

Terms and Conditions

1. FUTURE DAMAGE. Hero Pest Solutions is not responsible for and does not guarantee against present or future damage to the building or contents, or provide for the repair or replacement thereof. This agreement does not provide for the control of termites, fungus, beetles, or any other pests not indicated herein. This plan does not guarantee, and Hero Pest Solutions does not represent, that covered insects will not return to the Property.

2. PURCHASER'S RESPONSIBILITY. Your cooperation is important to ensure the most effective results from Hero Pest Solutions's service. Whenever conditions conducive to the breeding and harborage of pests are reported in writing by Hero Pest Solutions, and not corrected by you, Hero Pest Solutions cannot assure satisfactory service. If the conditions noted by Hero Pest Solutions are not corrected as required, all guarantees in this agreement shall automatically terminate and be canceled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extra service charge. Customer is responsible for collections fees.

3. NOTICE OF CLAIMS/ACCESS TO PROPERTY. Any claim arising out of this Agreement must be made in writing by Purchaser to Hero Pest Solutions during the term of this Agreement. Purchaser must allow Hero Pest Solutions access to the identified property for any purpose contemplated by this Agreement. The failure to promptly allow Hero Pest Solutions such access will terminate this Plan without further notice.

4. NON-PAYMENT/DEFAULT. The obligation of Hero Pest Solutions hereunder is conditioned upon payment in full of the Initial charge and all regular service charges, and 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 a scheduled appointment is not able to be done at the day and time scheduled, the customer must notify Hero Pest Solutions the day of the scheduled service. If Hero Pest Solutions arrives to the property and cannot perform the scheduled service, resulting in the service being rescheduled, Hero Pest Solutions reserves the right to apply a trip charge of 25.00 for the time/materials wasted. 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. 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 for pests indicated herein. This Agreement does not provide for treatment of subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*, *Coptotermes spp.*) drywood termites (*Kaloterms spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), wood destroying beetles, fungi or any other wood destroying organisms.

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

6. 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.

7. PESTICIDE LABELS. UPON REQUEST HERO PEST SOLUTIONS WILL PROVIDE PURCHASER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL FOR THE PESTICIDE(S) WHICH WILL BE USED TO TREAT THE PREMISES.

8. GUARANTEE.

A. **CONTROL OF COVERED PESTS.** Hero Pest Solutions guarantees to control the pests in and around your home or building through delivery of regular pest control. Hero Pest Solutions does not guarantee complete eradication of the target pests, but does guarantee ongoing treatment for pest prevention during the agreement period and includes follow-up visits should a continual problem arise. If you are unable to be reached to schedule your regular service within the agreement period, (paid or complimentary), Hero Pest Solutions will service (as much is possible) the outside of the home for the pests covered.

B. **FREE RE-SERVICE.** Hero Pest Solutions guarantees to provide you with additional service for covered pests, upon your request, between regular visits at no additional cost to you. These additional services are called "Callbacks". Callbacks are guaranteed to be scheduled within 1 - 2 weeks of the customers callback request. Depending on the pesticide or the applicators discretion, Hero Pest Solutions reserves the right to limit callbacks as they deem necessary to control the specific pest issue, to minimum 1 per month during the warranty period.

C. **SATISFACTION OR YOUR MONEY BACK.** For recurring services (not prepaid Annual Pest Control), Hero Pest Solutions guarantees that if at any time we cannot solve your pest problems to your satisfaction, we will keep working until you are satisfied, or we will credit or refund the cost of your last service. Should this not be sufficient to the customer, we will authorize an early cancellation of this agreement. For Annual Pest Control service, if we cannot solve your pest problems to your satisfaction, we will authorize an early cancellation of this agreement.

D. **EARLY CANCELLATION.** If this agreement must be cancelled earlier than the terms outlined, Hero Pest Solutions reserves the right to charge an early cancellation fee of 50% of the remaining agreements value for recurring services, and any amount already paid shall become the property of Hero Pest Solutions. For Annual Pest Control services, Hero Pest Solutions reserves the right to refund no more than 50% of the total contract value within 30 days of signing this agreement, and no more than 10% thereafter. Approved money will be refunded by check within 90 days of cancellation date. Hero Pest Solutions reserves the right to cancel this contract at any time due to default in payment, continual scheduling conflicts, unsafe work environments, or ongoing harassment/rudeness to any employee with no penalty.

E. **RENEWAL.** Hero Pest Solutions offers renewals once the terms of the contract expires. Renewals are an extension of the original contract, typically for one additional year. Customers are not obligated to renew their service. Should the contract be renewed, the renewal fee is non-refundable.