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## Legal

**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. 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. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations, and other terms and conditions of this Agreement.

**Change In Law.** The Contractor 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, Contractor 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.

**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.

**Term and Transfer.** This Agreement may not be transferred to a subsequent owner of the structure without the prior written consent of the Contractor and its affiliates. All guarantees will terminate upon such transfer.

**Notices.** Any notice, demand, or other communication required or desired to be given under this Agreement shall be given in writing and deemed to have been sufficiently given or served, for all purposes, if sent by certified or registered mail, return receipt requested, postage prepaid, to the Contractor, 3014 Mimosa Lane, Emmett, ID, 83617 and to the Customer, to the billing address set forth on the first page of this Agreement. Any party may change the address to which a notice is to be sent to it by notice in writing to the other party as provided above.

**NO OTHER WARRANTIES.** The Contractor makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the Contractor or its affiliates.

**LIMITATION OF LIABILITY.** In no event shall the Contractor or its affiliates be liable to the Customer for any indirect, special or consequential damages or lost profits arising out of or related to the services provided hereunder, even if the Contractor has been advised of the possibility thereof or knew or should have known thereof. The Contractor's liability hereunder to the Customer, if any, shall in no event exceed the total fees paid to the Contractor by the Customer. This Agreement does not provide payment or reimbursement for the repair of present or future damages, medical payments or injuries due to services rendered.

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## Payment Terms

**Payment Terms Payable Upon Receipt.** The agreed upon charge is for the structure and any other areas specifically noted as of the date of this Agreement. The Contractor reserves the right to revise the fees associated with the services being provided. Finance charges will be rendered on all past due balances. On balances of thirty (30) days or over, the Contractor will compute a finance charge at the rate of 1½% per month (equivalent to an ANNUAL PERCENTAGE RATE of 18% per annum). Checks received as payment are subject to a \$50 service fee if returned for non-sufficient funds.

**Non Payment.** The Customer agrees to pay the Contractor at time of service and no later than thirty (30) days after service. In the event legal action is necessary to collect any amount due to the Contractor, the Contractor will be entitled to recover from the Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to the outstanding amount due to the Contractor.

**This Notice Has Been Delivered 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.

\_\_\_\_\_ Customer Initial

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For further questions or more information please contact us

(866) 760-0116

Toll-Free

(206) 512-8820

Washington

(503) 505-7990

Oregon

[info@custombedbug.com](mailto:info@custombedbug.com)

[www.custombedbug.com](http://www.custombedbug.com)