



www.westernpest.com

SPECIAL SERVICE PEST CONTROL AGREEMENT

BILLING INFORMATION

SERVICE TO BE PERFORMED AT

DATE 3/10/2021	NAME Methacton School District	NAME Worcester Elementary
WESTERN REP	STREET 4001-C Eagleville Road	STREET 3017 Skippack Pike
FOR SERVICE CALL 215-646-5900	CITY STATE ZIP Norristown PA 19403	CITY STATE ZIP Lansdale PA 19446
CUSTOMER'S E-MAIL ADDRESS	PHONE CONTACT (H) (W)	PHONE CONTACT (H) (W)

This agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Special Pest Control Services as specified: _____

Exterior treatment around perimeter of bldg for ants

Pest(s) to be treated: ants

While Western obligates ourselves to provide services for the control of pests identified, we do not assume responsibility for damage. Customer, therefore, expressly waives and releases Western from liability for any claim for personal injury (including stings, bites or illnesses) or property damage (to structure or contents) caused by wood destroying organisms, fire ants, pharaoh ants, spiders, ticks, fleas, wasps, bees, or any other pests. Further, Customer waives all claims unless made in writing within one (1) year of treatment or incident. In no event will Western be responsible for consequential damages or loss of use of property.

Any controversy or claim arising out of or relating to this Agreement or any other agreement between the parties, including but not limited to any tort and statutory claims, and any claims for personal injury or property damage, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the commercial rules of the American Arbitration Association ("AAA") or, if applicable, it shall be determined under the AAA procedures for consumer-related disputes. The parties expressly agree that the arbitrator shall follow the substantive law, including the terms and conditions of this Agreement, and that 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, and 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. Customer and Western 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.

Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document and represents that Customer is not relying on any promise, agreement or statement, whether oral or written, that is not expressly and fully set forth in this Agreement. If any provisions 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 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 ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

Results of service are relative to and dependent upon the cooperation given by the Customer as to housekeeping, sanitation conditions, maintenance, accessibility of areas to be serviced and the extent of preparation. The Customer agrees to cooperate with Western in whatever reasonable manner necessary to facilitate treatment and control. Customer understands that service under this Agreement is only for the pests specifically covered on the front of this Agreement. It does not include service for bed bugs or the prevention of wood infesting organisms such as termites, powder post beetles, wood borers, carpenter ants, carpenter bees, wood wasps, or wood decay fungus or any other pest not specifically covered. Customer understands that this service does not include treatment for any mold or mold-like conditions, which is outside the scope of the intended treatment.

The following preparations are to be made by the customer prior to the arrival of our service technician(s).

Customer Responsible for: _____

Western reserves the right to refuse performing services if preparations have not been made prior to Western's arrival.

A charge of _____ will be made should this occur.

This service is guaranteed for _____ days.

Western's liability for property damages is limited to such damages as are caused by the negligence of the company or its employees. Western reserves the right to alter, amend or withdraw this agreement if it is not accepted within 30 days.

Charges for this Special Pest Control Service are \$ 360.00

Credit Card: VISA MC DISC Check # _____

The Customer agrees to pay all invoices as stipulated in this agreement, and to assume attorney fees and court costs which may be necessary to collect fees due the Company.

TO PLACE YOUR ORDER, PLEASE COMPLETE THE ITEMS BELOW AND RETURN THE PINK COPY TO WESTERN

AUTHORIZATION

I hereby authorize the treatment described in this agreement. I understand that payment is due upon completion of the service.

Authorized Signature: _____ Title: _____

Date: _____

CUSTOMER COPY

SPECIAL INSTRUCTIONS TO SERVICE DEPARTMENT:

SERVICE NOTES:

CHEMICAL SENSITIVITY

Virtually all pest control materials have some odor which may be present for a period of time after application. The Customer is responsible for communicating to all persons present on the premises about the treatments and the nature of services offered. Moreover, the Customer acknowledges that it has no information, or has communicated to Western, in writing, any information known to Customer on persons present on the premises who have any medical condition or sensitivity, which may be affected by the services provided by Western. At your request, Western will provide information about the chemicals and/or pest control materials to be used in treating the premises.

CANCELLATION NOTICE

You, the homeowner, may cancel this Agreement without penalty or obligation within three business days from the date on which you authorized this Agreement. If you cancel, any property traded in, any payments made by you, and any negotiable instrument executed by you, will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. To cancel this transaction, you must send or deliver a signed written notice to your local Western Pest Services office. Call the phone number on the front page of this notice or go to www.westernpest.com for the address of the local Western office.

WAIVER NOTICE

Although you, the homeowner, have the right to cancel this transaction within the first three days, there are times when this might be a disadvantage to you. You have the right to cancel during the aforementioned three day period if you are confronted with a bona fide personal emergency. To waive your right to cancel during the initial three day period, a simple hand written note which is signed and dated will suffice.

Internal Use Only:

Manager's Signature

Date