

# SPARTAN PEST CONTROL

## 1. Scope of Services

Spartan Pest Control will provide the pest control services described on the attached Service Order. This Agreement covers Regular Residential Services and One-Time services as selected on the Service Order. Add-ons and Client Requests may be added to the Service Order and will be billed separately.

Note: Specialty protocols that require specific prep or aftercare (bed bugs, fleas, roaches, termite work, etc.) will use a separate agreement with specific preparation instructions and post-service care requirements.

## 2. Term & Frequency

Residential seasonal packages are normally April–September unless otherwise stated.

Services will auto-renew each calendar year unless canceled in writing by Client or Spartan Pest Control before the renewal date.

## 3. Payment Terms

Residential payment is due at time of service or prepaid as specified on the Service Order. Company may require prepayment for first service or for certain add-ons. Accepted payment methods: cash, check, card, or online payment per the Service Order.

## 4. Cancellation & Rescheduling

Client must cancel or reschedule at least 24 hours prior to the scheduled service. Failure to provide 24-hour notice may result in a service charge. Services canceled by Client after prepaid services have started will be refunded on a pro-rata basis for remaining scheduled visits (refund = prepaid price ÷ total scheduled visits × remaining visits), minus any non-refundable fees and a \$25 admin/refund processing fee. Company is not responsible for cancellations or rescheduling caused by weather or conditions beyond Company control. Weather-related reschedules will be communicated as soon as practicable.

## 5. Warranty & Retreats

Spartan Pest Control guarantees results for 30 days following an active treatment (standard exclusions apply). Client must provide evidence (photos, access) showing continued pest activity or issues. Retreat requests made after 21 days may result in Spartan Pest Control applying the retreat and moving the next scheduled monthly visit to cover the retreat. Services that Spartan Pest Control, upon inspection, deems unnecessary may incur a \$50 travel/service fee.

## 6. Client Responsibilities / Site Prep

Client shall provide reasonable access, secure pets, remove food and fragile items from treatment areas, and otherwise follow the prep instructions provided for specific services. Failure to follow prep instructions may reduce effectiveness and may result in additional charges or refusal to perform service.

## 7. Chemical Use, Safety & SDS

Spartan Pest Control uses label-approved, EPA-registered products applied according to label directions. By signing, Client authorizes Spartan Pest Control to apply pesticides consistent with label requirements. Material Safety Data Sheets (SDS) and product labels are available on request.

## 8. Minor Seal-Ups / Exclusions

Minor exclusion or seal-up work is offered under a separate Seal-Up Addendum/Agreement that details scope, materials, cost, and warranty. Carpenter-bee hole patching is handled under that addendum unless specifically included in the Service Order.

## 9. Limit of Liability & Indemnity

Spartan Pest Control will perform services in a professional manner. Client agrees Spartan Pest Control's liability for claims arising from this Agreement is limited to direct damages and shall not include consequential damages. Spartan Pest Control's maximum liability is limited to amounts paid by Client to Spartan Pest Control under this Agreement during the prior 12 months. Client shall indemnify Spartan Pest Control for damages arising from Client's failure to follow prep instructions, pre-existing property defects, misuse, or negligence.

## 10. Insurance & Certificates

Spartan Pest Control maintains commercial general liability insurance. Certificates of insurance are available upon request.

## 11. Force Majeure / Weather

Spartan Pest Control is not liable for delays or inability to perform due to weather, acts of God, or events beyond its control. Weather-dependent services will be rescheduled.

## 12. Termination & Suspension

Spartan Pest Control may suspend or terminate service for non-payment, unsafe site conditions, or Client breach. Unused prepaid services will be refunded on a pro-rata basis as described in Section 4, minus admin/refund fee.

## 13. Records & Documentation

Spartan Pest Control will maintain service records and may photograph treated areas for documentation. Copies of service records and SDS are available upon reasonable request.

## 14. Electronic Signatures & Binding Agreement

Electronic or digital signatures are valid and binding. Signing this Agreement or the attached Service Order constitutes acceptance of all terms.

## 15. Dispute Resolution & Governing Law

This Agreement is governed by the laws of the State of Michigan. Parties will attempt informal resolution; disputes under \$15,000 shall be resolved in small claims court or binding arbitration (as elected by Spartan Pest Control). Client agrees to reimburse Spartan Pest Control's collection costs if Spartan Pest Control must pursue unpaid balances.

## 16. Exclusions

This Agreement does not cover wildlife removal, structural repairs, termite fumigation, or services requiring specialized licensing unless expressly added in writing.