

EcoShield Pest Solutions - Miami
dba EcoShield Pest Solutions
368 S Military Trail
Deerfield Beach, FL 33442
(305) 330-4755 miami@theshieldco.com
License #JB257364

SERVICE AGREEMENT



<https://www.ecoshieldpest.com>

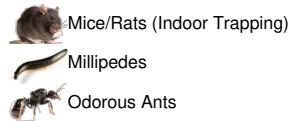
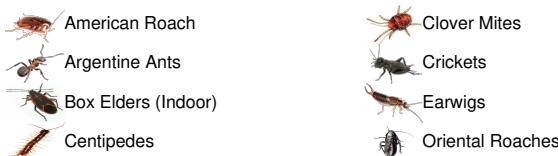
Service Address

Cedric Leboeuf
1511 Southeast 12th Court
Deerfield Beach, FL 33441

Customer Information

cedric2177@gmail.com
(450)567-0514 |
Notes: inside outside full yard and eaves

Guaranteed Coverage (Indoors*)

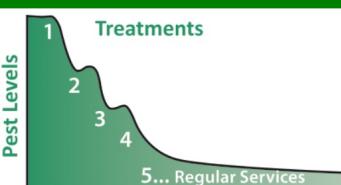


Add On Services (Extra Charge)



Year-Round Perimeter Protection


Your first two billable services ("Egg Cycle") must be within 30-45 days of each other in order to break the Egg Cycle. The first service will flush adult pests from nesting and breeding sites while the second service will help control newly hatched and persistent pests.



After the Egg Cycle Service, pest activity levels will continue to decrease as additional regular services are performed. These services will establish and maintain a protective barrier around your home. In between services, if you are seeing more than the occasional pest, please call for a free touch-up.

BIMONTHLY Subscription

Jun'23	Jul'23	Aug'23	Sep'23	Oct'23	Nov'23
(S)150.00	(S)149.00		(S)149.00		(S)149.00
Dec'23	Jan'24	Feb'24	Mar'24	Apr'24	May'24
	(S)149.00		(S)149.00		(S)149.00

Initial Service / Warranties

Full Initial Service Charge:
Annual Commitment Discount:

\$300.00
(\$150.00)

\$149.00
\$0.00

Sub Total:
Tax (0%):

\$150.00
\$0.00
\$150.00

\$149.00

Initial Total:

Service Charge:
Tax (0%):

Recurring Services

Recurring Total:

Payment shall be due after each service while services shall be performed according to the approximate schedule illustrated above. Checkmarks indicate approximate months when regularly scheduled maintenance services will take place.

Electronic Consent and Payment Information

Cedric Leboeuf

Credit Card #
Expires:

I hereby authorize EcoShield Pest Solutions - Miami (i) to contact me by email, text, or phone (including an automatic dialing system or artificial/prerecorded voice) at the phone number(s) above and (ii) to receive my agreement, additional disclosure, product usage notifications and label information before and after service, information on additional services, and account-related notifications electronically.

Customer signed on: Wednesday,
06/21/2023

Notice of Right to Cancel - I, the customer, acknowledge that EcoShield Pest Solutions has orally informed me of my right to cancel this Agreement in accordance with the Federal Trade Commission's three-day cooling off period rule at the time of this Agreement. I understand that I may cancel this Agreement before midnight of the third business day after the date of this Agreement by providing written notice of cancellation to EcoShield Pest Solutions via email to miami@theshieldco.com. However, I acknowledge that if I cancel this Agreement within the three-day period after the Initial Service has been performed, the cost of my Initial Service will not be refunded. I understand if I cancel this Agreement after performance of the Initial Service, and more than three business days after the date of this Agreement, then I am responsible for payment of the costs of the Initial Service and any Discounts. Upon completion of the initial term of this Agreement, services will automatically continue at the same frequency until cancelled by the customer. I also confirm that I have received a copy of this Agreement for my records.

Acknowledgement of Urgent or Emergent Pest Service Need - By initialing below, I acknowledge and agree to waive the right to cancel this Agreement pursuant to the Federal Trade Commission's three day cooling off period for EcoShield Pest Solutions to treat to the emergent pest issue at my property. I understand that the emergent nature of my pest issue requires immediate attention and that the services provided by EcoShield Pest Solutions are necessary to remedy the issue.

[X] Initial Here: cl

This signature indicates the customer is paying in full:

[]

This Agreement is here accepted as of the date provided below by

Customer signed on: Wednesday,
06/21/2023

TERMS AND CONDITIONS

Covered Pests - We only guarantee coverage of the pests found inside and listed within the "Guaranteed Coverage" section on Page 1 of this contract.

Touch-Ups - Touch-ups are location-specific spot treatments for the stubborn activity of covered pests. We do not offer touch-ups if requested: before the Egg Cycle Service is complete, while you are overdue for your regularly scheduled service or when you are due for service within two (2) weeks. If you have three (3) touch-ups in between services for the same covered pest activity without improvement, we will provide your next billable service at no charge. Persistent covered pest activity after three (3) touch-ups in between regular services does not release you from paying any unpaid balance upon cancellation, nor does it qualify you for a refund of any previously rendered services.

Postponements - It is essential that we service your property at the regularly scheduled intervals outlined in your Service Agreement. Postponing service interrupts the seasonal design of our Pest Solution Strategy and increases the chances of re-infestation around your property. For this reason, subscription services cannot be postponed more than 30 days outside of the service intervals provided in this Agreement. If you postpone any services, the duration of this Agreement will expand until such time as the agreed upon number of service treatments is completed.

