



Presidio Pest Management

BED BUG AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE
OF A REPRESENTATIVE OF PRESIDIO PEST MANAGEMENT, WHO HAS
SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF PRESIDIO.

Customer Name _____ Date _____

Customer Service Address _____

City _____ State _____ Zip Code _____ Phone _____

Billing Address _____

City _____ State _____ Zip Code _____ Phone _____

Service Day _____ Business Type _____

Email Address _____

The Rooms / Areas to be Inspected and/or Treated: _____

- I. **SERVICE GUARANTEE:** Presidio Pest Management (hereinafter "Presidio") will provide a Bed Bug Service (treatment) under the terms and conditions of this Agreement, which supersedes any terms and conditions for bed bug treatment services set out in any other Agreement with Presidio. Presidio will provide treatment to the rooms/areas identified above. This Agreement includes a 30-day retreatment guarantee only. It WILL NOT provide permanent control or continuous protection. Presidio does not guarantee that bed bugs will not return, but if they return to the treated areas within 30 days following the completion of the initial service, Presidio will retreat these affected areas free of charge.
- II. **SERVICE EXCLUSION:** The Customer understands that this service is for bed bugs only and does not include service for any other pests or any mold or mold-like conditions.
- III. **CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Presidio as reasonably necessary to facilitate service, which includes making accessible the areas to be serviced and completing the Bed Bug Service Preparation Checklist.
- IV. **LIMITATION OF LIABILITY:** The Customer expressly releases Presidio from liability for any claim for personal injury (including stings or bites from any pests) or property damage (to include the structure or contents) caused by pests. The Customer agrees that under no circumstances shall Presidio be liable for any amount greater than the amount paid by the Customer to Presidio for the services to be provided. In no event will Presidio be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.
- V. **INDEMNIFICATION:** The Customer agrees to defend, indemnify and hold harmless Presidio, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Presidio.
- VI. **MEDIATION/ARBITRATION:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY PRESIDIO UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT OR STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE, ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND PRESIDIO AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AND ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND PRESIDIO ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND PRESIDIO EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH PRESIDIO AGREEING TO PAY THE COSTS OF THE MEDIATION.
- VII. **CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Presidio may be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have sensitivity to pesticides or who has a medical condition affected by pesticides, the Customer shall immediately so notify Presidio in writing. At Customer's request, Presidio will provide information about the chemicals to be used in treating the premises.
- VIII. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to its conflicts of laws principles.
- IX. **ENTIRE AGREEMENT.** Customer acknowledges that the only terms and conditions of this agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed herein. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

I agree to pay PRESIDIO the below amount prior to receiving this bed bug treatment.

SERVICES RENDERED	\$ _____	PAYMENT MADE BY:	
SALES/SERVICE TAX	\$ _____	<input type="checkbox"/> PO # _____	
AMOUNT DUE	\$ _____	<input type="checkbox"/> CHECK	
AMOUNT PAID	\$ _____	<input type="checkbox"/> CASH	
BALANCE DUE	\$ _____	<input type="checkbox"/> COMPLETE EASY PAYMENT FORM	

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY PRESIDIO PEST MANAGEMENT

Presidio Representative Signature

Date

Customer's Signature () Owner () Lessee () Agent

Date



RELEASE OF LIABILITY AND DISCLAIMER

NAME _____

ADDRESS _____

AREA BEING TREATED _____

The undersigned recognizes that a heat procedure is going to be used to treat this area. I also acknowledge that there are some heat sensitive items referred to in the heat treatment checklist that may be harmed during treatment if they are left in the treated area. It is the responsibility of the Property Owner or his/her agent to REMOVE all such items prior to Presidio Heat Treatment. This includes all items listed in the Thermal Remediation Customer Preparation Checklist.

If the property owner, or agent for the property owner, wishes to leave the above referred to item(s) in the treatment area, Presidio will not assume any liability or responsibility for any damage that may occur.

I/we the undersigned have read, reviewed and agreed to all the provisions contained herein and have acknowledged receipt of this Release of Liability and Disclaimer. I also acknowledge that I have received and reviewed the preparation checklist and that In the event that I/we do not remove the item(s) from the treatment area as described in this notice, I/we agree to hold Presidio and those involved in the completion of stated treatment, harmless of any liabilities connected with this treatment.

Presidio will not be responsible for any cash or valuables left behind during treatment.

Owner/Agent Signature **Title** **Date**

Tenant/Occupant Signature **Title** **Date**

REV. 6/2/12

PRESIDIO PEST MANAGEMENT

4581 LAPEER RD., STE. C, ORION TWP., MI 48362