

DEATH ROW PEST CONTROL TERMS & CONDITIONS
EFFECTIVE DATE: MAY 07, 2025

1. AGREEMENT, DURATION, FEES, AND RIGHT OF RESCISSION

a) This agreement begins on the initial treatment date and lasts one year. Fees are due upon service. Fees may differ from the initial term. You may cancel within 30 days of the initial treatment for a full refund, subject to Section 7.

b) For contracts signed at your residence or away from our place of business, you have the right to cancel this contract within three business days, as per the Tennessee Consumer Protection Act (Tennessee Code § 47-18-101 et seq.). A Notice of Cancellation form will be provided at request or mail a letter to 3779 Raleigh Elam Rd. Santa Fe, TN 38482, ensuring compliance with state regulations (Tennessee Code § 62-21-102).

2. MAINTENANCE CONTRACT

Death Row Pest Control offers an optional maintenance contract for ongoing pest protection:

a) We will conduct quarterly inspections and treatments to prevent infestations of pests listed in your service plan.
b) The initial treatment cost is based on the square footage of the treated area. You will receive a written quote for the maintenance contract upon request.

c) You agree to allow regular access to your property for scheduled visits. We will notify you of scheduled visits at least 48 hours in advance via your preferred contact method (e.g., email, phone, text). You agree to confirm receipt of this notification.

d) The Maintenance contract does not cover excluded pests or any damages caused by infestations.

3. PEST CONTROL SERVICES, EXCLUDED PESTS, AND PRE-EXISTING INFESTATIONS

a) Death Row Pest Control will manage pests listed in your service plan (e.g., ants, roaches, mice), using methods compliant with the Tennessee Insecticide, Fungicide, and Rodenticide Act (TIFRA); Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); Tennessee Department of Agriculture (TDA) regulations (Chapter 0080-09-04); and Occupational Safety and Health Administration (OSHA) standards. We provide, upon request, information on all chemicals used, including Safety Data Sheets (SDS).

b) Excluded pests include termites, bed bugs, wildlife, and other pests not specified in your plan, as per Tennessee Code § 62-21-102. We are not responsible for pre-existing infestations or damages caused by excluded pests.

c) For pre-existing infestations, we will provide a written assessment identifying active infestations, EPA registration numbers, and safety data sheets (SDS). Any treatments required for pre-existing infestations are not covered by the standard service plan and may incur additional fees, which will be disclosed in writing prior to treatment. By signing this document, you (the “Customer”) acknowledge that you have read, understood, and agree to be bound by the following terms and conditions of pest control services provided by Death Row Pest Control (the “Company”) and outline the scope of pest control services currently offered by Death Row Pest Control at 931-500-6969 or email at deathrowpestcontrol@gmail.com.

4. CUSTOMER RESPONSIBILITIES AND SAFE CONDITIONS

a) You must:

- i) Allow access to your property for inspections and treatments, as required by Tennessee Code § 62-21-102.
- ii) Correct conditions that attract pests (e.g., standing water, clutter), as advised in writing by the Company.
- iii) Ensure safe conditions for technicians, as mandated by Tennessee Code § 62-21-102 and TDA regulations (Chapter 0080-09-04). This includes removing hazards (e.g., exposed electrical wiring, unsafe structures) and following all safety instructions provided in writing prior to treatment.

b) Failure to cooperate, maintain safe conditions, or comply with these terms may result in suspension of services. Death Row Pest Control is not liable for delays, injuries, or damages caused by your failure to comply with these requirements, as per Tennessee Code § 62-21-102.

5. SAFETY INSTRUCTIONS

a) You must follow all safety instructions provided by Death Row Pest Control in writing, including but not limited to:

- i) Vacating the treated area for a minimum of four hours after treatment, or as recommended by Tennessee pest control guidelines for safe pesticide applications.
- ii) Ensuring proper ventilation of the treated area before re-entry, as advised in writing.

b) Death Row Pest Control is not liable for injuries or damages caused by your failure to follow these safety instructions, as per Tennessee Code § 62-21-102.

6. WARRANTY AND LIABILITY

a) Death Row Pest Control is not liable for:

- i) Pre-existing damages or injuries (e.g., bites, stings, or venomous insects).
- ii) Structural issues (e.g., leaks, poor construction) that contribute to infestations.
- iii) Failures to perform services due to unsafe conditions, extreme weather events, or other circumstances beyond our reasonable control, as defined by Tennessee Code § 62-21-102.
- iv) Injuries, delays, or damages caused by unsafe conditions on your property or the involvement of another pest control company, as outlined in Section 4.

b) Our services are performed in accordance with industry standards and applicable federal and state regulations. We are not responsible for damages caused by failure to address such issues, per Tennessee Code § 62-21-102.

7. WARRANTY FOR PESTICIDE APPLICATIONS PERFORMANCE, COMPLIANCE WITH LABELED INSTRUCTIONS, AND TERMINATION

a) Pesticide applications are covered by a 15-day high letter guarantee. If pests listed in your service plan reappear within 15 days of treatment, we will re-treat the affected area at no additional cost, subject to the conditions in Section 4.
b) This guarantee does not apply if you fail to follow safety instructions, maintain safe conditions, or if the infestation involves excluded pests, as outlined in Section 3.

c) Either party may terminate this agreement with written notice, as per Tennessee Code § 62-21-102.

8. LATE FEES, INTEREST, NUISANCE CALLS, AND TERMINATION

a) Payments are due upon receipt of your invoice. If payment is not received within 15 days of the invoice date, a late fee of 1.5% per month (18% annually) will apply, which complies with Tennessee usury laws (Tennessee Code § 47-14-103). Additionally, interest will accrue on overdue amounts at a rate of 1.5% per month until paid in full.

b) Per Tennessee Code § 62-21-102, Death Row Pest Control reserves the right to cancel this agreement if payment remains unpaid for 30 days after written notice. You may cancel this agreement with written notice, as outlined in Section 1.

c) If we suspect misuse of our services (e.g., nuisance calls), we may terminate this agreement with written notice, as per Tennessee Code § 62-21-102.

9. INSURANCE, SUBCONTRACTORS

a) Death Row Pest Control maintains liability insurance of at least \$500,000 per occurrence and \$1,000,000 aggregate, including coverage for products/completed operations and herbicide applications. Our pesticide application equipment complies with TDA regulations, including a single hand-held nozzle with a maximum tank capacity of 25 gallons, an electric or manual pump, and a discharge hose no longer than 15 feet. Our TDA-assigned ID number is displayed on all service vehicles, as mandated by Tennessee Code § 62-21-102.

b) Death Row Pest Control may use licensed and insured subcontractors to perform services under this agreement, as permitted by Tennessee Code § 62-21-102 and TDA regulations (Chapter 0080-09-04).

c) Death Row Pest Control confirms compliance with Tennessee law, maintaining liability insurance (\$250,000 per incident, \$500,000 aggregate) as required by TAPA.

10. TRAINING AND QUALITY ASSURANCE:

a) All applicators are trained and licensed per Tennessee regulations to minimize risks of gross negligence, ensuring proper pesticide application.

11. TERMITE SERVICES

a) For termite warranties without initial treatment, Death Row Pest Control complies with Tennessee Code § 62-21-114 by conducting an initial inspection and providing a report with a graph of the property, visible damage, and description of the damage. If damage is reported, a report will be stated with 1/2 high letters on the front of the agreement, or contract per state law that damage repair is not covered.

11. DATA PRIVACY

a) Death Row Pest Control collects customer information (e.g., name, contact details, payment information) solely for the purpose of providing services. We maintain reasonable security measures to protect your data and comply with applicable privacy laws, including the Tennessee Consumer Protection Act. Our detailed privacy policy, available at deathrowpest.com, outlines how we collect, use, and protect your data. You may request a copy of this policy at any time.

13. ACCESSIBILITY

a) Death Row Pest Control is committed to providing accessible services and communications for customers with disabilities, per the Americans with Disabilities Act (ADA). We provide accessible formats, such as large print or audio, upon request, at no additional cost, as outlined in our accessibility policy, available at (931)500-6969

14. ENVIRONMENTAL RESPONSIBILITY AND CONTACT INFORMATION

a) Death Row Pest Control is committed to environmentally responsible pest management practices, using pesticide products and methods that minimize environmental impact, in compliance with TIFRA, FIFRA, and TDA regulations.

b) This agreement is governed by Tennessee law, as outlined in the TDA’s Rules & Regulations (Chapter 0080-09-04). Any disputes may be directed to the Tennessee Department of Agriculture, Pesticide Division, at (615) 837-5103. For regulatory inquiries, you may also contact Death Row Pest Control at (931) 500-6969 or deathrowpestcontrol@gmail.com.

15. WARRANTY CLARIFICATION:

a) This one-time service includes a 30-day callback for re-treatment at no cost if target pests persist, subject to homeowner compliance with sanitation and access requirements.

