

PEST CONTROL AGREEMENT

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This Pest Control Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] holding pesticide-applicator license/registration [LICENSE NUMBER, IF APPLICABLE], with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls the property described below and wishes to engage Contractor to provide recurring pest-control and treatment services, and Contractor is in the business of providing such services and is licensed where required to apply pesticides. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Property, Target Pests, and Scope

1.1 Property. Contractor will provide the Services at [PROPERTY ADDRESS], covering the structures and areas described in **Exhibit A** (the "**Property**").

1.2 Target pests. The Services target the pests listed in **Exhibit A** (the "**Target Pests**", which may include ants, roaches, spiders, rodents, wasps, and [OTHER PESTS]). Pests not listed are excluded unless added by written amendment.

1.3 Services. "**Services**" means inspection, monitoring, and the application of approved pesticides, baits, traps, and exclusion measures reasonably directed at the Target Pests, performed in a workmanlike manner consistent with generally accepted industry practice and applicable law.

1.4 Service frequency. Contractor will perform recurring Services on a [MONTHLY / QUARTERLY / BIMONTHLY] schedule as set out in **Exhibit B**, plus re-treatments under Section 5 as needed between scheduled visits.

1.5 Exclusions. Unless stated in Exhibit A, the Services do not include treatment of [WOOD-DESTROYING ORGANISMS / TERMITES / BED BUGS / WILDLIFE / MOLD], structural repairs, exclusion construction, fumigation, or correction of conditions (such as moisture, clutter, or sanitation) that attract pests. These may be available as separate work under Section 3.5.

2. Term and Renewal

2.1 Term. This Agreement begins on the Effective Date and continues for [NUMBER, e.g. 12] months (the "**Initial Term**"), unless terminated earlier under Section 8.

2.2 Renewal. After the Initial Term, this Agreement **[renews month-to-month / renews for successive [NUMBER]-month terms]** at then-current rates unless either Party gives written notice of non-renewal at least **[NUMBER, e.g. 30]** days before the end of the then-current term.

3. Compensation and Payment

3.1 Fees. Client will pay Contractor **[\$[AMOUNT]** per **[VISIT / MONTH / QUARTER]**, plus any one-time initial-treatment fee of **[\$[AMOUNT]**, as detailed in **Exhibit B**. Unless Exhibit B says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of applicable taxes.

3.2 Invoicing and payment. Contractor will invoice Client **[AFTER EACH SERVICE / MONTHLY]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

3.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may suspend Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.4 Disputed amounts. Client will pay all undisputed amounts on time and will notify Contractor in writing of any disputed amount within **[NUMBER]** days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

3.5 Additional work. Treatment of pests or conditions outside the agreed scope requires Client's prior approval and is billed at Contractor's then-current rates.

4. Licensing, Materials, and Safety

4.1 Licensing and law. Contractor will perform the Services in compliance with applicable federal, state, and local pesticide and licensing laws, will use only products registered or otherwise lawful for the intended use, and will maintain the licenses and registrations required for its work.

4.2 Product information. On Client's request, Contractor will identify the products it applies and provide or make available the corresponding safety data and label information.

4.3 Application precautions. Contractor will apply products in accordance with label directions, including re-entry intervals. Client will keep people, pets, and food-handling activities away from treated areas for the period the label and Contractor reasonably require.

4.4 Client disclosures. Before treatment, Client will disclose known sensitivities, allergies, the presence of infants, pregnant occupants, immune-compromised individuals, fish, reptiles, beehives, or other conditions that require special handling so Contractor can adjust its methods.

5. Service Guarantee and Re-Treatment

5.1 Re-treatment. If Target Pests reappear between scheduled visits during the Term, Contractor will, on Client's request, re-treat the affected areas at no additional charge for the recurring Services, provided Client has met its responsibilities under this Agreement.

5.2 Conditions on guarantee. The re-treatment commitment in Section 5.1 does not apply where reinfestation results from new introductions, conducive conditions Client failed to correct, untreated adjacent units, structural changes, or denial of access. Contractor does not guarantee permanent elimination of any pest.

5.3 Pre-existing damage. Contractor is not responsible for, and the Services do not include remediation of, damage caused by pests before the Effective Date or by pests outside the Target Pests.

6. Access and Client Responsibilities

6.1 Access. Client will provide safe, unobstructed access to the areas to be treated during scheduled service times, including interior access where the treatment plan requires it. Missed visits caused by lack of access may be charged.

6.2 Preparation. Client will perform reasonable preparation Contractor specifies (for example, clearing under sinks, vacuuming, or laundering) and will maintain sanitation and moisture control sufficient to support the treatment plan.

6.3 Pets and obstacles. Client will secure pets and remove obstacles so Contractor can work safely and effectively.

7. Insurance, Liability, and Indemnification

7.1 Insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

7.2 Limitation of liability. Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client to Contractor under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

7.3 Client indemnity. To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims arising from Client's failure to follow re-entry instructions, failure to disclose conditions under Section 4.4, or conditions on the Property that Contractor did not cause.

7.4 Exclusions. The limitations in Section 7.2 do not apply to a Party's gross negligence or willful misconduct, to bodily injury caused by a Party's negligence, or to liability that applicable law does not allow to be limited.

8. Termination and General Provisions

8.1 Termination for convenience. Either Party may terminate this Agreement on **[NUMBER, e.g. 30]** days' prior written notice; Contractor will refund any prepaid, unearned fees on a pro-rata basis.

8.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

8.3 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Contractor controls the manner and means of performing the Services.

8.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including extreme weather, regulatory product withdrawals, and supply shortages, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.7 Entire agreement; amendment. This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 Severability; waiver; counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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