



## GENERAL PEST CONTROL SERVICE AGREEMENT

Regal Pest Control, LLC  
5860 N. Canton Center Rd., Ste. 327  
Canton, MI 48170  
1-866-453-7221  
MDARD License No: 820113

### Where to send your signed Service Agreement

**Mail** Regal Pest Control  
5860 N. Canton Center Rd., Ste. 327  
Canton, MI 48170

**Email** office@regalpestmi.com

**PLEASE REMIT ALL FOUR (4) PAGES OF THE AGREEMENT**

**Quote, Estimate or Flier Number:**

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**Agreement Date (Today's Date):**

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**Customer Name:**

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**Street Address (Service Address):**

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**Street Address (Billing Address):**

*If different*

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**Phone:**

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**Email:**

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### GENERAL

This Service Agreement (the "Agreement") outlines the terms and conditions under which Regal Pest Control, LLC ("Regal Pest Control", "us", "our", "we", "they") will provide pest control services to the Customer (the "Customer", "you", "your", "they").

## **SERVICE SCHEDULE, SCOPE OF SERVICE AND SERVICE LIMITATIONS**

Regal Pest Control will conduct services and treatments for the service address listed in this Agreement. The service address, scope of service and target pest(s) are indicated on the Quote, Estimate or Flier that the Customer received. That unique document will be referenced by the Quote, Estimate or Flier Number that the Customer entered on the Service Agreement or when the Customer signed up on Regal Pest Control's website, located at <https://www.regalpestmi.com>. Services and treatments may require the use of traps, pesticides and other materials. Those items may be placed and utilized to perform the appropriate services and treatments to address or control the target pest(s) at the service location. Services and treatments will be conducted on the exterior of the premises by default, unless otherwise indicated on the quote, estimate or flier. Interior services and treatments may be requested by the Customer, at no additional charge, unless the quote, estimate or flier clearly indicates services and treatments are exterior only. There may be pest issues that we are unable to treat for due physical inaccessibility or other unsafe conditions. Regal Pest Control solely reserves the right to determine what is physically inaccessible or unsafe. Rain, wind or other uncontrollable circumstances may delay Regal Pest Control's ability to service or treat the service location in a timely manner. Further, these circumstances may cause services and or treatments to be conducted on a variable schedule. The Customer will only be charged for services or treatments that have been conducted. The exception to this is any advanced-payment arrangements, down payments made by the Customer, or any other arrangements where work orders and or service requests are issued to Regal Pest Control by the Customer or a property manager for services on an as-requested basis. The Customer agrees to make the premises available for service.

## **NON-TRANSFERABLE**

This Agreement is solely between the Customer and Regal Pest Control and may not be transferred in any way.

## **TERMINATION**

Either party, Regal Pest Control or the Customer, may terminate this Agreement at any time by providing a notice either verbally (phone call), electronically (by e-mail or text message) or physically in writing.

## **RENEWAL**

SERVICE PLAN CUSTOMERS: This Agreement will operate on a perpetual basis until notice of cancellation is received from either party.

## **CUSTOMER'S OBLIGATION TO MAINTAIN THE GUARANTEE (IF APPLICABLE)**

The Customer agrees not to remove, disrupt, modify, alter, or otherwise change the treated portion of the structure or any items, repelling agents or equipment that has been placed by Regal Pest Control. In the event the Customer or any of their associates fails to adhere to this obligation, any guarantees and re-treat guarantees shall be void.

## **PAYMENT**

SERVICE PLAN CUSTOMERS: Payment of the total initial/one-time cost (if applicable) will be due immediately upon completion of the initial service. Payment for subsequent invoices will be due within 30 days of the date of each invoice.

ONE TIME SERVICE CUSTOMERS: Payment of the total due, in full, will be due upon completion of the initial service.

## **ARBITRATION**

Any dispute arising out of or relating to this Agreement or the services performed under this Agreement or any tort-based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association. The parties expressly agree that their mutual rights and obligations and the conduct of any arbitration proceeding shall be controlled by the Federal Arbitration Act. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages. This section shall not prevent a collection action by Regal Pest Control against the Customer for any amount owed under this Agreement, including attorney's fees and costs.

## **LIMITATION OF LIABILITY**

Regal Pest Control is performing a service and expressly disclaims any guarantee of any kind, whether express or implied, for any injury or damage related to the services and treatments performed, for any personal property damage caused by an infestation of any pests; including but not limited to: termites, carpenter ants, wood destroying insects or organisms and wildlife. The Customer expressly releases Regal Pest Control from any liability claims for damage or repair to the Customer's structure and contents, or any disruption of the Customer's operation caused by pest activity of any kind, including but not limited to pest sightings and their droppings. Regal Pest Control's liability under this Agreement is limited to re-treatments at the service address. Bed bugs, fleas and wildlife are not covered under this re-treat guarantee.

## **ENTIRE AGREEMENT**

This Agreement and the attached diagram, if any, shall be the entire Agreement between the Customer and Regal Pest Control. The terms of the guarantee or re-treat guarantee stated herein may not be amended or altered unless a written change is approved and signed by Regal Pest Control. If any portion of this Agreement is found to be invalid, it shall not affect the validity of any other part of this Agreement. The parties do not intend and this Agreement shall not be construed to inure to the benefit of any third party beneficiaries.

**FORCE MAJEURE (CIRCUMSTANCES BEYOND REGAL PEST CONTROL'S CONTROL)**

Regal Pest Control's obligations under this Agreement shall be canceled if Regal Pest Control cannot perform its responsibilities because of a substantial change in circumstance including but not limited to acts of war, strikes, unavailability of supplies from ordinary sources and acts of God, including, earthquakes, storms, fires, flood, or if a natural occurrence, such as storms, floods, fires substantially alters or destroys the effectiveness of Regal Pest Control's treatment.

**AUTHORIZATION**

By accepting the terms of the Service Agreement, you are agreeing that this Agreement has been executed of your own free will, without any coercion or undue influence and shall be valid and legally binding on both parties from today's date. Both you and Regal Pest Control (each party) represents that they are a duly authorized representative with the capacity to bind that party to the terms and conditions contained in this Agreement.

**CUSTOMER**

Accepted By \_\_\_\_\_  
First & Last Name (Sign & Print)

Today's Date \_\_\_\_\_  
(MM/DD/YYYY)

**REGAL PEST CONTROL**

Accepted By \_\_\_\_\_  
First & Last Name (Sign & Print)

Today's Date \_\_\_\_\_  
(MM/DD/YYYY)