

Ultra Tech Pest Control, LLC
BED BUG DRY HEAT TREATMENT AGREEMENT

Company: Ultra Tech Pest Control, LLC • 10151 S State Hwy 51 Broken Arrow, OK 74101 • (918-279-6474) hereafter referred to as "COMPANY"

Customer Name: _____ Date: _____

Customer Address: _____

Phone: _____ Email Address: _____

Ultra Tech Pest Control will do a follow-up Inspection at customer's request after initial treatment. If any bed bugs are found during the follow-up inspection it will be decided by the inspector on what type of treatment should be done.

A 90 day warranty is included in this treatment starting with the initial treatment.

If Home Is Correctly Prepared For Treatment!!!

1. All Rooms. We must have access to all areas within the structure, including rooms or garages kept locked, SO PLEASE MAKE ARRANGEMENTS BEFORE THE DAY OF TREATMENT. All Rooms must be treated or warranty is Canceled! If walk-in or large safes exist, you must be present to open safe for our inspection before re-locking it.
2. 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 the COMPANY cannot be held responsible for any injuries or damages. Failure of the COMPANY 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:

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 painting or other art, heirlooms and items considered irreplaceable.

3. SPRINKLER SYSTEMS, AND BURGLAR UNITS. The occupant must turn off any and all of these and similar units before treatment is to be performed by the COMPANY. If the systems cannot be turned off for any reason before any services are performed, the customer understands the COMPANY and insurers will not be held responsible for any property or damages caused by any of these units, systems or similar mechanical items.
4. All vehicles, boats, trailers, campers, etc., must be removed from garages/ carports, driveways and RV parking areas during treatment if necessary. COMPANY will not assume responsibility for any damage to same.

5. 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 the COMPANY'S services. Customer understands that the COMPANY 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.
6. To ensure complete heat ventilation, the COMPANY may open your drawers, cabinets and closets.
7. WARNING FOR POSSIBLE ROOF AND PLANT DAMAGE. The COMPANY cannot be held responsible for possible roof or plant damage unless it is the result of gross negligence by the COMPANY.
8. 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. COMPANY can assume no responsibility for damage to and/or replacement of any of these damages mentioned above.
9. 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.
10. **THIS AGREEMENT DOES NOT PROVIDE PAYMENT OR REIMBURSEMENT FOR THE REPAIR OF PRESENT OR FUTURE DAMAGES, MEDICAL PAYMENTS OR INJURIES DUE TO SERVICES RENDERED FOR BED BUGS.**
11. **Binding Arbitration**-The customer and The Company 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.

Special Note All window Blinds must be removed, or they will be damaged!
All plastic items must be removed or covered up to prevent damage.

12. CHEMICAL SENSITIVITY. Chemical Sensitivity: If Customer or other occupants of the structure(s) believe they are or may be sensitive to pesticides or their odors, Customer must notify Ultra Tech Pest Control 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. Ultra Tech Pest Control 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 Ultra Tech Pest Control in connection with such sensitivity.

13. CHANGE IN LAW. The COMPANY 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.

14. 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. CONSUMERS RIGHT TO CANCEL IF THIS CONTRACT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS CONTRACT BY MAILING A WRITTEN NOTICE TO THE SELLER. THE NOTICE MUST STATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE POSTMARKED BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS CONTRACT. IF YOU CANCEL, THE COMPANY MUST RETURN ALL OF YOUR CASH-DOWN PAYMENT.

THE UNDERSIGNED HAS READ AND FULLY EXPLAINED THE CONTENTS HEREIN AND FULLY UNDERSTANDS IT.

Customer Signature: _____

Date: _____

Company Signature: _____

Date: _____

Notes:

