

PEST CONTROL AGREEMENT

BRANCH ADDRESS **11850 Plantation Rd Suite C**
BRANCH PHONE **(941) 867-323** LICENSE #

PURCOR
PEST SOLUTIONS

DETAIL					
SERVICE AT			BILL TO		AGREEMENT DETAILS
CUSTOMER Marsh Landing townhouse Condo			☐ CHECK HERE IF SAME AS SERVICE ADDRESS		OFFICE USE ONLY
ADDRESS 23062-23082 Loan Oak Dr			CUSTOMER Marsh Landing to Association 7		BILL TO #
CITY Estero	STATE FL	ZIP 33928	ADDRESS 23062-23082 Loan Oak Dr		DATE
PHONE 1 239-372-2996			CITY Estero	STATE FL	ZIP 33928
PHONE 2			PHONE 1 239-372-2996	PHONE 2	
EMAIL William@nextgcm.com			EMAIL William@nextgcm.com		

STANDARD PEST'S COVERED IN THIS AGREEMENT*

☒ Ants (excluding carpenter) ☐ Outside Roaches ☐ Wasps ☐ Earwigs ☐ Occasional Invaders* ☐ Spiders ☒ Silverfish
☐ Other _____ Notes: **American roaches, spiders interior, exterior only, 10 callbacks a month for interior, if needed, service for 3 buildings**

PREMIUM PEST'S COVERED IN THIS AGREEMENT*

☐ Carpenter Ants ☐ Indoor Tick Control ☐ Caribbean Crazy Ants ☐ Stored Food Product Pest ☐ Scorpion ☐ Fire Ants
☐ Indoor Flea Control ☐ Spider Control ☐ Inside Rodents Mice/Rats ☐ Outside Rodents Mice/Rats ☐ Clothes Moths
☐ German Roaches ☐ Other _____ Notes: _____

PEST SOLUTIONS/PRICING BREAKDOWN

Service Type ☐ Standard ☐ Premium ☐ One Time

Pest Solution Initial \$ **150.00**

Monthly Coverage \$ **150.00**

One Time Pest Installation \$ _____

Payment Type: ☐ Credit Card ☐ ACH ☐ PO

I, the Customer, authorize the Company listed to charge for my services by credit card/ACH/bankdraft & understand that this payment information will be saved for future and recurring transactions on my account until I request cancellation of this authorization by calling or writing the branch location above.

☐ (Initial if Applicable)

I, the Customer, understand that my payment will automatically be charged on the 1st of every month for on going protection. I, the Customer, also understand that monthly billing does not indicate monthly service.

☐ (Initial if Applicable)

PEST SOLUTIONS SERVICE SCHEDULE

January	February	March	April	May	June
X	X	X	X	X	X
July	August	September	October	November	December
X	X	X	X	X	X

PI - Initial PS - Service

BUYER'S RIGHT TO CANCEL: If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to PURCOR before midnight of the third business day after the day Customer signed this Agreement.

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect PURCOR's obligations under the terms of this Agreement. Customer specifically understands that PURCOR and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

	05/03/2024		05/02/2024
Customer	Date	Purcor Representative	Date

By signing the Electronic Signature Acknowledgment and Consent Form, that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound to this agreement. I further agree my signature on this document is as valid as if I signed the document in writing. This is to be used in conjunction with the use of electronic signatures on all forms regarding any and all future documentation with a signature requirement, should I elect to have signed electronically. Under penalty of perjury, I herewith affirm that my electronic signature, and all future electronic signatures, were signed by myself with full knowledge and consent and am legally bound to these terms and conditions.

General Terms & Conditions

PURCOR and Customer agree to the following Terms and Conditions:

