



COMMERCIAL SERVICE AGREEMENT

Featuring IPM (Integrated Pest Management) Solutions

1-800-236-8735

www.wil-kil.com ♦ ♦ ♦ info@wil-kil.com

This agreement is intended to constitute a mutual understanding between Wil-Kil Pest Control Company and client named below:

Service will be provided at the location below. The Technician will report to the contact person listed unless directed otherwise:

Client Name: _____

Location Name: _____

Address: _____

Address: _____

City: _____ St: _____ Cnty: _____ Zip: _____

City: _____ St: _____ Cnty: _____ Zip: _____

Buyer: _____ Title: _____

Contact: _____ Title: _____

Phone: _____ Extension: _____

Phone: _____ Extension: _____

Email Address: _____

Email Address: _____

Please Print Email Addresses Legibly

SIC Code: _____ Include: ☐ Log Book ☐ Equipment Map ☐ Client Care Report _____

Month(s)

Wil-Kil Pest Control Company will initiate service in accordance with standard IPM procedures and the following service specifications:

SPECIFIC COVERED PESTS:

SPECIAL INSTRUCTIONS:

EQUIPMENT TO BE INSTALLED:

Tamper-Resistant Bait Stations: _____
Standard Bait Stations: _____
Multi-Catch Traps: _____
Monitoring Traps: _____
Other (Specify): _____

SERVICE TYPE, FREQUENCY, FEE SCHEDULE:

☐ NEW ONGOING SERVICE ☐ PROGRAM UPGRADE ☐ _____

SERVICE: ☐ Monthly ☐ Twice/Month ☐ Weekly ☐ _____

FEES: Initial Setup or Intensive Treatment Charge: \$ _____ Each Ongoing Service Charge: \$ _____

☐ SPECIAL SERVICE (New Account) ☐ ADD-ON SPECIAL SERVICE (Current Client)

FEES: Initial Charge: \$ _____ + _____ Follow-ups @ \$ _____ (each) Total Charge: \$ _____

SPECIAL NOTES: _____

PAYMENT: ☐ C.O.D. ☐ CREDIT (approved by) _____ ☒ 3% Annual Prepayment Discount: Save \$ _____ Per Year

All sales are subject to the service agreement terms & conditions above and printed on the reverse side of this agreement

PROPOSED FOR WIL-KIL PEST CONTROL COMPANY

ACCEPTED (AS AUTHORIZED AGENT OF CLIENT)

By: _____

By: _____

Title: _____

Title: _____

Date: _____ Phone: _____

Effective Date: _____ P.O. # _____

* Credit Terms: Net 30 Days (1.5% Percent Per Month [18% Per Annum] Will Be Charged On All Invoices Past Due)

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AVAILABLE PRE-APPLICATION INFORMATION

Upon your request and at no additional cost to you, we will provide you with written pre-application information. Available information includes:

- The common chemical or brand name of each pesticide that may be applied.
- A copy of the pesticide label for each pesticide that may be applied.
- Each date on which pesticides will be applied.

To request this information, contact the Wil-Kil representative listed on the front of this form. If this person is unavailable, call 1-800-236-8735 and one of our Client Service Representatives will help you.

TERMS AND CONDITIONS

MATERIALS

A. The materials used in the pest management services shall conform to federal, state, and local ordinances and laws.

CLIENT RESPONSIBILITIES

A. The client shall extend all necessary cooperation to ensure effective results from pest management services, such as availability of premises, appropriate sanitation, corrective maintenance measures, and proper preparation for service to be rendered.

B. Whenever conditions conducive to the breeding and/or harborage of pests covered by this service agreement are reported to the client in writing by Wil-Kil Pest Control Co., the client shall take necessary steps to correct such conditions.

C. Client's signature attests to: 1) financial responsibility, ability, and willingness to pay Wil-Kil Pest Control Company within stated terms of Net thirty (30) days after date of invoice; 2) agreement to pay a Late Fee up to 1.5% per month or 18% per year on all past due amounts older than 30 days; 3) agreement to pay all costs of collecting to include attorney's fees; 4) agreement, that for purposes of determining the location for bringing any legal action on the account, client agrees that any such action may be brought in a court in the county in which Wil-Kil Pest Control Company's principal place of business is located, or in such other county chosen by Wil-Kil Pest Control Company.

SPECIAL PROCEDURES

A. Certain pest infestations may require additional specialized treatments and/or procedures beyond the scope of this agreement to obtain control. The cost of these specialized services will depend upon the pest involved and the specific treatment procedures necessary.

ONGOING MAINTENANCE PROGRAMS

A. The terms of agreement for all ongoing IPM (Integrated Pest Management) programs or other annual maintenance plans is one year. Thereafter, all annual programs renew automatically on an annual basis unless they are modified by mutual consent, or terminated by either party with a written thirty-day notice.

B. All equipment, unless sold outright to the client, as well as applicable Wil-Kil Log Books, will remain the property of Wil-Kil Pest Control. Equipment that is missing or becomes damaged will be replaced by Wil-Kil Pest Control at applicable rates.

C. Unless otherwise indicated on the reverse side, client approval of this contract includes the specification that Wil-Kil Pest Control will provide all services as scheduled in this document. Client agrees to pay for all such services even if no client representative is available nor approving signature obtained by Wil-Kil at the time service is performed.

D. Client approval of this contract indicates your willingness to pay any associated fees for non-covered pest treatments, special services, product/equipment purchases, and/or for add-on service to additional locations verbally requested and approved by you or your representatives.

INSURANCE

A. Upon request, Wil-Kil Pest Control Company will furnish the client with a certificate of insurance showing what types and amounts of coverage are in effect.

LIMITED WARRANTY

Wil-Kil Pest Control Co. warrants that its application of treatments hereunder shall be in accordance with applicable pesticide regulations of the Environmental Protection Agency (EPA) and other applicable government agencies. This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty or representation, expressed or implied, with respect to any goods or services furnished by Wil-Kil Pest Control Company, pursuant to this contract.

Wil-Kil Pest Control Co. representatives will make additional calls and treatments for covered pests in areas covered by this agreement, when deemed necessary, and these extra service calls will be provided at no additional charge during normal work hours. Unless specified otherwise in the service agreement, special services and after-hours service calls will be provided on a cost per treatment basis. The parties agree that the client's sole and exclusive remedy against Wil-Kil Pest Control Company in the event of continued infestation shall be the reapplication of treatment as described above. The client agrees that no other remedy shall be available to them.

ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES: The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any different additional terms proposed in client's order are rejected unless expressly agreed to in writing by Wil-Kil Pest Control Company's authorized agent. The terms and conditions contained herein shall constitute an offer by Wil-Kil Pest Control Company and may only be accepted on the terms herein set forth.