



TERMS AND CONDITIONS



VIKING PEST GENERAL PEST CONTROL SECTION

- 1. LIMITATIONS OF LIABILITY** - Viking Pest liability under this agreement is limited to treatment only.
- 2. PERFORMANCE OF WORK** - Viking Pest agrees to perform in a workman-like manner. Viking Pest will exercise care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall, Viking Pest be responsible for damage caused by Viking Pest at the time the work is performed except those damages resulting from gross negligence on the part of Viking Pest
- 3. CHANGE IN LAW** - This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Agreement is executed. Should any federal, state and local law regulation change regarding Viking Pest services, Viking Pest, is authorized to take whatever steps are necessary to be in compliance with said laws.
- 4. PAYMENT TERMS** - The Customer agrees to pay Viking Pest's invoices upon receipt. Viking Pest reserves the right to terminate this Agreement if payment is not received within thirty (30) days of the date invoiced. In the event legal action is necessary to collect any amount due Viking Pest shall be entitled to recover from Customer all reasonable cost of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Viking Pest
- 5. ENTIRE Agreement & NOTICE OF CLAIMS-Attachment(s)** - if any together with this Agreement signed by Viking Pest and Customer at the time the Agreement is entered into, constitutes the entire Agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties. Any claim under the terms of the Agreement must be made immediately in writing to Viking Pest
- 6. SEVERABILITY & TRANSFERABILITY** - If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall terminate upon transfer of ownership of the described structure(s). A new Agreement may be issued by Viking Pest, to a new Purchaser provided the new Purchaser signs a Agreement as purchaser, and signs a diagram showing the condition of structure(s) at transfer, a fee is paid to cover administrative cost of transfer, the expiration date remains the same as under the original Agreement, and payment of a renewal fee as established by Viking Pest
- 7. RENEWAL OF THE AGREEMENT** - If either of parties wishes not to renew the agreement, the other party must be notified of this in writing at least thirty (30) days before the end of the agreement period. If such notice has not been given, the Agreement will be renewed according to the renewal terms set forth in the agreement. Viking Pest reserves the right to increase the service price annually, without prior notification, up to 8% per year. For any increase above 8%, the Customer will be notified by mail.
- 8. BINDING ARBITRATION** - In the event of a dispute between Viking Pest and/or its employees and Customer arising out of or relating to this Agreement, including but not limited to the interpretation of the terms and conditions of this Agreement, the making of the Agreement, or breach of any provision of this Agreement, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this agreement in an effort to resolve such dispute(s) quickly and avoid the costs of litigation. Judgement upon such arbitration award may be entered in any court having jurisdiction. Each party shall be responsible for paying any attorney's fees, expert witness' fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrator's fee and expenses accordingly.
- 9.** A service charge equal to the maximum allowed by your state or a minimum of \$1.00 per month will be charged. Service charge is avoided only when the new balance is paid in full and received within 25 days of the month ending date. All services referred for collection will be subject to attorney's fees plus costs and interests. All bills due upon completion of work.
- 10.** I have been told that I have the right to receive consumer information as outlined in N.J.A.C.7:30-9.12(b) 1.I decline to receive the information until such time as I withdraw this waiver by notifying the applicator or Viking in writing.

VIKING PEST TERMITE SERVICE GENERAL TERMS AND CONDITIONS

- 1. FUTURE DAMAGE, LIMITATION OF LIABILITY** - Due to the nature of construction, treatment restrictions, and/or the extent of existing damage to the identified property, Viking Termite & Pest Control, Inc. does not guarantee against future damage to the property or contents, nor provide for repairs or compensation thereof. **VIKING'S LIABILITY DURING AN ACTIVE SERVICE AGREEMENT IS LIMITED TO RE-TREATMENT ONLY.**
- 2. EXISTING DAMAGE** - Viking is not responsible for the repair of either visible damage or hidden damage existing as of the date of this agreement. Because damage may be present in areas which are inaccessible to visual inspection. Viking does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this agreement.
- 3. WATER LEAKAGE** - Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property may destroy the effectiveness of Viking's treatment and is conducive to new infestation. Purchaser is responsible for making timely repairs as are necessary to stop water leakage. Upon completion of repairs by Purchaser, Viking will provide additional treatment to control infestation at Purchaser's expense. Purchaser's failure to make timely repairs or purchase the additional necessary treatment will terminate this agreement automatically without further notice.
- 4. ADDITIONS, ALTERATIONS** - This agreement covers the property identified on the Inspection Graph as of the date of initial treatment. In the event the premises are structurally modified, altered or otherwise changes or if its soil is removed or added around the foundation, Purchaser will notify Viking prior to such addition or alteration and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this agreement automatically without further notice. In the event of structural modification, Viking reserves the right to adjust the annual extension charge.
- 5. NOTICE OF CLAIMS, ACCESS TO PROPERTY** - Any claim for retreatment under this agreement must be made to Viking during the contract term or any extension thereof. Viking is only obligated to retreat under this agreement if a valid claim is made during the contract term, including any extension thereof, and Purchaser must allow Viking access to the identified property for any purpose contemplated by this agreement, including but not limited to reinspection, whether the inspection was requested by the Purchaser or considered necessary by Viking.
- 6. DISCLAIMER.**
 - A Viking's liability under this agreement will be terminated If Viking 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, earthquakes, hurricanes or any other act of God or circumstances or cause beyond the control of Viking.
 - This service agreement provides retreatment for covered insects only.
 - This agreement does not cover and Viking will not be responsible for:
 - (1) Any and all damage resulting from wood destroying insects.
 - (2) Damage resulting from or services required for moisture conditions, including but not limited to fungus damages.
 - (3) Damage resulting from or services required for masonry failure or grade alterations.
 - Viking disclaims any liability for special, incidental or consequential damages. the guarantee of retreatment as stated in this agreement is given in lieu of any other guarantee or warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- 7. INDEMNIFICATION** - Notwithstanding the foregoing, SUPPLIER, does not agree to defend, indemnify, or hold harmless a particular Indemnified Party for any claim, suit, loss, damage, liability or expense to the extent arising from the negligence or willful misconduct of the Indemnified Party in the operation, consumption, use or sale (but not the acceptance or approval) of the Products.