

**COMMERCIAL PEST MANAGEMENT TERMS & CONDITIONS**

**1. PEST CONTROL SERVICES PROVIDED.** Amco Ranger will conduct a visual inspection of the premises for evidence of infestation and will provide treatment for the control of the pest(s) specifically listed in this Agreement as determined appropriate by Amco Ranger. Amco Ranger will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Service Agreement, "control" is defined as the periodic eradication of existing infestations within practical limits. Amco Ranger cannot guarantee complete elimination of some species (including but not limited to spiders, mosquitoes, and other flying insects), but if reasonable control of a covered pest(s) is not achieved, Amco Ranger representatives shall make additional visits and treatments as they are deemed necessary (\*Bed Bugs subject to additional charges). Insect nests (bee/wasp/hornets) and nuisance wildlife entry points must be readily accessible with a ladder and located within 15 ft. of ground level. Pest nests or entry points above 15 ft. of ground or that require modification to access, or pests not listed in this Agreement, may be able to be controlled with other materials or services at an additional charge.

**"Indoor Pests": Green-Pro + Outdoor Monthly, Green-Pro Monthly, Green-Pro Bi-Monthly, Eco-Pro Monthly, and Brown Recluse Monthly Programs**

Carpenter Ants	Pavement Ants	Odororous House Ants	Oriental Roaches	American Roaches
Wood Roaches	German Roaches	Crickets	Pillbugs	Sowbugs
Centipedes	Millipedes	Silverfish	Cellar Spiders	Wolf Spiders
Common House Spiders	Hobo Spiders	Sac Spiders	Ground Beetles	

**"Outdoor Pests": Green-Pro + Outdoor Monthly Program Only**

Mosquitoes	Biting Midges	Fleas	Ticks	Paper Wasps
Mud Daubers	Yellow Jackets	Carpenter Bees	Bumble Bees	Cicada Killers
Bald Faced Hornets	Japanese Beetles	Cluster Flies	Lady Bugs	Boxelder Bugs
Springtails	Clover Mites			

**Rodent Program (Bi-Monthly):**

Mice, Rats, and Voles

**Bed Bug Program (Monthly):**

\*\*Bed Bugs (Bed Bug re-treatments subject to \$200 per room charge)

**Fruit & Drain Fly Program (Monthly):**

Moles in turf areas

**Brown Recluse Program (Monthly)**

Brown Recluse & Black Widow Spiders

**Nuisance Wildlife Program (annual maintenance services)**

\*Squirrels, Racoons, Possums, Skunks, Groundhogs (additional wildlife trapping at \$99 per set up)

**Termite Protection Program (annual maintenance services)**

Subterranean Termites

**2. SERVICE PLEDGE.** Amco Ranger agrees to provide services to control the above-named pest(s) in accordance with the terms and conditions of this Service Agreement at the service address described herein. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state, and local regulations.

**3. SERVICE RENEWAL.** This Service Agreement shall remain in force for an initial period of one (1) year from the initial service date, and thereafter shall continue to renew itself on a year-to-year basis, on the first day of the initial service month, until such time as either party cancels by giving written notice at least thirty (30) days prior to the upcoming renewal. Amco Ranger reserves the right to revise the terms and/or fees listed in this Agreement upon each renewal.

**4. SERVICE SCHEDULING.** Amco Ranger will maintain pest protection by performing maintenance pest control services automatically to accessible areas of the structure(s). Customer must contact Amco Ranger to make scheduling arrangements for the completion of any services to inaccessible areas such as inside locked gates or rooms. Service to locked areas will be provided as needed, by request only. Customer agrees that any services completed automatically to accessible areas will be sufficient and in compliance with Amco Ranger's obligations under this Agreement.

**5. TERMINATION.** Amco Ranger's liability under this Agreement will terminate and Amco Ranger will be excused from the performance of any obligation(s) under this Agreement should (1) Customer allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, (2) Amco Ranger be prevented or delayed from fulfilling its responsibilities under the terms of this Agreement by reasons or circumstances reasonably beyond Amco Ranger's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow Amco Ranger access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Agreement.

**6. EARLY TERMINATION.** If the Customer does not want to fulfill the terms of this Agreement, and requests an Early Termination or downgrade of services prior to the end of the one-year Agreement period, Customer must provide written request to stop service, and the cancellation will be effective on the first day of the month following receipt of notice. Amco Ranger will bill, and Customer agrees to pay, an Early Termination Fee equal to 50% per month remaining in the Agreement, plus any outstanding fees or charges that remain unpaid.

**7. AMCO RANGER FEES.** It is the Customer's responsibility to notify Amco Ranger in the event of a change in their payment information. In the event the Customer's payment is declined for any reason by the Customer's financial institution, the Customer will be billed and agrees to pay a \$35 fee to Amco Ranger for time spent resolving the declined payment. In the event that Customer refuses service for any reason (including but not limited to weather) after an Amco Ranger technician has arrived at the service address, if Customer has scheduled an appointment to be present during service and is not present, or if a return trip is required due to property not being ready for service or accessible when the service technician arrives, Customer will be responsible for a \$60 trip charge. If Customer requests a return service for a pest problem caused by a non-covered pest, a trip charge of \$60 plus Amco Ranger's current hourly service rate and any material charges will be due.

**8. CUSTOMER EXPECTATIONS.** It is normal for pest control products and services to take some time to begin working, especially in structures that have not had routine pest control services in the past, or when severe infestations are present. In some cases pest activity may temporarily increase immediately after a service, however reasonable control will usually be achieved within approximately 2-4 weeks of the initial service, and will continue to improve with future maintenance services.

**9. CUSTOMER COOPERATION.** The Customer agrees to maintain premises subject to this Agreement in a condition which does not promote infestations by the pests listed herein and avoid tampering with any traps or bait stations located on the property. Specifically, Customer agrees to prevent unnecessary accumulations of water, maintain the premises in a reasonably clean and sanitary condition, keep lawns mowed and shrubbery trimmed, correct issues such as plumbing leaks or blockages, keep the structure in such a state of repair so as to avoid providing means of access to rodents and other pests, and to follow the recommendations of Amco Ranger. Failure to do so will release Amco Ranger from any and all liability resulting from Customer's failure to abide by the requirements of this Agreement.

**10. INSPECTIONS.** Amco Ranger is not responsible for repairs to damages found during its inspection(s). In addition, hidden damage may exist in concealed, obstructed, or inaccessible areas. No attempt to remove siding, plastic or sheet rock, insulation, carpeting, paneling, stored items, appliances, shelving, etc. to search for hidden infestation/damage is made. Amco Ranger cannot guarantee that any damage disclosed by the floor level visual inspection of the premises shown represents the entirety of the infestation/damage which may exist as of the date of the initial control application. Amco Ranger shall not be responsible for the repair of any existing or future damage, including without limitation, any damage that existed in areas or in structural members, which were not accessible for visible inspection as of the date of this or any inspection(s). It is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

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**11. PUBLIC HEALTH.** Public health pests like Mosquitoes and Rodents are significant carriers of diseases and steps should be taken to protect you and your family from potential health risks.

- Mosquitoes have long been known as carriers of diseases, such as malaria, yellow fever, dengue, encephalitis, and heartworm in dogs, and Missouri is home to approximately 55 separate species of mosquitoes. The CDC recommends the use of an EPA-registered insect repellent (following all label directions), dressing in clothing that covers arms and legs, treating clothing and gear with permethrin, using screens on windows and doors, and eliminating standing water by covering or removing items that hold water such as tires, buckets, planters, toys, birdbaths, flowerpots, or trash containers.
- Rodents are significant pests due to their ability to transfer many diseases including salmonella and hantavirus, contaminate stored foods, and damage home wiring by chewing and gnawing contributing to house fires. The House Mouse, Deer Mouse, and Norway Rat are the most common rodent pests in Missouri. The CDC recommends sealing up holes inside and outside the home to prevent rodent entry, reducing the rodent population around the home through trapping and/or baiting, and cleaning up rodent food sources and nesting sites. Precautions including personal protective equipment like gloves, goggles, and respirators are recommended when cleaning and sanitizing rodent infested areas.

**12. NUISANCE WILDLIFE SERVICES.** For Customers enrolled in the Nuisance Wildlife Program, Amco Ranger will continue to trap until the live target animal is removed or animal activity stops. Amco Ranger reserves the right to modify the contract if circumstances such as too many non-target catches, or poor customer cooperation occurs. Trapping for animals causing transient damage, such as digging up lawns, raided trashcans, will be done only for 1 week (excluding weekends & holidays) or until damage stops whichever comes first. Depending on the circumstances, Amco Ranger reserves the right to stop trapping, continue or return at a later date. All wildlife trapping services will require a setup fee when trapping begins.

**13. CUSTOMER PREPARATION REQUIREMENTS.** Certain treatments and services will require customer preparation in order to be successful. Below are some of the most common preparations, however, Amco Ranger may require additional or modified Customer responsibilities in certain situations.

### **CUSTOMER PREPARATION FOR BED BUG SERVICES:**

Customer agrees to complete the preparations listed in this Agreement for Bed Bug services. In the event that Customer refuses service for any reason after an Amco Ranger technician has arrived at the service address, if Customer is not present or property is not accessible, or if a return trip is required due to property not being properly prepared for service, Customer may be responsible for a \$300 reschedule fee. Heat treatments will be capable of generating heat within the structure in excess of 140°F for an extended period of time. Maintaining such a temperature for an extended period of time has some inherent risks to personal property. Customer agrees to hold Amco Ranger harmless of any damages to personal property as a result of the heat treatment. Customer agrees to shut down any sprinkler systems before heat treatments begin, and replace sprinkler heads in rooms that were heated before turning the sprinkler system back on again. In the event that a customer's sprinkler system inadvertently releases due to a heat treatment, customer further releases Amco Ranger of all liability from any damages that may occur to the structure or the contents of the structure.

For heat treatments, Heat-sensitive items/materials, including but not limited to the following, must be removed by the occupants from the area to be treated (or placed in refrigerator):

- Live plants
- Aquariums - fish & pets
- Wax – candles, wax figurines, crayons, etc.
- Foods that can melt – candy, chocolate, etc.
- Perishable items - fruits, vegetables, etc.
- All flammable materials – butane lighters, fuel, solvents, ammunition, etc.
- All aerosol and pressurized cans – including hairspray, deodorants, bug spray, asthma inhalers, spray paint, fire extinguishers, oxygen tanks, etc.
- Vinyl records, photo negatives, film strips, ink printer cartridges
- Musical instruments (pianos can be treated but may need re-tuning)
- Oil paintings
- Medications
- Silk clothing
- Cosmetics, cologne or perfume
- Beverages – soda, water bottles, wine, or other alcohols
- Vinyl blinds

Customer preparation for Bed Bug services:

1. Remove all sheets, blankets, mattress covers, pillowcases, etc. from all beds (including pet bedding and sleeper sofas). Bedding should be laundered and dried on high heat (140° for at least 15 minutes) and immediately sealed in plastic garbage bags until after the treatment has been completed to prevent spreading the infestation.
2. Remove everything from dressers, nightstands, and all other furniture near beds, sofas, or recliners. All bedroom drawers must be empty. All clothing should be hung on hangers in rooms that will be heated during the service, or laundered and dried on high heat (140° for at least 15 minutes) and immediately sealed in plastic garbage bags until after the treatment has been completed.
3. Non-washables such as backpacks, shoes, stuffed animals, etc. can be treated by running on a hot dryer cycle (at least 140° for 15 minutes).
4. Vacuum all upholstered furniture (including under furniture and cushions), dresser and nightstand drawers, floors (including in closets), carpeting and rugs. Also vacuum mattresses and box springs. Remove vacuum contents to a sealed plastic bag and place in an outside trash receptacle.
5. Remove all trash from all receptacles.
6. Remove items that may be blown around by strong air circulation during the remediation process (paperwork, loosely hung pictures, small glass items, etc)
7. Drain water beds and/or deflate the air bladders in any air mattresses
8. Remove any clutter from floors.

### **CUSTOMER PREPARATION FOR FLEA SERVICES:**

1. Remove all sheets, blankets, mattress covers, pillowcases, etc. from all beds (including pet bedding and sleeper sofas). Bedding should be laundered and dried on high heat (140° for at least 15 minutes)
2. Remove all items such as toys and pillows off the floor or carpet; remove all articles from under beds, on closet floors, and from under furniture.
3. Vacuum all upholstered furniture, floors, and carpeting, paying particular attention to the foot of the furniture on which the pet rests, under furniture and cushions, and wall-floor junctions. The vacuum must be immediately emptied and put into a plastic garbage bag, the top sealed, and then placed in an outside garbage receptacle.
4. Thoroughly clean all areas frequented by cats, e.g. table tops, refrigerator tops, window sills, counters, etc.
5. Pick up all toys, equipment, and other items from the yard.
6. After treatment: Vacuum thoroughly, on a daily basis for one week (empty vacuum to an outside garbage receptacle after each use), and avoid using any cleaners or detergents on the floors or carpets for 2-3 weeks.

## **14. CUSTOMER UNDERSTANDING OF PERFORMANCE OF THE SENTRICON® ALWAYS ACTIVE SYSTEM WITH RECRUIT HD BAIT. THE CUSTOMER UNDERSTANDS THAT:**

- a. The Sentricon® Always Active System with Recruit HD bait involves initial installation and monitoring, colony elimination with Recruit HD termite bait, and subsequent monitoring for continuous protection from new termite colonies.
- b. Intervals from a few weeks to several months should be expected between: Installation of the Sentricon® Always Active System with Recruit HD bait; and Complete elimination of the termite colony.
- c. During the interval(s) between installation of the Sentricon® Always Active System with Recruit HD bait and complete elimination of existing termite colonies, termites feeding within the structures, possibly involving additional structural damage, should be expected to occur. Additional services such as spot applications of conventional termiticides are available to combat termite activity on localized, short-term basis. These spot treatments will not eliminate termite colony(s) and may even interrupt the baiting process. However, Amco Ranger will utilize these treatments if requested by the Customer.
- d. The active ingredient in the Sentricon® Always Active System with Recruit HD bait devices is an insect growth regulator which prevents worker termites from molting (critical to colony survival). These baits are completely contained within the system devices.

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**15. CORTEVA AGRISCIENCES OWNERSHIP OF THE SENTRICON® ALWAYS ACTIVE SYSTEM WITH RECRUIT HD BAIT.**

- a. The Customer understands that:
- b. All of the components of the Sentricon® Always Active System with Recruit HD bait is and will remain the property of Corteva Agriscience. The customer has no right to any of the components, other than the right to their use as installed by Amco Ranger on the Customer's premises under this Service Agreement.
- c. On the expiration or termination of this Service Agreement, Amco Ranger and Corteva Agriscience or its representative are authorized by the Customer to retrieve from the Customer's premises the stations and other components contained therein for appropriate disposition.
- d. The Customer will grant Amco Ranger and Corteva Agriscience, or its representatives, reasonable access to the premises for the retrieval of the components.

**16. CUSTOMER COMMITMENT TO ALLOW ACCESS AND AVOID CONDITIONS WHICH CONTRIBUTE TO INFESTATION.**

- a. The Customer Agrees to fully cooperate with Amco Ranger during the term of this Service Agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestations, such as wood, trash, lumber, direct wood-soil contact, standing water, or as noted in this Agreement.
- b. The Customer also agrees to notify Amco Ranger of, or intention to, repair faulty plumbing, leaks, dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under the area(s) baited. At no time will damage caused to any portion of the structure(s), even by an active wood destroying insect infestation, be the responsibility of Amco Ranger in areas where any of the conditions described in this paragraph exist. Failure of Amco Ranger to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this paragraph.
- c. Customer agrees to make the property accessible for inspection and treatment during regular business hours. Extra monitoring fees may be charged if inaccessible.

**17. ADDITIONS, ALTERATIONS, AND OTHER CHANGES.** This Service Agreement covers the Specified Structure(s) identified herein only in their condition as of the date of the initial installation. Prior to:

- a. Any of Specified Structure(s) being structurally modified, altered, or otherwise changed, or
- b. Any termiticide being applied on or close to the location of any bait station, or
- c. If soil is removed or added around the foundation, customer will immediately notify Amco Ranger in writing. Failure to notify Amco Ranger in writing of the events listed above may void this Service Agreement. Additional services because of any additions, alteration, or other such event(s) may be provided by Amco Ranger at the Customer's expense, and may require an adjustment in the Annual Monitoring Renewal Fee.

**18. WORKMANSHIP, WARRANTY, AND LIABILITY.** Amco Ranger, while performing any work hereunder, will do its best to try and avoid damaging any part of the Customer's property, plants, or animals. Amco Ranger may cause cosmetic damage in some instances in order to install devices for bait transfer, Amco Ranger is not responsible for repair of this damage. Under no circumstances or conditions shall Amco Ranger be responsible for damage caused by Amco Ranger regarding work performed except for damages caused by gross negligence on the part of Amco Ranger. In no event will either party be liable to the other party for indirect, special, punitive or consequential damages or loss of anticipated profits. This warranty is given in lieu of any other warranty, merchantability or fitness for a particular purpose. Amco Ranger shall not be liable or responsible for any special, punitive, incidental or consequential damages.

