



BED BUG DRY HEAT TREATMENT AGREEMENT

Company: Guardian Angel Exterminating, Inc. • 12812 S. Memorial Dr. #105, Bixby, OK 74008 • (918) 445-2643 hereafter referred to as "GAE"

Customer Name: _____ Date: _____

Customer Address: _____

Phone: _____ Alt Phone: _____

Treatment Address: _____

Guardian Angel Exterminating agrees to perform a bed bug heat Treatment for the service address listed above and to continue to warranty re-infestation of bed bugs for 60 days. Subsequent to this 60 day period, a service agreement extension is available on a bimonthly basis for an additional fee and by the mutual consent of both parties.

The cost of the initial treatment and 60 days of coverage is _____. Due on the day of treatment. If heat treatment is cancelled or rescheduled without 3 day notice, the down payment which was paid at the time of consultation is forfeited.

- STRUCTURE ARRANGEMENTS.** GAE must have access to all areas within the structure, including rooms or garages kept locked, from 9 AM until 5 PM on the day of your treatment. (If the treatment is going to last longer than 5 PM, your technician will call you by 3 PM to let you know.) Please make arrangements to be out of the structure after the technician arrives to your home.
- 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 GAE cannot be held responsible for any injuries or damages. Failure of GAE to note any deficiencies to the following preparation list does not waive the responsibility of the customer
THE FOLLOWING ITEMS ARE TO BE REMOVED FROM THE STRUCTURE BEFORE TREATMENT:
Aerosol cans (air fresheners, cleaning products, etc.), Medicines, Candles, Crayons and other wax based products, Flammables, Alcohol products, lighters, oxygen bottles or other pressurized objects, 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 paintings or other art, heirlooms and items considered irreplaceable.
(A detailed list of preparations is available at <http://www.bedbugpest.com/prepare-heat>)
- AIR CONDITIONING, HEATERS, SPRINKLER SYSTEMS, GAS AND BURGLAR UNITS.** The occupant must turn off any and all of these and similar units before treatment is to be performed by GAE. This includes turning gas off at the meter. No open flames or pilot lights are to be on or restarted until after GAE'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. GAE 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 GAE'S services. Customer understands that GAE 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, GAE may open your drawers, cabinets and closets.
- Warning for possible roof, floor, glass, mirror, window or plant damage. GAE cannot be held responsible for possible roof, floor, glass, mirror, window or plant damage unless it is the result of gross negligence by GAE.
- 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. GAE 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 bed bugs or services rendered for bed bugs.**
- Binding Arbitration-**The customer and GAE 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.
- 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 **GAE** 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. **GAE** 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 **GAE** in connection with such sensitivity.
- CHANGE IN LAW.** GAE 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.
- 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.



15. CUSTOMER EXPECTATIONS FOR BED BUG ELIMINATION. Up to 99% of all bed bugs and their eggs will be killed in areas where the heat treatment is applied in most situations. Vacant structures and cluttered or "hoarding" situations are difficult to treat for bed bugs and it may take longer than normal for all bed bug activity to cease. It is also possible for new bed bugs to be introduced into the environment after the treatment is complete. GAE will apply a residual pesticide immediately after the heat treatment is complete. It is for this reason that we ask customers to wait a full 2 weeks after treatment for complete results. If live bed bugs are found 2 weeks after original bed bug treatment was performed by GAE and within the 60 day bed bug warranty period, then additional pesticide bed bug treatment will be performed at no cost to the customer. -

16. PAYMENT. Full payment is due prior to job commencement. A 1.5% per month finance charge will be assessed for late payments. If a check is returned for any reason, a \$25 Returned Check Fee will be assessed. -

17. AFTER TREATMENT: DO NOT TOUCH WET SURFACES! Keep people and pets out until surfaces are dry (approximately 4 hours). Don't place bed bug encasement onto treated mattresses or box springs for 60 days. Be prepared to reorganize the home after treatment. To aerate the home: open windows and/or turn on fans to circulate air. Do not attempt to cool your home with the AC after heat treatment until temperature is the same or less than outdoor temperature. Please Sweep and/or vacuum after heat treatment. Do not shampoo carpet for 60 days after treatment.

THE UNDERSIGNED HAS READ AND AGREES TO THE CONTENTS HEREIN AND FULLY UNDERSTANDS IT.

CUSTOMER SIGNATURE

Date _____

PEST CONTROL REPRESENTATIVE

Date _____

Additional Job Notes: