

TERMS AND CONDITIONS

1. The "Company" AllTrust Pest Control agrees to provide specific pest control services at the Service Address listed on the front page of this agreement.
2. The initial term of this agreement is for 30 days and shall continue a month to month basis as applicable by law. Either party may cancel this agreement at any time with 30 days written notice to the other party.
3. The Company will only perform inspections, applications, and procedures in accordance with all federal, state, and local laws and regulations. The Company operates in accordance with Integrated Pest Management Standards. Service does not guarantee application of materials by the Company.
4. Changes to the services outlined in the "Scope of Work" section or the Services Required Section of this agreement involving extra materials or labor needed will constitute an additional charge for services rendered. Should the conditions require the use of specialized equipment or materials to control any pests, rodents, or vermin, the Company shall advise the Customer of these additional costs.
5. This agreement does not provide for the repair of present or future damages to the service address, nor does it provide for reimbursement for repair expenses allegedly arising from pest infestations.
6. Should regularly-scheduled service need to be suspended for reasons beyond the control of AllTrust Pest Control, it is agreed that regularly scheduled payments will also therefore be suspended until service resumes. It is also agreed that this temporary suspension will not be construed as a material breach of this agreement.
7. The Company will provide pest control services as outlined in the "Scope of Work" section on the front of this agreement. Additional services outside of this scope of work will be billed at current rates and will be considered "in addition" to the previously outlined services.
8. Successful pest control management is achieved by the Customer and the Company working together to reach the desired solution. The Customer warrants and agrees to complete cooperation with the Company during the term of this agreement. The customer agrees to maintain the premises free from conditions and factors which contribute to infestation by rodents and vermin such as proper waste/garbage removal, unsanitary conditions, broken or missing venting, broken or improperly installed doors and windows, holes in foundations and siding, leaking roofs, holes in floors, and other breaches or openings which were not part of the design of the premises.
9. This agreement does not include service for termites or other wood destroying insects, nor does it provide for damages arising from infestation of the same.
10. This agreement does not provide compensation for repairs and /or damage or loss of use to property or its contents.
11. All rental materials remain the property of the Company. The Company at its expense will replace rental items as required due to normal usage and wear and tear. Rental items that are damaged or lost due to Customer neglect will be replaced and the Customer will be charged replacement cost for these items. The Customer agrees to grant access to the property where said rental equipment is installed should this agreement expire or the Customer's account balance is past due.
12. By entering into this agreement, the Customer waives all claims for damages to property or persons which may result indirectly from work performed by the Company, except for gross negligence on the part of the Company. The "Company" is authorized by the Customer to use on the premises covered by this agreement materials, compounds, and solutions the "Company" deems necessary to deploy the proposed treatment. Treatment will be applied with care and concern for the surroundings. However, due to the nature of such treatments, the "Company" shall not be responsible for the safety and health of domestic animals, stains, fading, or discoloration caused by the treatment, not withstanding acts of gross negligence by the "Company".
13. The Company will carry liability and property damage insurance to insure the customer and members of the public from accidents or damage which could arise from the implementation of activities performed under this agreement. Upon request a copy of this policy will be provided.
14. Payment is due upon completion of services provided as contained herein unless other payment terms have been mutually agreed upon. Returned checks for NSF shall be charged an additional fee.
15. The Company at its sole discretion may implement a fuel surcharge for each service due to rising fuel costs.
16. The Customer agrees that the Company has mutually-agreed upon service times for performance of services. Services attempted by Company at agreed upon time, and denied by the Customer, shall be the Customer's monetary responsibility. The Customer agrees to make the service location accessible for treatment or inspection at the mutually agreed upon time. Failure to have location ready for services outlined in this agreement may result in additional charges for return service. This includes multi-family residences and rental properties covered by this agreement.
17. In the event of default of payment by the Customer, the entire balance of the Customer account becomes due immediately. Should the Customer be referred to Collections, the Customer shall pay for all costs of collections including but not limited to court costs, attorney fees up to and including one-third the amount of the balance and interest. All service warranties under this agreement become null and void should the Customer default on payment of balance due.
18. Dispute resolution – The parties of this agreement agree to Mandatory Arbitration by a single neutral arbitrator should claims, disputes, and other unsettled matters arise out of the services provided or warranties implied or specified. Damages to the Customer within arbitration or a lawsuit shall be limited to the costs of labor and any materials provided in association with this agreement.