1. **GENERAL:** These terms and conditions, together with those contained in an agreement, estimate or proposal to which these terms and conditions are attached or in which they are referenced, constitute the entire agreement (the "Agreement") between PURCOR Pest Solutions ("PURCOR") and its customer ("Customer"). PURCOR expressly rejects terms and conditions of any order, confirmation or other document submitted by Customer and any change to the terms of the Agreement unless the change is in writing and signed by an authorized officer of PURCOR. Customer's acceptance of a document containing or incorporating these Terms and Conditions, or Customer's receipt of services will constitute Customer's acceptance of the terms of the Agreement.
2. **TERM AND PRICING:** The Initial Term of this Agreement is thirty (30) days. PURCOR's service automatically renews monthly upon payment of the Monthly Coverage Fee unless either party is notified in writing with at least fifteen (15) days prior to the end any Term. Customer is responsible to pay for any services performed prior to formally notifying PURCOR to cancel service.
3. **SPECIFIC EXCLUSIONS:** Customer agrees that this Agreement does not cover, and PURCOR shall not be responsible or liable for, any of the following:
 - a. Any Pest not selected for service under this Agreement, and in no event, bed bugs, wood-destroying organisms and mold are not serviced under this Agreement;
 - b. Personal injuries or damages of any nature arising from biting or stinging pests;
 - c. Personal injuries arising from Customer's failure to follow PURCOR's pre or post service warnings or protocols;
 - d. Damages caused by PURCOR to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the completion of the service selected;
 - e. Any odors, smell, scent or damage associated with the death and/or decay of any pest, when such death and/or decay occurs in inaccessible areas, including but not limited to attics, crawl spaces, behind walls and under flooring; and
 - f. Injury or death to animals or pets that come into contact with any pesticide or device deployed in conjunction with any service provided under this Agreement.
4. **LIMITATION ON LIABILITY:** PURCOR SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF USE OR ENJOYMENT, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES), BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OTHER TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER PURCOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL PURCOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SERVICE OR GOODS EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE OR GOODS PROVIDED BY PURCOR TO WHICH THE CLAIM RELATES.
5. **DUTY TO AVOID CONDUCTIVE CONDITIONS:** PURCOR will notify Customer of the need to correct or eliminate certain identified conditions in or around the Structure(s) that are conducive to an infestation by a serviced pest. Customer acknowledges that PURCOR cannot control the serviced pest while the identified conducive condition exists. If noted conditions are not corrected by the Customer, as required, PURCOR shall be released from any further obligation under the Agreement upon written notice of termination to the Customer. Customer must inform PURCOR of any and all complaints or sightings, potential or otherwise, associated with a serviced pest's infestation in or around Service Address.
6. **ACCESS TO SERVICE ADDRESS; ADDITIONAL SERVICE FEE; TERMINATION:** Customer agrees to provide full access to the premises and Service Address at the scheduled time of service. In the event that PURCOR is denied access to the Service Address, Customer will be charged an additional service fee if PURCOR is required to return to the premises to complete its service. The failure to promptly allow PURCOR such access will terminate this Agreement without further notice.
7. **CHEMICAL SENSITIVITY:** If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to PURCOR prior to any treatment or retreatment performed at the Service Address. PURCOR reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against PURCOR in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless PURCOR from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants at the Service Address, if Customer fails to provide the above written notice.
8. **CHANGE IN LAW:** Should any federal, state or local law or regulation change regarding this Agreement or the services provided herein, PURCOR is authorized to take any action necessary to bring itself into compliance with said laws. Any additional treatment or service required will be at Customer's expense. If PURCOR cannot modify its Agreement or services to comply with such change in the law, then PURCOR reserves the right to immediately terminate this Agreement.
9. **OWNERSHIP OF SERVICE COMPONENTS:** All service components utilized at the Service Address are and remain the property of the Company. Upon termination of this Agreement for any reason, Customer grants the Company permission to enter the Service Address to recover all service components.
10. **CONSENT TO RECEIVE INFORMATION:** Customer consents to PURCOR Pest Solutions and its affiliates contacting Customer via automated technology, including calls, texts, emails, service notifications and prerecorded messages, at the number and email Customer has provided pursuant to this agreement, concerning matters relevant to Customer's scheduled Services as well as other services or products offered by PURCOR Pest Solutions.
11. **FORCE MAJEURE:** PURCOR will not be liable under the Agreement if PURCOR is prevented from or not reasonably able to perform under the Agreement due to circumstances caused in whole or part by any contingency or event beyond PURCOR's reasonable control, including, without limitation, acts of God, acts of any government, war, riots, disease, vehicle or equipment breakage, or any shortage of or inability to secure labor, labor strikes, transportation facilities, fuel, energy, materials or supplies at reasonable prices or from regular sources. PURCOR reserves the right to delay, adjust or terminate the services in the event of occurrence of such a circumstance.
12. **OTHER INSECTS/ORGANISMS:** This Agreement provides for the treatment for the pests selected for service on the front of this Agreement. This Agreement does not provide for treatment of any other form of insect or organisms.
13. **PESTICIDE INFORMATION:** UPON REQUEST PURCOR WILL PROVIDE CUSTOMER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL AND THE SAFETY DATA SHEET FOR PESTICIDE(S) WHICH WILL BE USED TO TREAT THE PREMISES.
14. **ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties. Customer further agrees that if any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
15. **NON-PAYMENT:** Company may utilize a collection service or initiate legal action to recover unpaid balances. Customer agrees to pay the Company's collection costs and/or court costs and reasonable attorneys' fees as allowed by law.

