

## CONDITIONS

- 1) The CUSTOMER SHALL PERMIT PestBusters to inspect the said premises (where the CUSTOMER IS AN OWNER/tenant) and to perform such services thereat from time to time as PestBusters shall deem necessary to perform satisfactorily its pest control services.
- 2) PestBusters accepts the said employment and shall employ and supply all labour, materials, and equipment in connection therewith and shall have complete control over the methods and materials used which shall be at its own discretion. In the event that PestBusters in its sole discretion deems it necessary to use any fumigant or other means, the cost thereby shall be in addition to the regular contract service price, subject to the approval of the customer.
- 3) Upon the default for a period of thirty (30) days in payment of any installment of money due The Company or upon the failure of the client to cooperate with The Company that the entire unpaid balance shall, at the option of The Company forthwith become due and payable and any failure to exercise the option to accelerate payments on part of The Company shall not constitute a waiver of the right to exercise the said option at any time. The client agrees to pay all costs of collection at any time during the initial or renewal periods of this agreement, whether payment hereof be enforced by suit or otherwise; said costs to include reasonable attorney's fee. The client further agrees to pay interest at the rate of 2% per month (24% annually) service charge on every installment of money due to The Company after default in payment for a period of thirty (30) days on such installments.
- 4) While the purpose of this service is to control pests, The Company cannot be held liable if damage or infestation should occur during the period such service is rendered. (Control is defined as: the periodic eradication of existing infestations and the prevention or limitation of re-infestation within practical limits).
- 5) The Company shall be excused from the performance of this contract in the event strikes, labour troubles, accidents, delays, contingencies of transportation and other causes of like or different character beyond The Company control make performance impracticable or impossible.
- 6) In case of the sale, transfer, of the premises described herein, or termination of business or tenancy on said premises before settlement in full has been made, the unpaid balance becomes due and payable without prior notice or demand, at the option of The Company and failure to exercise said option at any time shall not constitute a waiver. If the credit of the client shall at any time, in the judgement of The Company become impaired, The Company shall have the right to require payment in advance before furnishing additional services.
- 7) It is understood and agreed that this contract contains all the covenants, stipulations and provisions agreed upon by the parties hereto and no agent of either party to this contract has authority to alter or change the terms hereof and neither party is or shall be bound by any statement or representations not in conformity herewith.
- 8) This agreement shall enure to the benefit of and being binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 9) This agreement automatically remains in force from year to year unless thirty (30) days' notice in writing prior to the expiration hereof is given by either party to the other.
- 10) The effectiveness of PestBusters pest control treatments is limited by certain conditions beyond the control of PestBusters, including, without limitation, inaccessible areas of the building. These types of conditions may reduce the effectiveness of treatment or lead to re-infestation or recurring infestations; Unless PestBusters has specifically included the repair or correction of such conditions on this Agreement, the CUSTOMER accepts full and sole responsibility for such repair or correction and holds PestBusters harmless from any liability for same. PestBusters is not responsible for pest damage to the premises or any contents of the premises. This Agreement does not provide for control of or treatment for pests not specified.
- 11) PestBusters may recommend that the CUSTOMER vacate the premises during treatments or for a period of time following treatments, for the safety of the CUSTOMER. CUSTOMER agrees to abide by the recommendations of PestBusters and shall hold PestBusters harmless from any damage or injury caused by CUSTOMER's failure to so abide. CUSTOMER cooperation in mitigation or elimination of conditions conducive to pest infestation is essential to an effective pest control program. The CUSTOMER agrees to follow to the best of their ability all recommendations of PestBusters for such mitigation or elimination steps, including the carrying out of recommended repairs to the premises.
- 12) CUSTOMER agrees to hold PestBusters harmless from any and all liability for damage not caused by PestBusters's negligence, and from any and all liability for structural damage regardless of cause.

IN WITNESS WHEREOF the parties hereto affix their hands and seals the day and year first written above.