16. CUSTOMER EDUCATION:

a) Homeowner acknowledgments that pest control outcomes may vary due to environmental factors, and no guarantee of complete eradication is provided beyond the stated warranty.

DEATH ROW PEST CONTROL SERVICE AGREEMENT AND LIABILITY WAIVER

Effective Date: May 07, 2025

17. ENTIRE AGREEMENT

a) This document, including the maintenance contract if applicable, is the complete agreement between you and Death Row Pest Control. It cannot be changed unless both parties agree in writing, ensuring clarity and legal protection for the Company.

By signing this document, you (the “Customer”) acknowledge that you have read, understood, and agree to be bound by the terms and conditions of pest control services provided by Death Row Pest Control (the “Company”).

1. SCOPE OF SERVICES

a) We will provide pest control targeting the pests listed in the “Target Pests” section of the invoice, using industry-standard methods and materials approved by regulatory authorities (Tennessee Department of Agriculture, EPA, FIFRA). We aim to reduce pest populations but do not guarantee complete elimination due to factors such as pest behavior, environmental factors, or biology.

2. LIMITATIONS OF SERVICE

a) Treatment effectiveness may vary due to factors beyond the Company’s control, including but not limited to:

- i) Poor property maintenance (e.g., sanitation issues, structural defects).
- ii) Actions of occupants, tenants, or third parties (e.g., improper food storage, failure to follow post-treatment instructions).

b) The Company is not responsible for pest recurrence due to these factors.

3. LIABILITY DISCLAIMER

a) To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to:

- i) Personal injury, illness, or property damage caused by pests (e.g., bites, stings, or contamination) before, during, or after treatment.
- ii) Health issues or injuries to pets or animals, including but not limited to illness, allergic reactions, or death, resulting from exposure to treated areas.
- iii) Issues arising from Customer failure to comply with post-treatment instructions, including re-entry guidelines.
- iv) Damages related to pre-existing conditions, third-party actions (e.g., neighboring properties, tenant behavior), or environmental factors.

b) The Company is not liable for health effects related to airborne transmission of chemicals, provided treatments are applied in accordance with manufacturer guidelines and applicable regulations.

4. CUSTOMER RESPONSIBILITIES

a) You must disclose relevant property conditions (e.g., pest infestation severity, structural issues) and the presence of pets or sensitive individuals prior to treatment.

b) You must:

- i) Vacate the treated area, including removing or securing pets, for a minimum of four hours after treatment, or as otherwise directed by the technician.
- ii) Maintain sanitation and follow post-treatment instructions to support treatment efficacy.

c) Failure to comply with these instructions may reduce treatment effectiveness, increase risks to pets or occupants, and void any service guarantees, as outlined in Section 7 of the main agreement.

5. PEST SAFETY

a) Customers are solely responsible for the safety and health of their pets during and after pest control treatments. The Company will provide guidance on safety (e.g., re-entry times, securing pets during treatment), but it is the Customer’s responsibility to follow these instructions and take necessary precautions (e.g., removing food, water bowls, or bedding items).

6. SAFETY AND REGULATORY COMPLIANCE

a) The Company employs licensed technicians and uses pest control products in compliance with Tennessee Department of Agriculture standards (Chapter 0080-09-04).

b) Customers acknowledge that pest control involves inherent risks, including potential exposure to chemicals, which may carry health risks depending on the Company’s services.

7. NO GUARANTEE OF RESULTS

a) Unless explicitly stated in a separate written warranty, the Company does not guarantee specific outcomes, such as complete pest elimination, due to the variable nature of pest control.

8. INDEMNIFICATION

a) You agree to indemnify and hold harmless the Company, its employees, and agents from any claims, damages, or liabilities arising from:

- i) Pre-existing or undisclosed infestations.
- ii) Customer-provided misinformation or failure to disclose relevant property conditions or the presence of pets.
- iii) Customer or third-party actions, including failure to secure pets, which interfere with or undermine the service.

9. DISPUTE RESOLUTION

a) Any disputes arising from this agreement shall be resolved through mediation or arbitration in Columbia, TN, in accordance with American Arbitration Association rules, before pursuing litigation. This process will be conducted in a fair and balanced manner, with both parties sharing arbitration costs equally, unless otherwise agreed in writing.

10. SEVERABILITY

a) If any provision of this agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT

a) By signing the front of this document, the Customer confirms they have:

- i) Received, read, and understood these terms and conditions.
- ii) Had the opportunity to ask questions and receive clarifications before signing.
- iii) Voluntarily agreed to these terms without coercion.