

Pest Control Service Agreement

This **Pest Control Service Agreement** (the “Agreement”) is by and between Viper Pest Control Service LLC (“Company”) and the customer (“Customer”) for performance of an annual pest control services plan on the terms and conditions set forth herein.

1. **Services:** Customer agrees to retain Company to provide annual pest control inspection and treatment services at the agreed upon location (the “Premises”) for those pests set forth on Company’s website under the plan chosen by Customer (the “Covered Pests”). Unless specifically listed as a Covered Pests for Customer’s chosen plan, all other pests, vermin, and/or rodents are expressly excluded (“Excluded Pests”). Company will perform three scheduled visits each year to inspect and if necessary treat the Premises for the control of the Covered Pests and (ii) pursuant to the Warranty described here, any additional visits required in the unlikely event that further steps are required to control the Covered Pests. Company may, in its discretion, inspect readily accessible and visible areas for Excluded Pests and provide a report to Customer regarding the same. Any treatment for Excluded Pests recommended to Customer will be in addition to the Services fees provided for herein.
2. **Additional Services:** In the unlikely event Customer notices fresh signs of the Covered Pests between regular visits by Company; Customer must immediately notify Company who will carry out any additional work to necessary to address the issue. Additional services are subject to Customer having implemented any actions recommended by Company. Additional services will only be delivered during normal business hours and for Covered Pests.
3. **Term:** This Agreement shall be in effect for an initial period of one year (the “Initial Term”) and shall automatically renew for additional one year periods (each a “Renewal Term”), unless terminated by either party. Either party may terminate this Agreement on at least 30 days’ written notice given prior to expiration of the Initial Term or then current Renewal Term. Notice of termination may not be given by SMS/text message.
4. **Fees and Payment:** Lump sum and monthly fee amounts for the Services during the Initial Term are those set forth on Company’s website for the plan chosen by Customer at the time of accepting this Agreement (either is the “Initial Fee”). Lump sum payments will be paid in advance of performing the Services and monthly fees will be split in to 12 equal monthly payments, paid on a monthly basis on or about the first day of each month or on such date as otherwise agreed. The Initial Fee is separate from and in addition to any fee charged by Company for an initial pest treatment. If Customer elects to pay the Initial Fee as a lump sum, the fees charged during any Renewal Term will be automatically converted to and charged on a monthly basis unless Customer calls Company at least 5 days prior to the commencement of the relevant Renewal Term to pay for said term in full. Provided that Customer has made all payments in full for the Initial Fee and is not in breach of any terms of the Agreement or actions directed by Company for the treatment of Covered Pests, the Initial Fee shall be locked in for the Initial Term and the first Renewal Term. Prior to commencement of the second Renewal Term and at any time thereafter, Company may review the fees charge from time to time and increase the fees to be paid by Customer to Company (the “Future Fee”). Customer agrees that it will pay all of the Initial Fee and/or any Future Fees due for the entirety Initial Term or then current Renewal Term. Customer hereby agrees to payment of the Initial Fee and/or Future Fee, whichever is relevant, and upon default of any payment due, the entire amount due for the then current Initial Term or Renewal Term becomes due immediately. Customer authorizes Company to charge the credit card or debit card provided to Company on a monthly basis (unless a lump sum payment is agreed upon as provided herein). Customer acknowledges that Company will store the credit card/debit card information provided to Company at time of acceptance of this Agreement and will charge said card for all fees due until such time as this Agreement is terminated. Customer may call Company to change the method of payment at any time. In the event that a charge by Company is declined, rejected, or otherwise unpaid, Customer must provide a new payment method to Company and the failure to do so shall result in the automatic termination of the Services by Company as well as automatic termination of the Warranty. In addition, Customer agrees that interest at the lesser of 15% per year or the maximum amount permitted by law shall be due on any overdue payments/fees due Company from the due date until the date paid. In the event that Company incurs fees, costs, and/or expenses, including but not limited to attorneys’ fees and costs, resulting from the retention of a collection agency and/or law firm to recover any unpaid monies, Customer shall be liable to pay and/or reimburse Company for all such fees costs, and/or expenses.
5. **Access:** Customer agrees to provide Company access to those areas of the Premises required for performance of the Services at agreed times. Customer will provide access to any water or electricity required to perform the Services. If a service date has been mutually upon by Company and Customer, but Company is unable to render services because Customer fails or refuses to provide access to the Premises, Customer shall pay a service fee to Company and must reschedule the service date. Failure to reschedule a service date, resulting in an extended time between Company’s inspection and/or treatment, will result in voiding the Warranty.
6. **Pest Inspection:** All pest inspections undertaken as part of the Services will be based upon a visual inspection only limited to those areas and sections of the Premises fully accessible and visible to Company’s technician on the day of the inspection.

