

PEST CONTROL SERVICE CONTRACT

1. 1. Parties, Property, and Licensing

This Pest Control Service Contract (the "Contract") is entered into on [CONTRACT DATE] between [PEST CONTROL COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS], holding state pest control business license number [BUSINESS LICENSE NUMBER] and employing applicators certified under [CERTIFICATION CATEGORY] (the "Company"), and [CUSTOMER NAME], located at [CUSTOMER ADDRESS] (the "Customer"). The Company will provide services at [SERVICE ADDRESS], described as [PROPERTY DESCRIPTION, e.g., single-family residence of approximately 2,200 square feet with attached garage and crawl space / a 24-unit apartment building / a 6,000 square foot restaurant]. The Company will perform all services through licensed and certified personnel in accordance with applicable state and federal pesticide law, and will provide the license number of the applicator on request. Notices are effective when delivered to [COMPANY EMAIL] and [CUSTOMER EMAIL].

2. 2. Target Pests and Covered Areas

This Contract covers the following target pests: [TARGET PESTS, e.g., ants, cockroaches, spiders, silverfish, earwigs, mice and rats, wasps and hornets, and occasional invaders]. The following pests are expressly excluded and require a separate agreement and pricing: [EXCLUDED PESTS, e.g., termites and other wood-destroying organisms, bed bugs, fleas, ticks, wildlife such as raccoons, squirrels, bats, and birds, mosquitoes, carpenter bees, and stinging insect nests above HEIGHT LIMIT]. Covered areas include [COVERED AREAS, e.g., the interior perimeter of the structure, kitchens and bathrooms, accessible attic and crawl space entry points, the exterior perimeter to a distance of DISTANCE, garage, and identified harborage areas], and exclude [EXCLUDED AREAS, e.g., detached outbuildings, sheds, unattached garages, vehicles, and areas that are inaccessible or unsafe to enter]. Adding a pest or an area to coverage requires a written amendment and may change the price.

3. 3. Treatment Plan and Service Frequency

The Company will perform an initial inspection and initial treatment on [INITIAL SERVICE DATE], followed by [FOLLOW-UP PLAN, e.g., a follow-up treatment 14 days after the initial service] where the target pest requires it. Recurring service will then be performed [SERVICE FREQUENCY, e.g., quarterly, bimonthly, or monthly] on an approximate schedule of [SERVICE MONTHS OR INTERVAL], with an arrival window of [ARRIVAL WINDOW] and at least [APPOINTMENT NOTICE, e.g., 48 hours] advance notice of each scheduled visit. Each recurring visit includes: inspection of covered areas for pest activity and conducive conditions; treatment of the exterior perimeter, entry points, and identified harborage; interior treatment as needed or as requested; inspection and servicing of monitoring devices and rodent stations; removal of accessible spider webs and wasp nests within reach; and a written service report describing findings, products applied, and recommendations. The Company will adjust the plan seasonally based on pest pressure, and will recommend a change in frequency in writing if the current interval is not achieving control.

4. 4. Pesticide Disclosure, Application, and Re-Entry

Before or at the time of each application, the Company will disclose the brand name and EPA registration number of each pesticide applied, the target pest, the application areas and method, and the re-entry interval that must pass before people and pets return to the treated area. On request, the Company will provide the label and safety data sheet for any product used, and will leave a written record of the application at the Property or deliver it electronically. Applications will be made strictly in accordance with the product label, which is the legally binding instruction, and the Company will use the lowest-risk effective approach consistent with integrated pest

management, including exclusion, sanitation recommendations, baiting, and monitoring before or alongside broadcast application. The Customer will inform the Company in writing before each service of any occupant with a chemical sensitivity, respiratory condition, allergy, or pregnancy, any infant present, any pet including fish tanks and reptiles, and any beehive on the property, so products and methods can be selected accordingly. The Customer will observe all stated re-entry intervals and will inform occupants, guests, tenants, and staff of them.

