

Gold Account Pest Control Service Agreement

COMMERCIAL PEST CONTROL
390 West Pike Street • Suite 206
P.O. Box 465838 • Lawrenceville, GA 30042
Phone 678-376-6272 • Fax 678-376-6274

Customer
[Empty box for customer name]

Date
[Empty box for date]

Phone
[Empty box for phone number]

Service Location Occupant
[Empty box for service location and occupant]

Phone
[Empty box for phone number]

The following criteria must be met in order to receive Gold Account status:

- Customer holds an up-to-date Subterranean Termite Bait Service Agreement.
Customer opted for the "Quarterly in Advance" payment method indicated on the Subterranean Termite Bait Service Agreement.
Customer's Payment method for the Subterranean Termite Bait Service Agreement and the Gold Account Pest Control Service Agreement is by auto credit card charge or bank draft. Both of these charges will be located within one invoice. Therefore, the customer will receive one invoice and will pay for both services simultaneously.
Customer has signed and delivered the Credit Card/Bank Draft Authorization form to Commercial Pest Control.
Customer understands that if the Gold Account Pest Control Service Agreement is canceled for any reason the Subterranean Termite Bait Service Agreement account will remain a "Quarterly in Advance" payment type paid by Credit Card/Bank Draft.
Customer understands that the Gold Account Pest Control Service Contract is a flexible agreement. If customer does not want services rendered for one quarter customer is not obligated to receive the pest control services nor pay for the pest control services (see #1 on reverse for details). The service agreement will simply reinstate itself upon the next 90 day term.

THIS AGREEMENT by and between the two parties indicated above and hereinafter referred to as "CUSTOMER" (the buyer) and "CONTRACTOR" (the seller). The CONTRACTOR agrees to furnish pest control services for a period of 90 days from date of this agreement under the following terms and conditions: The initial service to be rendered on or about

The second and following services are to be rendered on or about 90 days thereafter for as long as this agreement remains in effect.

CONTRACTOR PROVIDES SUBSTANTIAL CONTROL OF THE FOLLOWING NAMED PESTS:

- Roaches
Ants
Pillbugs
Millipedes
Silverfish

CONTRACTOR WILL NOT PROVIDE SERVICE FOR THE FOLLOWING NAMED PESTS:

- Bees/Wasps
Spiders
Rodents
Wildlife
Scorpions
Ornamental Pest
Fleas
Pantry Pest
Commercial Pest Control will not provide any type of treatment, service calls, or protection for the named pests above.

WARRANTY

In the event that any warranted pest re-infestation occurs and additional service becomes necessary, the CONTRACTOR will render such service without additional charge, provided that the CUSTOMER has fulfilled all terms as listed in this agreement.

TERMS

In consideration of this service the CUSTOMER agrees to pay the sum of (\$) every 90 days. This amount is payable upon signing this agreement. Default in any payment due constitutes a breach of agreement by the CUSTOMER and makes the total balance under this agreement due immediately as liquidated damages. Interest on delinquent accounts to be added at the maximum legal rate until paid in full.

SERVICE AGREEMENT RENEWAL - At the end of the herein-specified service warranty period this agreement automatically renews itself for a like period under the same terms and conditions. Either party may cancel this agreement by giving written notice thirty days before any expiration date.

BUYER: Read and understand the CONDITIONS of this agreement that appear on the reverse side.

CHEMICAL SENSITIVITY: Commercial applies all chemicals in accordance with manufacturer, state & federal guidelines. If anyone entering the Premises is sensitive to chemicals or chemical odors Commercial recommends that you contact a physician prior to treatment. Commercial shall have no liability for side effects caused by chemicals or chemical odors.

YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SEE SPECIAL SERVICE INSTRUCTIONS

CONTRACTOR

OWNER OR AGENT

BY:

X

BY: TITLE

CONDITIONS

The CUSTOMER agrees to the following conditions:

1. This agreement is designed to auto renew every 90 days and **will not** cancel if CUSTOMER chooses not to have service performed during any 90 day service period. However, CUSTOMER must notify Commercial within 24 hours prior to scheduled service. Please note that if CUSTOMER calls the morning of scheduled service to cancel for 90-day service CUSTOMER will be charged for service.
2. To maintain the premises free from any factor or condition which may cause the chemical applications to be ineffective such as improper sanitation, faulty plumbing, poor drainage, debris or any unnecessary structural openings or obstacles.
3. To make the premises available to the CONTRACTOR on a specified date by a written letter so that services can be performed. Failure to do so may nullify the warranty features of this agreement but will not release the CUSTOMER from the financial obligation incurred herein.
4. This agreement covers only the location(s) and area so specified. No outbuildings such as barns, sheds, shops etc. are included unless specifically itemized.
5. To promptly notify the CONTRACTOR in advance of any additions or other structural modifications so that any needed chemical application can be rendered, such additional treatment to be paid for by the CUSTOMER and the 90 charge adjusted to cover the added areas.
6. To acknowledge that this agreement is of a limited warranty and the CONTRACTOR may only render substantial control of those pests indicated herein and that no other warranty is expressed or implied.
7. That all chemical pesticide formulations and application procedures used by the CONTRACTOR are under the jurisdiction of an agency of the federal government and are subject to change without notice.
8. The application of chemical formulations may result in some odors and/or vapors and the customer agrees to air-out premises before inhabiting same.
9. Only such agreements as clearly specified in this agreement shall be binding.
10. Company will complete outside service on quality basis. Inside service will only be performed if an active infestation is found.
11. Unkept scheduled appointments will be charged.