

## CONTRACT TERMS AND CONDITIONS

This contract is for the specific services described herein above, and is made effective as of the execution date, by and between East End Pest Management Inc. (“EPPM”) and Property Owner (or agent) named above, (hereafter referred to as “CUSTOMER”). In addition to the above terms of service for the dates and cost as listed, CUSTOMER also agrees to the following terms. No services will be scheduled or performed without signed/dated contracts and/or credit card information if applicable. A copy of this contract will be made available at your request along with labels for products if you need them for your records.

Prepay Accounts: “Qualifying programs” for prepay accounts only include those of at least 5 months duration, or 5 service dates when applicable. Interior and/or Exterior rodent control services do not qualify for this promotional discount. CUSTOMERS who prepay will receive 10% off our regular prices only for a qualifying service program. The full discount will be credited only to the last service date of the agreement. Acceptance of service on each scheduled date prior to the last service date constitutes an agreement to pay for that scheduled service in FULL at the non-discounted rate. If CUSTOMER cancels before the last date of service mentioned on a contract of any qualified program, CUSTOMER agrees to pay the full non-discounted rate for all services rendered as well as all fees associated with early cancellation. CUSTOMER further agrees by execution of this contract that if CUSTOMER initiates a charge back on a credit card, canceling an active prepay account, for the purposes of obtaining discounts for a shorter period of service, that trying to obtain such a refund in this manner is a fraudulent attempt to obtain discounted services in breach of the contract. In this event the CUSTOMER agrees to pay an added fee of 100.00 for additional processing associated with the charge back process. This additional fee will be due in conjunction together with any/all other early cancellation fees mentioned above. CUSTOMER further acknowledges and agrees by execution of this contract that EPPM will aggressively seek recovery of any and all costs and damages incurred by EPPM in the event CUSTOMER breaches this agreement. ALL PREPAY ACCOUNTS MUST BE PAID IN FULL PRIOR TO FIRST SERVICE DATE TO RECEIVE AND APPLY THE PREPAY DISCOUNT FOR THE LAST SERVICE DATE.

Refund Policy: There will be no refunds of payments on prepay accounts. For all other types of accounts, all refunds of payments which were paid with credit cards will be subject to a 5% charge of the service cost for card processing fees and will be deducted from the total to be refunded.

Cancellation Policy (Including for Prepay accounts): All contracts on a payment schedule canceled prior to completion of the term of the contract will be subject to a \$100.00 processing fee associated with processing an early cancellation. An additional service fee of \$75.00 for removal of equipment may also apply.

Late Payment Charges: All CUSTOMER accounts with balances outstanding in excess of 90 days will be charged a 1.5% finance charge monthly from the date of service, and a processing fee of \$50.00. All discounts will be forfeited including promotions and/or special discounts awarded and will be sent to a third party collection WITHOUT EXCEPTION.

Dates of Service: The dates of service specified above are approximate, unless specific dates are requested. THE PROPERTY OWNER OR OWNER'S AGENT MAY REQUEST THE SPECIFIC DATES OF APPLICATIONS TO BE PROVIDED. IF SO REQUESTED, THE PESTICIDE BUSINESS OR APPLICATOR MUST INFORM OF THE SPECIFIC DATES AND INCLUDE THAT DATE OR DATES IN THE CONTRACT.

Cancellation of Scheduled Service Date(s): We require no less than 24 hours notice of any cancellation prior to the intended service date and time. Services canceled on the same day or at time of service may be subject to a service call fee. EEPM will reschedule service calls twice at no charge if rescheduled as mentioned, after which a service fee may be charged, at the discretion of EEPM. Services that include follow up treatments at no additional cost must be requested by the CUSTOMER within the specified time interval, otherwise they are considered forfeited.

Assignability: Pest control service contracts are not assignable or transferable.

Other Fees and Conditions: Failure to provide access to the home for the purpose of INTERIOR RODENT CONTROL equipment removal will result in a fee of \$50.00.

Discounts for other types of contracts may be offered from time to time and will be referenced in a separate written document associated with those specific services. Any changes to the contract require a separate written agreement.

Severability: If any provision(s) of this contract shall be held invalid, illegal, or unenforceable, to the maximum extent possible this contract shall continue in full force and effect without said provision.

Indemnifications: The CUSTOMER agrees to indemnify and hold harmless EEPM and its agents from any claims arising from: any damage caused by pests, including, but not limited to, replacement of furniture, medications, or medical expenses; any harm as a result of any pest issue or control efforts other than for intentional failure during, or for gross negligence during pesticide applications; and UNAUTHORIZED tampering with equipment by homeowners, pets, or tenants, including equipment left on the property for the purpose of controlling pests such as bait receptacles or traps. It is understood that precautions must be taken during the service interval of this contract. It is the responsibility of the CUSTOMER to take precautions that are appropriate during pest control efforts on the CUSTOMER's property.

The CUSTOMER affirms by execution below that CUSTOMER is bound by all of the Terms of this contract. A COPY OF THESE TERMS ARE AVAILABLE ON OUR WEBSITE AT [eastendpest.com](http://eastendpest.com). THANK YOU.