**19. DAMAGE CAUSED BY INSECTS.** Amco Ranger does not warrant and is not responsible for (1) any damage to the Specified Structure(s) or its contents caused by insects or other pest(s), (2) any costs or expenses incurred by the Customer as a result of any such damage, or (3) any costs or expenses related to future control efforts. This Agreement will, however, provide for the repair or replacement of subterranean termite damage in the Specified Structure(s) protected by Amco Ranger using the Sentricon® Always Active System with Recruit HD bait under the following conditions:

If ACTIVE subterranean termites are found by a representative of Amco Ranger after an initial period of (12) months or 365 days from the date of installation of the Sentricon® Always Active System with Recruit HD bait, Amco Ranger agrees to repair or replace new subterranean termite damage at the expense and direction of Amco Ranger. Customer will be responsible for a \$500.00 deductible, due prior to the start of repairs, and damage coverage is limited to \$250,000.00. Because damage may be present in areas, which are inaccessible to a visual inspection, Amco Ranger does not guarantee the damage disclosed on the inspection diagram represents all of the existing damage, as of the date of the Agreement. Some structure(s) may not be eligible for termite damage coverage; Amco Ranger reserves the right to include such a warranty exclusion in this Agreement if applicable. Amco Ranger shall not be responsible for: (1) any past or existing damage to the structure(s) indicated on the inspection diagram; (2) any hidden damage not containing active subterranean termites covered by this Agreement, or (3) any damage caused by or related to any conditions described in Paragraphs 15, 16, and 17 above.

**20. CUSTOMER PAYMENT OBLIGATION AND TRANSFERABILITY.** The obligation of Amco Ranger under this Agreement is conditioned upon continued payment of the monthly installments of the Annual Monitoring Fee and Annual Monitoring Renewal Fees as set forth in this Agreement. Failure to continue to pay shall allow Amco Ranger to cancel this Service Agreement in its entirety and discharge Amco Ranger of any and all liability and future obligations and any and all amount(s) paid shall become property of Amco Ranger as liquidated damages hereunder unless Missouri Department of Agriculture determines that Amco Ranger has failed to treat according to the applicable rules and regulations. This Service Agreement may be transferred to a new owner of the Specified Structures by written notification by the person(s) set forth in this Service Agreement.

**21. LIMITS OF LIABILITY.** Although Amco Ranger will exercise reasonable care in performing services under this Service Agreement, Amco Ranger will not be liable for injuries or damage to persons, property, birds, fish, animals, or vegetation except those damages resulting from gross negligence by Amco Ranger. Further, under no circumstances will Amco Ranger be responsible for injury or illness caused, or allegedly caused by bites, stings or contamination by insects, spiders, rodents, or any other pests whether included or excluded under this Service Agreement. To the fullest extent permitted by law, Amco Ranger will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. Amco Ranger's liability is specifically limited to the labor and products necessary to help reduce pest populations.

**22. PAYMENT TERMS.** Payment for this Service Agreement is set up on automatic monthly credit card withdrawal(s) or charges, or billed annually for the full amount of the Agreement. Start-up Fees and Initial Service Fees over \$500 require a 50% down payment prior to scheduling with the remaining balance due at the time of service. Amco Ranger uses secure, encrypted software to process all payment transactions, Amco Ranger will take all reasonable steps to keep Customer's financial information secure and private. Amco Ranger accepts no liability for fraudulent charges made to Customer's financial resources.

**23. NON-PAYMENT.** Customer will pay Amco Ranger's invoices on receipt, Amco Ranger may terminate this Agreement if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due to Amco Ranger, Amco Ranger shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due to Amco Ranger. In addition, interest at the rate of 1.5% per month, being 18% annually, or the highest rate allowed by applicable law will be assessed on any past due amount owed by Customer until paid. The Agreement and any extension of its term will be effective only upon payment of the charges as provided herein.

**24. EQUIPMENT REPLACEMENT.** All equipment installed by Amco Ranger for the control of insects, rodents, moles, nuisance wildlife, termites, bed bugs, and other pests, remain the property of Amco Ranger unless otherwise specified in this Agreement, and Customer authorizes Amco Ranger to retrieve it upon termination of this agreement. Equipment that is damaged, lost, or destroyed on the Customer premises will be replaced and charged to the Customer in accordance with the current existing equipment costs.

**25. 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 will remain in full force and effect. No part or clause of this Agreement supersedes the attached Sentricon Service Agreement, where applicable.

**26. SERVICE AGREEMENT.** This Service Agreement (together with any attachment(s), if any) signed by Amco Ranger and Customer constitutes the entire Agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.