

Date of Job: \_\_\_\_\_

**Heat Treatment Service Agreement & Preparation Instructions**

Customer Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Treatment Address: \_\_\_\_\_  
 City, State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Structure/Rooms to Be Treated: \_\_\_\_\_

***Important: Read Carefully; Your Signature is Required***

All Dead Termite Co. will utilize heat technology and chemical application, if necessary, to eliminate your pest problem. Your property will be heated to temperatures between 120° F - 160° F. Although the potential of damage to the structure, wiring, windows, furnishings and fixtures is minimal, heat can be damaging. Some property is heat sensitive.

- CONDITIONS AND RESPONSIBILITIES OF THE CUSTOMER.** The following are the necessary preparations to be performed by the customer before any heat treatment is to be performed. If for any reason these procedures are not followed the COMPANY cannot be held responsible for any injuries or damages. Failure of the COMPANY to note any deficiencies to the following preparation list does not waive the responsibility of the customer.

**THE FOLLOWING ITEMS BUT NOT LIMITED TO THE FOLLOWING ITEMS ARE TO BE REMOVED FROM THE STRUCTURE BEFORE TREATMENT OR PLACED IN THE BATHTUB FOR INSPECTION:**

Aerosol cans (air fresheners, cleaning products, etc.), Vinyl Blinds, Medicines, Fire Arms, Ammunitions, Candles, Crayons and other Wax based products, Flammables, Alcohol products, Lighters, Oxygen Bottles or other pressurized objects, *Anything Living*, Pets, Plants, Loose Photos, Fresh Food, ***ELECTRICAL EQUIPMENT INCLUDING BUT NOT LIMITED TO:*** Cameras, TVs, iPods and iPads, Cell Phones and other similar equipment. Also Flashlights, Batteries, Musical Equipment including all Stringed Instruments, Oil Painting or other art, Heirlooms and ***any items considered irreplaceable.***

**Items that are impractical to remove can be wrapped with an insulated material.**

- AIR CONDITIONING, HEATERS, SPRINKLER SYSTEMS<sup>4</sup>, GAS AND BURGLAR UNITS.** The occupant must turn off any and all of these and similar units before treatment is to be performed by the COMPANY. This includes turning gas off at the meter. No open flames or pilot lights are to be on or restarted until after the COMPANY'S treatments have been concluded.
- All vehicles,** boats, trailers, campers, etc., must be removed from garages/carports, driveways and RV parking areas during treatment if necessary. COMPANY will not assume responsibility for any damage to same.
- SECURITY OF PERSONAL PROPERTY OR CONTENTS:** For insurance purposes, we request you remove and take with you any valuables you deem necessary, such as jewelry, furs, etc. We recommend that you remove any valuables, including, but not limited to, cash, jewelry, and personal items, from the (building/residence) prior to the COMPANY'S services. Customer understands that the COMPANY and its insurers will not be responsible for the theft or disappearance of any personal property or contents from the building/residence during the treatment process.
- To ensure complete heat ventilation, the COMPANY may open your drawers, windows, cabinets and closets.
- WARNING FOR POSSIBLE ROOF AND PLANT DAMAGE.** The COMPANY cannot be held responsible for possible roof or plant damage unless it is the result of gross negligence by the COMPANY.
- Due to the fragile nature in which **mobile homes** are constructed, some damage may or will occur to carports, roofs, roof rails, sidings, awnings or trim. Decorative ground cover will be disturbed and plastic beneath ground covering may or will be torn in order to get a proper ground seal. COMPANY can assume no responsibility for damage to and/or replacement of any of these damages mentioned above.
- This Notice has been printed in the English language. By signature hereon, the homeowner, agent, or occupant(s), agrees that he/she has had this form explained in their native tongue by their own interpreter.
- THIS AGREEMENT DOES NOT PROVIDE PAYMENT OR REIMBURSEMENT FOR THE REPAIR OF PRESENT OR FUTURE DAMAGES, MEDICAL PAYMENTS OR INJURIES DUE TO SERVICES RENDERED FOR BED BUGS.**
- Binding Arbitration** -The customer and The Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of this contract or to the treatment of or rendering of services to the identified property in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by arbitration. The arbitrator shall be a licensed legal representative, independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Contract. Neither party shall sue the other party with respect to any matter in dispute

between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorney's fees, with respect to such suit and the arbitration award shall so provide.

- 11. **CHEMICAL SENSITIVITY.** Chemical Sensitivity: If Customer or other occupants of the structure(s) believe they are or may be sensitive to pesticides/termiticides or their odors, Customer must notify Company in writing prior to treatment, including information on whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waive of claims against Company in connection with such sensitivity.
- 12. **CHANGE IN LAW.** The COMPANY performs its services in accordance with the requirements of federal, state and local law. In the event of change in existing law as it pertains to the services promised herein, contract reserves the right to revise the annual extension charge or terminate this contract. 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.
- 13. **SEVERABILITY** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 14. **CONSUMERS RIGHT TO CANCEL** IF THIS CONTRACT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS CONTRACT BY MAILING A WRITTEN NOTICE TO THE SELLER. THE NOTICE MUST STATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE POSTMARKED BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS CONTRACT. IF YOU CANCEL, THE COMPANY MUST RETURN ALL OF YOUR CASH-DOWN PAYMENT.

**"OUR 30/60 BED BUG SERVICE AGREEMENT"**

To prove our confidence in the services we provide, we are offering our 30/60 service agreement. If our Heat Treatment Process did not eliminate the infestation and you have Live Bed Bugs within 30 days of your initial Heat Treatment, we will return and perform remedial treatments in the infested areas only.<sup>1</sup> At our discretion, we may use heat or chemical options to resolve issues with small occurrences of bed bugs. Retreats within the first 30 days are performed at no cost to you. After 30 days, a fee of \$200.00 per treated room will be charged for additional heat treatments. Chemical treatments will be offered as an option for \$75.00 per room after 30 days. There will be no agreements in place after 60 calendar days unless agreed upon in writing by the customer and All Dead Termite Co.

Additional protection may be purchased at a rate of \$\_\_\_\_\_ per month. Payment to extended service agreements must be paid at time of service or a credit card for monthly payments must be provided. If monthly payment transaction is not successfully rendered on the due date all service agreements end at that time. Cancelled or expired Service agreements may not be renewed without a treatment being performed by All Dead Termite Co (ADTCO).

Total months customer wants to extend service agreement protection \_\_\_\_\_. Total cost plus taxes for service agreement extension \$\_\_\_\_\_.

The signature line below represents the date at which this agreement takes effect.<sup>2,3</sup> (X\_\_\_\_\_ initials for reading 30/60 service agreement)

**THE UNDERSIGNED HAS READ AND FULLY EXPLAINED THE CONTENTS HEREIN AND FULLY UNDERSTANDS IT.**

_____	_____	_____
Signature Owner/Agent	Title	Date
_____	_____	_____
Company Representative	Title	Date

<sup>1</sup> Live bed bugs must be found on our inspection or presented by the customer to trigger additional services; Complaints of bites alone are not sufficient to trigger the service agreement.

<sup>2</sup> Commercial and Multifamily clients may not be afforded the 30/60 service agreement. If not, the customer will be notified prior to service.

<sup>3</sup> The terms of the 30/60 service agreement may be amended by All Dead Termite Co. as warranted and as discussed with the customer based on each unique set of circumstances prior to the treatment.

<sup>4</sup> If the above-mentioned property has a fire sprinkler or fire suppression system in operation. The Fire Sprinkler Supplement must be signed and agreed to.