7. **Advice and recommendations:** An essential part of Company's Services and control measures is the co-operation of Customer. Customer agrees to fully cooperate with Company during the lifetime of this Agreement and agrees to maintain premises free from any factor or condition contributing to reinfestation by Covered Pests and vermin and rodents, including but not limited to proper garbage disposal, repairing broken windows and doors, holes in foundation, leaking roofs, etc. Company's technician may provide a report to Customer after each visit which may include advice and recommendations for Customer to control and minimize pests. These may include cleaning, storage and maintenance of the Premises as well as furniture, equipment, materials, foodstuffs, and other items thereon. Company may elect to terminate this Agreement if a Customer fails to implement recommendations necessary to eliminate factors or conditions contributing to re infestation by Covered Pests.
8. **Moisture:** Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of household pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew, and other fungi. Company does not possess the knowledge or expertise to identify mold, mildew or other fungi. Company also does not possess the knowledge or expertise necessary to give opinion on or offer remediation of the effects of mold, mildew, or other fungi, including decay and nondecay fungi, on structures or on air quality. Moisture conditions, mold, mildew, or other fungi-related conditions should be identified, evaluated, and corrected by a professional trade with expertise in the field. Company is not qualified to and does not render an opinion regarding potential human health risks or effects on the body that may result from exposure to mold, mildew, or other fungi. Human exposure to mold, mildew, or other fungi can be enhanced anytime structural components are disturbed, such as through remediation of pest-related problems. It is the customer's responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores, or fungi; health-related issues, or indoor air quality to a qualified professional. Company is not responsible for, and Customer hereby agrees to hold harmless Company from, personal injury or property damage resulting from the presence, disruption, or dispersal of mold, mold spores, mildew, or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems.
9. **Safety Instructions:** Customer must notify the Company and/or the technician before commencing any Service of any health and safety issues, including but not limited to asbestos or dangerous animals, at the Premises. Customer acknowledges and understands that Company may apply chemicals, compounds, and materials to the Premises which may be toxic, fatal, or otherwise harmful if ingested or come in contact with humans or animals. It is important that Customer follows the safety instructions provided by Company's technician concerning pesticides and other safety instructions relevant to the Services. Company is hereby authorized to use on or about the Premises, such chemicals, compounds, and materials as it deems necessary to effect the Services. Company shall use reasonable care in performing the Services; however, the nature of the work is such that the Company cannot be responsible for domestic animals, stains, discolorations, or causes beyond reasonable care, except those caused by acts of gross negligence on the part of the company. To the fullest extent permitted by law, Customer hereby releases Company and its employees, agents, officers, directors, and subcontractors from any and all claims arising out of the use or application of chemicals, compounds, and materials on or about the Premises.
10. **Treatment effectiveness:** Company will deliver the Services in a competent and professional manner taking into account these terms. The ongoing effectiveness of the Covered Pest control depends on Customer implementing Company's recommended hygiene and property maintenance procedures. Pest treatment will also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing materials to the property that encourage pest activity.
11. **Equipment:** In the event Company installs any equipment at the Premises as part of the Services, Customer agrees to take reasonable care of the equipment and to follow any instructions given by Company in relation to the equipment and its use. All equipment shall remain the property of Company and Customer agrees not to move or modify the equipment including removing any labels thereon. Customer agrees that it shall pay Company all costs associated with rectifying damage caused to the equipment including loss, theft or damage caused by fire. Customer agrees to immediately inform Company if the equipment is damaged or removed. On termination of this Agreement for any reason, Customer must provide access to the Premises to allow Company to remove the equipment.
12. **Warranty:** Provided that Customer has paid any/all fees due, and has complied with the advice and recommendations of Company and Company's technicians as set forth in Section 7, Company warrants the effectiveness of the Services for the control of Covered Pests, in and around the Premises during the Term and any Renewal Term (the "Warranty"). Company guarantees that, if Customer sees infestation levels of Covered Pests during the Term and/or any Renewal Term, Company will return at no cost to Customer, and make any necessary corrections. Provided, however, Customer acknowledges that the sighting of a few insects, or a few dead insects in the structure does not rise to the level of infestation does not mean you have an infestation. In the event that Customer calls to request Warranty services but no infestation is present, Customer will be charged for Company's work for such visit with a minimum charge imposed of at least 1 labor hour labor.
13. **Limitation of Liability:** To the fullest extent permitted by law, Company's total liability to Customer in relation to this Agreement and/or the Services (whether in contract, negligence, tort or otherwise) is limited, at Company's option, to the

resupply of the Services or the cost of the Services during the Initial Term or Renewal Term during which any claim against Company may arise.

14. **Damage to Utilities:** If delivery of the Services requires drilling or cutting any materials, Customer will be responsible for identifying the location of all utility services to the Premises including water and drainage pipes, electrical and telephone cables, gas pipes, etc. Company will exercise due care in performing any drilling or cutting but Customer shall be obligated to pay for, and shall indemnify Company for, any damage caused to any such services/utility lines unless caused by the negligence of Company.
15. **Reliance on Service and Report:** All reports provided by Company in relation to the Services are provided solely for the benefit of Customer named in the report. Neither this Agreement nor any report may be assigned by Customer to another person without the prior written approval of RPC that may be given conditionally or withheld.
16. **Entire Agreement:** This Agreement contains the entire understanding of the parties and, except for any agreements, terms, or warranties provided by law which cannot be excluded or modified by this Agreement, all other terms representations, conditions, guarantees, undertakings, warranties including liability which might have been implied by law or have any application are expressly excluded to the fullest extent permitted by law.
17. **Inability to deliver Services:** Company shall not be responsible for any delay or failure in meeting its obligations if the failure results from a cause beyond its control including acts of God, storms, floods, fire, weather events, war or civil disturbances, industrial disruption or accidents involving the loss or breakdown of equipment, materials, or facilities required for Company's services.
18. **Privacy:** Customer authorizes Company, its employees and related entities, to use and disclose the personal information of the Customer as necessary for performance of the Services.
19. **Disputes and Governing Law:** Claims, disputes and other matters in question between the parties arising out of or relating to the Agreement, the Services, or the Warranty shall be submitted to arbitration by a single neutral arbitrator. This Agreement is governed by and subject to the laws of the State of New York, with regard to conflict of law principals. Customer hereby irrevocably submits to the jurisdiction of an arbitrator for an arbitration to occur in Erie or Niagara County, New York.