

# Terms and Conditions

**1. CURRENT/FUTURE DAMAGE.** Hero Pest Solutions is not responsible for and does not guarantee against present or future damage to the building or contents within or provide for the repair or replacement thereof. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of Hero Pest Solutions treatment, thereby permitting infestation to continue after the date of the initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and Hero Pest Solutions will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area. Hero Pest Solutions promises to exercise reasonable care in its treatment procedure, but will not accept responsibility for any damage done to home before or during the fumigation process, including cracked or broken roofing tiles, displaced gutters, damage to solar panels or satellite dishes, damage or killed plant-life, chipped or peeled paint, scuffs or cracks in driveway, broken windows or doors, vandalism, attic entry damage, or any other inadvertent damage occasioned by performed procedures.

**2. PURCHASER'S RESPONSIBILITY.** The Purchaser's cooperation is important to ensure the most effective and safe results from Hero Pest Solutions' service. This includes thoroughly reading the fact sheet given to the purchaser and preparing the home prior to the scheduled fumigation date. This can include:

- A. Ensuring any gas connection to the structure and the any pilot lights are turned off by the scheduled fumigation date.
- B. Ensuring the structure has and will have electricity during the duration of the estimated fumigation period.
- C. Ensuring all food, medicine, open bottles, and ingestible are either properly sealed or removed from the structure prior to fumigation.
- D. Ensuring all pets, humans, and potted plants are not in the home no later than 8am on the scheduled fumigation date.
- E. Any standing water is drained, including bathtubs, bird baths, and fish tanks.
- F. Ensuring no one will be present at the property starting at 8am the day fumigation is scheduled to start until the structure is cleared.
- F. Ensuring no one re-enters the home until Hero Pest Solutions clears the home for re-entry.
- H. Ensuring Hero Pest Solutions will have access to the property without the assistance of the owner during the entirety of the fumigation process, including a physical key unlocking all structures, access to personal gates, on gated communities guest lists, etc.
- I. Ensuring the perimeter of the structure is clear 18" from the exterior wall of equipment, debris, foliage, or anything else that may cause the tent to not obtain a tight seal.

If the structure isn't properly prepped, The Purchaser allows Hero Pest Solutions to ensure the home is safe for fumigation, including removing any unbagged food, removing objects preventing a proper seal, barricading unlockable entrances, removing locks preventing proper access, or anything that may prevent safe fumigation.

**3. ACCESS TO PROPERTY.** Purchaser must allow Hero Pest Solutions access to the identified property the day before the scheduled fumigation date. Purchaser must provide Hero Pest Solutions with keys to lock unlock property, or code if lock is keyless. The failure to promptly allow Hero Pest Solutions such access will terminate this Plan without further notice, and any amount paid shall become the property of Hero Pest Solutions, including the deposit.

**4. NON-PAYMENT/DEFAULT.** The obligation of Hero Pest Solutions hereunder is conditioned upon payment in full of the total price agreed upon for treatment the day before the scheduled fumigation. Failure to pay such charges shall cancel this Plan in its entirety and discharge Hero Pest Solutions of any liability, and any amount paid shall become the property of Hero Pest Solutions. If money is owed for more than 6 months, Hero Pest Solutions reserves the right to charge 5% interest per month until money is paid.

**5. SUBCONTRACT.** If checked, Hero Pest Solutions reserves the right to subcontract this fumigation service at their discretion, only to a fully licensed and insured fumigation company, with no penalty to either party. The terms of the agreement, including all costs, the warranty offered, and renewal rate will remain intact, and will continue to be the responsibility of Hero Pest Solutions thereafter. Hero Pest Solutions will notify the purchaser should the service get subcontracted within 24 hours of the job and provide the name of the fumigation company and/or the certified operator/SPID assigned to the job. Hero Pest Solutions assumes liability of the subcontracted company.

**Initial:** \_\_\_\_\_

## 6. DISCLAIMER.

A. **FORCE MAJEURE:** The liability of Hero Pest Solutions under this Agreement will be terminated if Hero Pest Solutions is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Hero Pest Solutions. Hero Pest Solutions reserves the right to adjust the service charge in the event of any such occurrences or happenings.

