



DEATH ROW PEST CONTROL

931-500-6969
DEATHROWPEST.COM



Date ____/____/20____

Customer Name: _____ Address: _____

Phone Number: _____ Email: _____

Basic Shield**

6 month or 1 year options. Get a free month if year paid upfront.

\$50/month

Includes:

- Serviced every 4 months
- Treatment for whole home
- Inspect outside and attic
- Free service call and inspection
- 10% off any service or repairs
- 48 hour arrival guarantee

*see terms and condition for details

Customer Initial _____

Advance Shield**

6 month or 1 year options. Get a free month if year paid

\$75/month

Includes:

- Serviced every 3 months
- Treatment for whole home with mosquitos and termites included
- 50% off sealing attic and entry spots included (spray foam and wire only)
- Free service call and inspections
- 15% off any service or repairs
- 48 hour arrival guarantee

*see terms and condition for details

Customer Initial _____

Premium Shield**

6 month or 1 year options. Get a free month if year paid

\$125/month

Includes:

- Serviced every 2 months
- Whole home, mosquitos, and termites included plus we treat lawn for fleas and ticks
- Seal attic and entry spots included (spray foam and wire only)
- Free service call and inspections
- 20% off any service or repairs
- 24 hour arrival guarantee

*see terms and condition for details

Customer Initial _____

one time PEST TREATMENT:

30 day guarantee* We will treat interior and exterior of home and provide full inspection.

\$229

1. Treatments and Covered Pests defined in your Plan Limitations apply. See Plan for details.**
2. Participating locations only and requires purchase of a new Shield agreement. Covered Pests defined in your Plan. Autopay is required. Home must be free of bugs during initial service to qualify for coverage under Shield Plan. Single-family e-standing, owner occupied homes only. Offer may not be combined with other offers or discounts. Other limitations and terms apply. See Plan for details.
3. Service frequencies will vary based on selected plan. Covered Pests defined in your Plan. Automatic payment sign up is required. Voles and fire ants are only covered if they are in the home. We will not treat the lawn unless you have Shield Premium. Homes must be free a bugs at the initial service to qualify for coverage for single family, free-standing. owner-occupied homes only. Account must be in good standing. Other limitations limitations may apply.
4. Coverage includes: "House" Ants. Bird Mites, Indoor Ticks. Cockroaches, Carpet Beetles. Fabric Moths, Overwintering insacts, Ground Beetles, Cantipades, Crickets, Earwigs, Firebrats, Millipedes, Clover Mites, Pilbugs/Sowbugs. Procidids, Scorpions, Silverfish, Paper Wasps, Springlairs, Spiders, Stored Product Beetles, Stored Product Motha, Mice, and Rats. Shield Premium does include Fire Ants. Black Widow Spiders, and Brown Reduse Spiders.*
5. Coverage does not include: Black Widow Spiders, Brown Recluse Spiders, Voles (interior only), Bed Bugs. Fleas (interior only). Bumble Baes. Carpenter Bees, Solitary Ground Bees, Yellowjackets, Hornets, Baidfaced Homets. Crazy Ants, Carpenter Ants, and Fire Arts. Some exceptions for Shield Premium see above.*
6. if infestation of bees, fleas, indoor sticks, bed bugs, termites, cockroaches, brown recluse spiders, carpet beetles, fabric moths, stored product pests, present at time of initial inspection, a curative upcharge will apply.*
7. See back for legal agreement. Signing below entails you agree to all information on front and back of contract all sales are final. There will be a 20% administrative fee for any cancellations and/or refunds for work or service plan. Refund will be prorated to length of service remaining in contract. Service is good for one year from date signed below.
8. Autopay: Purchaser authorizes Death Row Pest Control to automatically debit Purchaser's checking account or credit card, in an amount equal to any monthly payment due to Death Row Pest Control under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Death Row Pest Control's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Customer Signature _____ Date: ____/____/20____

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). During the Initial Term, in consideration for the fees paid by Purchaser, Death Row Pest Control shall provide an INI Treatment (as defined below), three (3) Subsequent Service Visits and Interim Service Visits, provided upon the request of Purchaser and as necessary throughout the Initial Term, subject to the limitations, terms and conditions of this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. During each Renewal Term, in consideration for the fees provided by Purchaser, Death Row Pest Control shall provide four (4) Service Visits and Interim Service Visits, provided upon the request of Purchaser and as necessary throughout the Renewal Term, subject to the limitations, terms and conditions of this Agreement.

