



www.EcoShieldPest.com

PROPOSED PESTICIDES

Product Name (EPA Reg #)

Contra All-Weather Blox (12455-79)
2% Propoxur Bait (499-518)
Advion Ant Gel (100-1498)
Advion Cockroach Gel Bait (100-1484)
Astro (279-3141)
Avert DF (499-294)
Bifen L/P (53883-124)
Biozyme (N/A)
Bora-Care (64405-1)
CB-80 (279-3393)
Chloropicrin (Product Code: 16651)
Cimexa (73079-12)
Conquer (1021-1641-57076)
Contra Rodenticide Pellets (12455-69)
Contra Soft Bait (12455-146)
CY-KICK CS Pressurized Crack & Crevice Residual (499-303)
Demand G (100-1240)
Detex Blox
Ditrac All-Weather Blox (12455-80)
Ditrac Tracking Powder (12455-56)
Dagnet SFR Termiticide Insecticide (279-3062)
Drione (432-99)
Eco EXEMPT KO (N/A)
EcoADJUVANT (N/A)
EcoEXEMPT D (N/A)
EcoExempt IC2 (N/A)
EcoPCO ACU (67245-14-655)
EcoPCO AR-X (67425-15)
EcoPCO DX (67425-16)

EcoPCO WP-X Wettable Powder Insecticide (67425-25)
EcoVia EC
EcoVia MT
End Zone Insecticide Sticker (8033-114-279)
Essentria G
Exciter (89459-41)
First Strike Soft Bait (7173-258)
Gentrol Aerosol (2724-484)
Gentrol IGR Concentrate (2724-351)
Gentrol Point Source (2724-469)
Harmonix Insect Spray (432-1526)
InTice Perimeter Bait (73079-6)
Liqua-Tox II (12455-61)
Maxforce FC Ant Killer Bait Gel (432-1264)
Maxforce FC Magnum (432-1460)
Maxforce FC Roach Killer Bait Gel (432-1259)
Maxforce Fleet (432-1264)
Mole Scram
Mosquito Dunks (6218-47)
Niban Granular Bait (64405-2)
NyGuard IGR Concentrate (1021-1603)
Phantom Pressurized Insecticide (7969-285)
PHC BioPak Plus
Polymer Transport System
Precor IGR Concentrate (2724-352)
Pro-Pell (N/A)
ProCitra-DL (499-497)
PT Alpine Flea & Bed Bug Pressurized Insecticide (499-540)
PT Cy-Kick (499-470)
PT Ultracide Pressurized Flea Insecticide (499-404)
Pyrocid (100 1021-1424)

Pyrocid (300 1021-1177)
Pyronyl Oil Concentrate (OR-3610A 655-501)
Recruit AG FlexPack (62719-652)
Recruit HD (62719-608)
Recruit IV AG (62719-454)
Recruit IV Termite Bait (62719-453)
Selontra Rodent Bait (7969-382)
Skeeter D-Feeder
Snake-A-Way (58630-1)
Steri-Fab (397-13)
Suspend Polyzone (432-1514)
Suspend SC (432-763)
Talpid (12455-101)
Talstar Insecticide (279-3365)
Talstar PL Granular Insecticide (279-3168)
Taurus SC-NY (53883-279)
Tempo Ultra WP (432-1304)
Temprid FX (432-1544)
Temprid Ready-To-Spray (432-1527)
Temprid SC (432-1483)
Termidor Dry (499-546)
Termidor Foam (499-563)
Termidor NY (7969-210)
Topia
Transport Mikron (8033-109-279)
ULD BP-100 (499-514)
ULD BP-300 Contact Insecticide II (499-522)
Vikane Specialty Gas Fumigant (62719-4)
Vole Scram
Apicides (36272-14)
Victor Multi-Kill Blocks II (36488-63)

Please contact Poison Control for any emergency product exposure concerns: **Poison Control: (800) 222-1222**

All product labels can be provided to customers upon request at any time.

TERMS AND CONDITIONS

- Term:** this Service Agreement between **EcoShield Pest Solutions** and customer shall commence on the signature date and continue in full affect through the Treatment Period.
- Payment:** Payment in full is due immediately after service is performed. Customer authorizes **EcoShield Pest Solutions** to charge credit or debit card after service is rendered. A \$30.00 charge will be assessed on any checks returned from the bank.
- Default:** If customer defaults, customer understands and agrees they are responsible for finance charges of 1.5% per month, or an annual percentage rate of 18%, applied to any unpaid balance, including prior interest. Further, there is a minimum late charge of 50 cents per month applied after thirty (30) days. If payment in full is not received within thirty (30) days, **EcoShield Pest Solutions**, at its option, may employ an attorney to aid in collection of any unpaid balance.
- Termination:** **EcoShield Pest Solutions** reserves the right to terminate this Agreement at any time by providing Customer written notice of termination.
- Access:** Customer agrees to provide **EcoShield Pest Solutions** access to all parts of the premises for the purpose of inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment. Customer hereby permits **EcoShield Pest Solutions** to apply approved pesticides and or deploy equipment as we deem necessary, to deliver an effective treatment, subject to our compliance with all legal requirements.
- Customer Acknowledgement and Release:** If gopher bait is used as part of the service plan, Customer acknowledges that the product is a poison used for killing gophers and other ground pests that may be on the property. Customer understands that the product can kill other animals including dogs and cats. Customer acknowledges that the service technician has advised Customer to keep all animals away from any treated area for a minimum time frame of two weeks following application. Customer hereby releases **EcoShield Pest Solutions**, its service technicians and or staff of any liability, responsibility or claim of damage related to any animals becoming injured, including death.
- Limitation of Liability:** **ECOSHIELD PEST SOLUTIONS** LIABILITY WITH RESPECT TO ANY CLAIM SHALL BE LIMITED TO AND IN NO EVENT EXCEED THE SERVICE FEES ACTUALLY PAID UNDER THIS AGREEMENT FOR THE MOST RECENT TWELVE-MONTH PERIOD.
- Governing Law; Jurisdiction:** This agreement shall be governed by and construed in accordance with the laws of the respective state wherein this agreement was signed. This state shall have exclusive jurisdiction of all matters relating to or arising out of this Agreement, and Customer hereby consents to the venue of the county wherein this agreement was signed. In the event **EcoShield Pest Solutions** refers this Agreement to any attorney to enforce any provision of this Agreement, or incurs costs as a result of the collection of amounts owing under this Agreement, Customer agrees to pay all such costs and attorneys' fees.
- Performance:** **EcoShield Pest Solutions** shall not be liable for or be in default of this Agreement on account of any failure to perform its obligations or attempt to cure any breach thereof if **EcoShield Pest Solutions** has been delayed or prevented from doing so by any cause or condition beyond **EcoShield Pest Solutions** reasonable control.
- Entire Agreement:** This Agreement constitutes the entire understanding between **EcoShield Pest Solutions** and the Customer and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of the Agreement.
- Warranties:** **ECOSHIELD PEST SOLUTIONS** DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL **ECOSHIELD PEST SOLUTIONS** BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED OR ARISING, INCURRED BY CUSTOMER OR ANY OTHER PERSON EVEN IF **ECOSHIELD PEST SOLUTIONS** HAS BEEN ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.
- WAIVER OF JURY TRIAL:** CUSTOMER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