B. **OTHER INSECTS/ORGANISMS:** This Agreement provides for treatment and re-treatment only for pests indicated herein.

C. **CHANGE IN LAW:** Hero Pest Solutions performs its services in accordance with the requirements of federal, state, and local law. In the event of a change in existing law as it pertains to the services herein. Hero Pest Solutions reserves the right to revise the service charge or terminate this Agreement. **EXCEPT AS OTHERWISE PROHIBITED BY STATUTE OR PUBLIC POLICY, Hero Pest Solutions DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF Hero Pest Solutions SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY. EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**

D. **SCHEDULING:** This agreement states an intended date to begin service, and Hero Pest Solutions will provide a schedule when completion and reentry should be expected. Weather, wind, and other factors may delay this process. Should the process be delayed, Hero Pest Solutions will notify The Purchaser of an updated schedule for completion. If the delay is not the fault of The Purchaser, (i.e., weather, wind, traffic, internal error), Hero Pest Solutions will not impose any additional fees to reschedule or alter the original agreed upon schedule. If The Purchaser is at fault for the delay, (i.e., lack of preparation, access not given, etc.), and does not give at least 72 hours' notice prior to the change, Hero Pest Solutions reserves the right to charge the customer an additional 20% for the inconvenience (time/materials wasted).

E. **ADDITIONS OR ALTERATIONS:** This Agreement only covers the structure identified as of the date of the initial inspection. If an addition to the home is constructed, or the structure type or structure specs are altered or otherwise changed any time after the initial inspection date, Hero Pest Solutions must be notified in writing of the exact change. Hero Pest Solutions reserves the right to void the agreement at their discretion, including all costs, renewal rate, and warranty offered, should the structure specs change in any way, and any amount paid shall become the property of Hero Pest Solutions.

F. **CHEMICAL SENSITIVITY:** Hero Pest Solutions applies all chemicals according to manufacturers' instruction, however, if anyone entering the premise is chemicals or chemical odors, Hero Pest Solutions recommends that you contact a physician prior to treatment. Once the home is properly ventilated and cleared for re-entry, Hero Pest Solutions shall have no liability for side effects caused by chemical odors.

G. **RELOCATION EXPENSES/LOSS OF REVENUE:** Hero Pest Solutions is not financially responsible for any expenses incurred for vacating the property for the during of treatment or re-treatment. This includes room and board to relocate and loss of revenue for any commercial structure.

**7. ENTIRE AGREEMENT.** This Agreement, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements, whether oral or written, shall be binding upon the parties.

**8. PESTICIDE LABELS.** UPON REQUEST Hero Pest Solutions WILL PROVIDE PURCHASER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL FOR THE FUMIGANT(S) WHICH WILL BE USED TO TREAT THE PREMISES.

**9. RENEWAL.** For WDO fumigation, Hero Pest Solutions offers warranty renewal on a year-to-year basis and provides the renewal rate for the next year in writing on each agreement. Hero Pest Solutions reserves the right to raise the annual fee at the end of each renewal period. Renewal will only be offered if the purchaser allows Hero Pest Solutions to inspect the structure for live activity. Both the purchaser and Hero Pest Solutions have the choice to extend or cancel the renewal each year with no penalty. The renewal may be transferred to new owners of the structure should the property sell under the warranty period for double the last renewal rate and may continue to be renewed if both parties agree. The renewal is non-refundable.

**10. WARRANTY.** Hero Pest Solutions offers the following warranty:

A. CONTROL OF COVERED PESTS: Hero Pest Solutions promises to control ONLY the named target pests in the structure through delivery of gas fumigation. Hero Pest Solutions is not liable for the removal of anything killed during the fumigation process, including rodents, birds, snakes, etc.

B. RE-TREATMENT: Subject to any limitations or restrictions set forth in the Graph and Specifications, and to the General Terms and Conditions above, Hero Pest Solutions will put into effect a Retreatment Warranty which obligates Hero Pest Solutions, at no extra cost to the Purchaser, to apply any necessary additional treatment to the structure listed if an infestation of WDO, (live infestation), is found during the effective period of the warranty. Purchaser understands that Hero Pest Solutions obligations under this warranty is limited to retreatment only. Only the original structure qualifies for retreatment. If the structure has had any additions or alterations since the original treatment was performed, this warranty is void. Retreatment may be defined as localized spot treatments or a full re-tent if it is deemed necessary. Should a re-tent be necessary, only the retreatment is guaranteed to be complimentary. No compensation will be given to commercial properties for loss of revenue, and no compensation will be given for arrangements to vacate property. By agreeing to this contract, purchaser expressly releases Hero Pest Solutions from any obligations to repair any damages to my structure or its contents caused by an infestation of any WDO.

C. DAMAGE REPAIR. Unless otherwise specified, Hero Pest Solutions guarantee does not include repair of WDO damaged wood, whether the wood was damaged before or after the fumigation.