

# Bed Bug Service Contract

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## Terminators

Industrial • Commercial • Residential  
Exterminations & Certifications

Customer

Sample Contract

Date

Service Location

Phone

This Service Contract for Treatment of Bed Bugs (hereinafter referred to as the "Contract"), entered into by and between the customer and Terminators provides for treatment of Bed Bugs (*Cimex lectularius* Linnaeus) by Terminators as defined and under the terms set forth below. This contract does not provide protection against any other pests, including household pests. Customer understands that Terminators liability under this Contract is limited to providing a **REMEDIAL TREATMENT ONLY** and in no way implied or otherwise, is Terminators responsible for the repair or replacement of any content of the structure(s). For the sum of \$  plus tax, Terminators will provide the services listed below.

**1. SERVICES PROVIDED:** Terminators will conduct a thorough visible inspection of the premises for evidence of infestation by Bed Bugs and will provide treatment for the control of Bed Bugs as determined appropriate by Terminators. Terminators will apply pest control products in accordance with the directions of the manufacturers of the products; US EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this contract "control" is defined as the periodic eradication of existing bed bug infestations within practical limits.

**2. AREAS SERVICED:** Terminators 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 Terminators is denied access to the interior of the structure, Terminators will not provide treatment and customer agrees to pay a service charge of \$85.00 for a return visit to provide treatment of the structure.

**3. CUSTOMER OBLIGATIONS:** Customer agrees to maintain the premises subject to this contract in a condition, which does not promote infestation by Bed Bugs. Specifically, Customer agrees to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

**4. PERFORMING THE WORK:** Terminators will perform the work in a workman-like manner. Terminators 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 Terminators be responsible for damage caused by Terminators at the time the work is performed except those damages resulting from gross negligence on the part of Terminators.

**5. CHANGE IN LAW:** This contract shall be interpreted, regulated and adjusted in accordance with the 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 Terminators service or treatment, Terminators may take whatever steps are necessary to comply with said law.

**6. LIMITS OF LIABILITY:** Although Terminators will exercise reasonable care in performing services under this contract, Terminators **will not be liable for injuries or damages to persons, property, birds, animals or vegetation**, except those damages resulting from gross negligence by Terminators. Further, **under no circumstances will Terminators be responsible for any injury, disease, or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insect, spiders, rodents, or beetles.** Terminator's representatives are not medically trained to diagnose bed bug borne illness or disease. Please consult your physician for any medical diagnosis To the fullest extent permitted by law, Terminators will not be liable for personal injury, death, property damage, loss of use, loss of income, or any other damages, arising from this service. Terminator's liability is specifically limited to the labor and products necessary to help reduce bed bug populations.

**7. TERMINATION:** Terminator's liability under this contract will terminate and Terminator's 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)** Terminator's be prevented or delayed from fulfilling it's responsibilities under terms of this Contract by reasons or circumstances reasonably beyond Terminator'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 Terminator's access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

**8. ENTIRE CONTRACT:** This contract, together with any attachment(s), if any, signed by Terminator's 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.

**9. NOTICE OF CLAIMS, ACCESS TO PROPERTY:** Any claim under the terms of the Contract must be made immediately in writing to Terminator's. Terminator's is only obligated to perform under this Contract if Customer allows Terminator's 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 Terminator's.

**10. 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.

**11. SPECIFIC EXCLUSIONS:** The contract does not cover and Terminator's 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 linen, upholstery, furniture, mattress, soiling or related causes;
- 4) Expenses related to medical evaluation or treatment for bites associated bed bugs,
- 5) Damages or expenses for any claim of personal injury related to an infestation of bed bug,
- 6) Loss of income claimed to be related to any bed bug bites or associated illness,
- 7) Additional exclusions: \_\_\_\_\_

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**These specific exclusions are in addition to the other exclusions contained in this contract**

\_\_\_\_\_  
(Company Rep Initials)                      (Customer Initials)

**12. 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 Terminator's in writing, in advance of treatment of the structure(s). Terminator's 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 Terminator's in connection with such sensitivity.

**13. CHOICE OF LAW:** This contract shall be considered and enforced in accordance with the laws of the State, which the structure is located.

**By signing this contract, I the customer, certify that I have read and fully understand the provisions to this contract (specifically including the Specific Exclusions contained in paragraph 11) with all it's terms and conditions without limitation, and it being specifically understood that Terminators, and the undersigned are bound only by the terms and conditions of this Contract and not any other representations oral or otherwise.**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(As representative of Terminators)