paid by the Client for the affected services. In no event shall the Service Provider be liable for any incidental, consequential, or punitive damages.

Indemnification:

The Client agrees to indemnify, defend, and hold harmless the Service Provider, its agents, employees, and contractors from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the Client's breach of this Agreement or negligence.

Compliance with Laws:

The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, regulations, and licensing requirements in performing the services described herein.

Confidentiality:

Both parties agree to keep confidential and not disclose to any third party any confidential or proprietary information obtained from the other party in connection with this Agreement, unless required by law or with prior written consent.

Force Majeure:

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or governmental actions.

Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration conducted in accordance with the rules of the American Arbitration Association in the state where the Service Provider's principal place of business is located.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including all attached Schedules and exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

Amendments:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Signatures:

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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