WARNING - AS A PRECAUTIONARY MEASURE, CUSTOMER AGREES THAT ALL PETS AND PROPERTY GUESTS/RESIDENTS WILL MAINTAIN A SAFE DISTANCE FROM, AND AVOID CONTACT WITH, THE TREATED AREAS IN COMPLIANCE WITH THE MANUFACTURING LABELS AND SAFETY DATA SHEETS FOR ALL PESTICIDE PRODUCTS USED TO PROVIDE SERVICE UNDER THIS AGREEMENT. CUSTOMER WILL RECEIVE IDENTIFICATION OF PESTICIDE PRODUCTS USED IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THAT LABELS AND SAFETY DATA SHEETS FOR THESE PRODUCTS ARE AVAILABLE ON THE ECOSHIELD PEST SOLUTIONS WEBSITE AT [HTTPS://WWW.ECOSHIELDPEST.COM/ECOSHIELD-SDS-AND-LABELS](https://www.ecoshieldpest.com/ecoshield-SDS-and-labels).

Term - This Agreement between EcoShield Pest Solutions and Customer shall commence on the signature date and continue in full effect for the number of months identified as the Initial Period on Page 2 of the Service Agreement, plus the duration of any postponements. If no number of months is designated on Page 2 of the Service Agreement, then the term shall be 12 months, plus the duration of any postponements.

Payment - Payment in full is due immediately after service is performed. Customer authorizes EcoShield Pest Solutions to charge Customer's credit or debit card on file each time after service is rendered. A handling fee of \$25.00 plus any charges assessed by the holder's financial institution will be charged for any Customer checks returned from the bank.

DELINQUENCY FEES - IF CUSTOMER PAYMENT IS NOT RECEIVED WITHIN 45 DAYS OF THE DUE DATE, A LATE FEE WILL BE CHARGED TO THE CUSTOMER'S ACCOUNT. IF THE PAST DUE BALANCE IS \$25 OR LESS, THE FEE WILL BE \$5. IF THE PAST DUE BALANCE IS MORE THAN \$25, THE FEE WILL BE 5% OF THE UNPAID BALANCE.

Access - Customer agrees to provide EcoShield Pest Solutions access to all parts of the premises for the purpose of inspection, treatment or surveillance and agrees to ensure that all safety and treatment instructions are followed during and post-treatment. Customer hereby permits EcoShield Pest Solutions to apply pesticides and/or deploy equipment as necessary to deliver an effective treatment, subject to compliance with all applicable legal requirements.

Customer Acknowledgement and Release - If bait stations or other equipment, including, but not limited to, rodent/gopher bait ("Equipment") is installed as part of the service plan, Customer acknowledges that the Equipment utilizes a poison used for killing rodents, gophers and other ground pests that may be on the property. Customer understands that the Equipment can be dangerous to humans and pets absent adherence to warnings provided by the product(s) manufacturer(s), available on the EcoShield Pest Solutions website. Customer acknowledges that EcoShield Pest Solutions has advised Customer/all residents to keep themselves and pets away from any treated areas and Equipment in congruence with the labels and Safety Data Sheets available on the EcoShield Pest Solutions website. Customer agrees to immediately notify EcoShield Pest Solutions if, during the term of this contract, any Equipment is damaged, unlocked or modified from its condition at installation by actors or events independent of EcoShield. Customer agrees that any Equipment retained beyond the term of this contract shall be the property and sole responsibility of the Customer and EcoShield Pest Solutions shall have no further responsibility related to such Equipment. Customer hereby releases EcoShield Pest Solutions along with its service technicians, affiliates and/or staff from any liability, responsibility or claim of human/pet/animal injury related to Equipment.

LIMITATION OF LIABILITY - IN NO EVENT SHALL ECOSHIELD PEST SOLUTIONS OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, INCURRED BY CUSTOMER OR ANY OTHER PERSON. THE LIABILITY OF ECOSHIELD PEST SOLUTIONS WITH RESPECT TO ANY CLAIM SHALL BE LIMITED TO AND IN NO EVENT EXCEED THE TOTAL SERVICE FEES PAID UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO ALLEGED INJURY.

Disclaimer of Warranties - Except as expressly stated in this Agreement, EcoShield Pest Solutions disclaims all representations and warranties, express or implied, either in fact or by operation of law, statute, or otherwise, including without limitation implied warranties of merchantability or fitness for a particular purpose.

Forum/Applicable Law - This agreement shall be construed under and in accordance with the substantive laws of the state of Arizona, and the parties consent to the exclusive venue and jurisdiction of any state court located in Maricopa County, Arizona.

Performance - EcoShield Pest Solutions shall not be liable or 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, Electronic Signature - This Agreement constitutes the entire understanding between EcoShield Pest Solutions and the Customer and supersedes all previous communications, understandings or agreements between the Parties relating to the subject matter of the Agreement. The parties agree that this Agreement may be signed with an electronic signature and that an electronic signature shall be valid for all purposes, and the parties waive any objection to use of an electronic version of this Agreement as substitute for the original for any legal purposes.

Severability - Should a court of competent jurisdiction find all or any part of any provision or condition of this Agreement to be illegal or not enforceable, said provision or condition shall be considered severable, and the Agreement and its conditions shall remain in force and be binding upon the Parties as though the severed language had never been included.