5. 5. Re-Treatment Guarantee

If target pests covered by Section 2 reappear between scheduled visits, the Company will return and re-treat the affected areas at no additional charge, provided the Customer requests the re-treatment within [GUARANTEE REQUEST WINDOW, e.g., 30 days] of the last service and the Contract is current. The Company will schedule the re-treatment within [RE-TREATMENT RESPONSE TIME, e.g., three business days] of the request, or sooner where the situation presents a health or safety concern. This guarantee applies only to the target pests listed and does not extend to excluded pests, to new infestations introduced after the last service through goods or occupants brought onto the Property, or to conditions caused by the Customer. The guarantee is void where the Customer has: refused reasonable access for a scheduled service; declined recommended exclusion, sanitation, or moisture correction identified in writing; applied other pesticides that interfere with the treatment program; or failed to complete the preparation required in Section 6. The guarantee is a re-treatment remedy and does not include a refund of fees or payment for damage, and it terminates when this Contract terminates.

6. 6. Customer Preparation and Cooperation

The Customer will prepare the Property as directed by the Company before each treatment, which may include [PREPARATION STEPS, e.g., clearing kitchen and bathroom cabinets, removing or covering food, dishes, and utensils, laundering and bagging linens for certain treatments, moving furniture away from walls, providing access to closets and storage areas, covering fish tanks and turning off their air pumps, and removing pets from the Property for the re-entry interval]. The Customer will provide access to all covered areas at each scheduled visit and will keep crawl space, attic, and equipment access points clear and safe to enter. The Customer will maintain the sanitation, moisture, and structural conditions recommended in writing by the Company, including [CONDUCTIVE CONDITIONS, e.g., repairing leaks, sealing gaps and entry points, managing trash and food storage, trimming vegetation contacting the structure, and correcting standing water], since control cannot be maintained where conducive conditions persist. The Customer will report new pest activity between visits rather than treating it independently. Failure to complete required preparation may cause the Company to reschedule the visit and charge the missed visit fee in Section 8.

7. 7. Wood-Destroying Organisms and Structural Damage

Unless expressly stated in Section 2, this Contract does not cover termites, carpenter ants, powderpost beetles, wood-boring beetles, or other wood-destroying organisms, and it is not a termite warranty, a damage warranty, or a wood-destroying organism inspection report for a real estate transaction. The Company does not warrant that the structure is free of wood-destroying organisms or of damage caused by them, and any inspection performed under this Contract is a visual inspection of readily accessible areas only, without dismantling, probing behind finished surfaces, or moving stored contents. If evidence of wood-destroying organisms or of structural damage, moisture intrusion, or mold is observed, the Company will notify the Customer in writing and may recommend a separate inspection or treatment agreement, which will be quoted separately. The Company is not responsible for repairing damage caused by pests, for structural repairs, or for exclusion work beyond the scope described in Section 3 unless separately contracted. The Customer acknowledges that no pest control program eliminates the possibility of future infestation.

8. 8. Pricing, Missed Visits, and Payment Terms

The Customer will pay an initial service fee of [INITIAL SERVICE FEE] and a recurring fee of [RECURRING FEE] per [BILLING PERIOD] for the frequency in Section 3. Payment is due [PAYMENT TIMING, e.g., at the time of each service or within 15 days of invoice] by [PAYMENT METHOD], and amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. If the Company cannot perform a scheduled service because access was unavailable, preparation was not completed, or an unsecured animal made the work unsafe, a missed visit fee of [MISSED VISIT FEE] applies and the visit will be rescheduled. Additional services, including treatment of excluded pests, exclusion and sealing work, attic or crawl space remediation, and additional visits beyond the guarantee, are quoted separately before being performed. The Company may adjust rates no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] on at least [RATE CHANGE NOTICE, e.g., 30 days] written notice, and the Customer may terminate without penalty before the new rate takes effect.

9. 9. Service Records and Reporting

The Company will provide a written service report after each visit recording the date and time, the technician and license number, the target pests observed, the areas inspected and treated, each product applied with its EPA registration number and quantity, the re-entry interval, monitoring device readings, conducive conditions observed, and recommendations. For commercial, food service, healthcare, childcare, and multifamily properties, the Company will maintain an on-site logbook or electronic record containing service reports, product labels, safety data sheets, a site map of device placement, and copies of licenses, sufficient to support inspection by a regulatory or third-party auditor. Records will be retained for [RECORD RETENTION PERIOD, e.g., three years] or the period required by applicable law, whichever is longer, and copies will be provided to the Customer on request. Where required by state law or by the Customer, the Company will provide advance notice of application to tenants or occupants, and the Customer will cooperate in distributing that notice.