2. **FEES.** Purchaser shall pay the fees for the Initial Service Visit and subsequent quarterly Service Visits for the Initial Term and any Renewal Term(s) in accordance with the payment terms set forth above based upon the Payment Option selected by Purchaser. Death Row Pest Control will refund all prepaid monthly service fees charged for those Service Visits not rendered due to Purchaser's cancellation in the event Purchaser provides 30 days' written notice prior to the start of any Renewal Term or as consistent with the 30-Day Money Back Guarantee, subject to the limitations in Section 6 – 30-Day Money-Back Guarantee (less any amounts due to Death Row Pest Control for the Services provided).

3. **PEST CONTROL SERVICE PLAN.** Death Row Pest Control shall control for and mitigate against infestations of Standard Pests set forth on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. For an additional charge, Death Row Pest Control shall control for and mitigate against infestations of Premium Pests designated by Purchaser on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. **THIS AGREEMENT DOES NOT COVER AND DEATH ROW PEST CONTROL SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.**

a. **INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS.** On the initial service visit, Death Row Pest Control will apply pesticides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "INI Treatment"). Subsequent to the Initial Treatment, Death Row Pest Control will apply pesticides only to the exterior perimeter of the structures on the premises once each calendar quarterly period during the Initial Term and any Renewal Term. Death Row Pest Control may utilize other pest control methods including use of trapping devices as determined by Death Row Pest Control in its sole discretion.

b. **EXCLUDED PESTS.** Death Row Pest Control shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, drywood, dampwood), wood-boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified as a Basic Shield, Advance Shield or Premium Shield, unless otherwise agreed to in writing by Death Row Pest Control.

c. **INTERIM SERVICE VISITS.** Subject to the limitations in Section 5 – Purchaser Cooperation, Death Row Pest Control shall, upon the request of Purchaser, in consideration for the fees paid by Purchaser and at no additional costs to Purchaser, provide continuous pest control service throughout the Initial Term and any Renewal Term(s) and shall make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Basic Shield, Advance Shield or Premium Shield, as the case may be, which occur between the regularly scheduled service visits.

4. **ACCESS TO PROPERTY.** Purchaser must allow Death Row Pest Control access to the structures for any purpose contemplated by this Agreement, including but not limited to re-inspections, whether the inspections were requested by the Purchaser or considered necessary by Death Row Pest Control. The failure to allow Death Row Pest Control such access will terminate this Agreement without further notice.

5. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Death Row Pest Control to the Purchaser, and are not corrected by Purchaser, Death Row Pest Control cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Death Row Pest Control within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.

6. **30-DAY MONEY-BACK GUARANTEE. IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY DEATH ROW PEST CONTROL UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, DEATH ROW PEST CONTROL SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF DEATH ROW PEST CONTROL.**

7. **LIMITATION OF LIABILITY, LIMITED WARRANTY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, DEATH ROW PEST CONTROL DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF DEATH ROW PEST CONTROL SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND DEATH ROW PEST CONTROL DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.**

8. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises may destroy the effectiveness of treatment by Death Row Pest Control and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Death Row Pest Control shall have no responsibility for repairs with respect to water leakage.

9. **FORCE MAJEURE.** Death Row Pest Control shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

10. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Death Row Pest Control will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/ or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.

11. **CHANGE IN LAW.** Death Row Pest Control performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Death Row Pest Control reserves the right to revise the service charges or terminate this Agreement.

12. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Death Row Pest Control has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

13. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Death Row Pest Control may change this Agreement by adding, deleting or modifying any provision. Death Row Pest Control will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

14. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Columbia, TN.

16. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

17. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 15 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of law's provisions.

18. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.