

# SERVICE CONTRACT FOR TREATMENT OF BED BUGS (*Cimex lectularius* Linnaeus)



## Prudential Pest Management

3330 McKinley  
 Burton, MI 48529  
 Ph: (810) 410-8563

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### CUSTOMER

### SERVICE ADDRESS

Customer Name:		Name:	
Billing Address:		Service Address:	
City:	St.	Zip	
City:	St.	Zip	
Home Ph:	Work Ph:	Home Ph:	Work Ph:

Description of Structure(s) Covered:

This Service Contract for Treatment of Bed Bugs (hereinafter referred to as the "Contract"), entered into by and between the customer named above ("Customer") and Prudential Pest Management, provides for the treatment of Bed Bugs (*Cimex lectularius* Linnaeus) by Prudential Pest Management as defined and under the terms set forth below. This Contract does not provide protections against any other pests, including household pests, etc.

For the sum of \$ \_\_\_\_\_, Prudential Pest Management will provide the services described below for a period of thirty (30) days and is effective \_\_\_\_\_ through \_\_\_\_\_. Customer understands that Prudential Pest Management's liability under this Contract is limited to providing a **REMEDIAL TREATMENT ONLY** and in no way, implied or otherwise, is Prudential Pest Management responsible for the repair or replacement of any content of the structure(s).

- DESCRIPTION OF SERVICE.** Prudential Pest Management will provide services for the control of Bed Bugs within the structure(s) in the following manner: Prudential Pest Management will conduct a thorough visible inspection of the premises for evidence of infestation by Bed Bugs and will provide treatment for the control of the Bed Bugs by vacuuming and/or steaming infested bed bug harborage areas and treating infested bed bug harborage areas with liquid and/or dust insecticide product(s). Prudential Pest Management will apply pest control products in accordance with the directions of the product manufacturer's U.S. EPA approved labels, and the requirements of federal and state laws and regulations.
- SERVICES PROVIDED.** During the 30 day contract period, Prudential Pest Management will provide an initial treatment and one automatic follow-up treatment within twenty-one (21) days following the initial treatment. If bed bug presence persists after the follow-up treatment, Prudential Pest Management, at its discretion, may perform a second follow-up treatment before the expiration of the 30 day Contract period (for a maximum of three possible treatments during the 30 day Contract period). Prudential Pest Management does not guarantee successful control or eradication of bed bugs. If bed bug presence persists beyond the 30 day period of this Contract, an additional contract may be entered into for an additional charge to provide for additional treatments. This Contract does not, under any circumstances, provide for treatment for or control of any other insect or organism not specifically listed in this Contract, and particularly, not household pests.

### ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE →→

#### Pre-treatment checklist must be followed for proper control of bedbugs

- Place all clothing, bedding and washable items in bags to be laundered immediately after treatment (Hot cycle)
- Remove clutter and/or debris (throw out any unnecessary unwanted items, If discarding infested bedding and/or furniture do so before treatment)
- Vacuum all areas & dispose of the vacuumed debris outside of the home
- Remove pets, and open food from treatment area

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract (specifically including the Specific Exclusions contained in paragraph 14) with all its terms and conditions without limitation, and it being specifically understood that Prudential Pest Management, and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise.

Authorized Company Signature:	Date:	Customer Signature:	Date:
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3. **AREAS SERVICED.** Prudential Pest Management will apply treatment, as it deems appropriate to all potential bed bug harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event Prudential Pest Management is denied access to the interior of the structure, Prudential Pest Management will not provide treatment and Customer agrees to pay Prudential Pest Management a service charge for a return visit to provide treatment of the structure.
4. **CUSTOMER'S OBLIGATIONS.** Customer agrees to maintain the premises subject to this contract in a condition which does not promote infestations by Bed Bugs. Specifically, Customer agrees to maintain the premises in a reasonably clean and sanitary condition, to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs, and to complete the **Pre-treatment checklist** under paragraph 2.
5. **PERFORMING THE WORK.** Prudential Pest Management will perform the work in a workman-like manner. Prudential Pest Management will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Prudential Pest Management or its representatives be responsible for damage caused by Prudential Pest Management at the time the work is performed except those damages resulting from gross negligence on the part of Prudential Pest Management .
6. **CHANGE IN LAW.** This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state, or local law or regulation be changed regarding Prudential Pest Management 's services or treatment, Prudential Pest Management may take whatever steps necessary to comply with said laws.
7. **LIMITS OF LIABILITY.** Although Prudential Pest Management will exercise reasonable care in performing services under this Contract, **Prudential Pest Management will not be liable for injuries or damage to persons, property, birds, animals, or vegetation**, except those damages resulting from gross negligence by Prudential Pest Management . Further, **under no circumstances will Prudential Pest Management be responsible 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.** Prudential Pest Management '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, Prudential Pest Management will not be liable for personal injury, death, property damage, loss of use, loss of income, or any other damages whatsoever, including consequential and incidental damages, arising from this service. Prudential Pest Management 's liability is specifically limited to the labor and products necessary to help reduce bed bug populations.
8. **NON-PAYMENT.** Customer will pay Prudential Pest Management 's invoices upon receipt. Prudential Pest Management 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, Prudential Pest Management shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due to Prudential Pest Management . In addition, 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 Customer until paid. This Contract will be effective only upon payment of the charges as provided herein.
9. **TERMINATION.** Prudential Pest Management's liability under this Contract will terminate and Prudential Pest Management will be excused from the performance of any obligations under this Contract should 1) Customer allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, 2) Customer 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) Prudential Pest Management be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond Prudential Pest Management 's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow Prudential Pest Management access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this contract.
10. **ENTIRE CONTRACT.** This Contract, together with any attachment(s), if any, signed by Prudential Pest Management and Customer constitutes the entire CONTRACT between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.
11. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of the Contract must be made immediately in writing to Prudential Pest Management . Prudential Pest Management is only obligated to perform under this Contract if Customer allows Prudential Pest Management access to the identified structure for any purpose contemplated by the Contract, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Customer or required by the Contract and requested or considered necessary by Prudential Pest Management .
12. **SEVERABILITY.** If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.
13. **TRANSFERABILITY.** This Contract will terminate upon transfer of ownership of the described structure(s).
14. **SPECIFIC EXCLUSIONS.** The Contract does not cover and Prudential Pest Management will not be responsible for:
  - 1) Damage resulting from moisture conditions, including but not limited to fungus or mold, whether visible or not;
  - 2) Damage resulting from any wood destroying organisms;
  - 3) Expenses related to the replacement of linens, upholstery, furniture, mattress(es), soiling, or related costs;
  - 4) Expenses related to medical evaluation or treatment for bites associated with bed bugs;

- 5) Damages or expenses for any claim of personal injury related to an infestation of bed bugs;
- 6) Loss of income claimed to be related to any bed bug bites or associated illnesses

These specific exclusions are in addition to the other exclusions contained in this Contract.

15. **CHEMICAL SENSITIVITY.** If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify Prudential Pest Management in writing, in advance of treatment of the structure(s). Prudential Pest Management reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against Prudential Pest Management in connection with such sensitivity.
16. **CHOICE OF LAW.** This Contract shall be constructed and enforced in accordance with the laws of the State which the structure is located.
17. This contract provides for the treatment of the areas of the covered structure(s) infested by bed bugs. Prudential Pest Management is not responsible for any injury, disease, or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insects.