10. 10. Safety, Environmental Care, and Non-Target Protection

The Company will transport, store, mix, and apply pesticides in accordance with label directions and applicable law, will not store pesticides at the Property, and will secure all rodent bait stations in tamper-resistant housings placed where they are inaccessible to children, pets, and non-target wildlife. The Company will take reasonable precautions to protect pollinators, aquatic features, food preparation surfaces, and non-target organisms, including avoiding application to blooming plants where practical and observing setbacks from wells, ponds, and drains. The Company will notify the Customer of any spill or misapplication and will take prompt corrective action in accordance with applicable regulations. The Customer will not remove, relocate, or open monitoring devices or bait stations, and will notify the Company immediately if a device is damaged, missing, or found accessible to a child or pet. In the event of suspected exposure to a pesticide, the Customer should contact a poison control center or seek medical attention immediately and then notify the Company.

11. 11. Term, Renewal, and Termination

This Contract begins on [START DATE] and continues for an initial term of [INITIAL TERM, e.g., 12 months], renewing automatically for successive [RENEWAL TERM, e.g., 12-month] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 30 days] before the end of the current term. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. If the Customer terminates during the initial term after receiving a discounted initial treatment, an early termination charge of [EARLY TERMINATION CHARGE, e.g., the difference between the

discounted and standard initial service fee] applies. The Company may terminate immediately if conditions at the Property make safe treatment impossible, if the Customer refuses to correct conducive conditions identified in writing, or if the Customer directs an application inconsistent with the product label or applicable law. On termination the re-treatment guarantee in Section 5 ends, and the Company will remove its monitoring devices and bait stations within [DEVICE REMOVAL PERIOD, e.g., 15 days].

12. Insurance, Liability, and Indemnification

The Company maintains commercial general liability insurance including pesticide and herbicide application coverage of at least [LIABILITY COVERAGE AMOUNT, e.g., \$1,000,000 per occurrence], workers compensation as required by law, and any bond required by the state licensing authority, and will provide certificates on request. Neither Party is liable for indirect, incidental, consequential, or punitive damages or lost profits, and except for bodily injury, property damage caused by its negligence, or willful misconduct, the total liability of the Company will not exceed the fees paid under this Contract in the [LIABILITY CAP PERIOD, e.g., twelve months] preceding the claim. The Company is not liable for damage caused by pests, for pre-existing conditions, for reactions where the Customer failed to disclose a sensitivity or occupant condition under Section 4, or for the results of any treatment applied by the Customer or another provider. The Customer will indemnify the Company against claims arising from its failure to observe re-entry intervals, to complete required preparation, or to notify occupants as required. Each Party will notify the other promptly of any claim, injury, agency inquiry, or complaint relating to the services.

13. Governing Law and General Provisions

This Contract is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and any dispute not resolved through good-faith discussion and mediation in [MEDIATION LOCATION] will be brought in the courts located in [VENUE COUNTY AND STATE]. The Company is an independent contractor responsible for its own licensing, taxes, equipment, and personnel, and nothing in this Contract creates an employment relationship with the Customer. This Contract, with any exhibits and written amendments, is the entire agreement between the Parties and supersedes prior quotes and arrangements; amendments must be in writing and signed by both Parties. Neither Party may assign this Contract without written consent except to a successor of substantially all of the business of the Company, and any provision found unenforceable will be limited to the minimum extent necessary while the remainder stays in force. Neither Party is liable for delay caused by events beyond its reasonable control, including severe weather, product supply restrictions, and regulatory action affecting a product.

14. Signatures

By signing below, both Parties confirm they have read and agree to this Contract, including the pesticide disclosure and re-entry obligations, as of the Contract Date. COMPANY: [PEST CONTROL COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Business License Number: [BUSINESS LICENSE NUMBER]. Date: [DATE]. CUSTOMER: [CUSTOMER NAME]. Signature: _____. Printed Name: [CUSTOMER SIGNER NAME]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Pesticide application is licensed and regulated at the federal and state level, and requirements for certification, notification, posting, record keeping, re-entry intervals, and consumer contract disclosures vary by state. Termite and wood-destroying organism warranties, and inspection reports used in real estate transactions, are separate regulated products not

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