

# Pest Control Options

## General Pest Terms

1. **Service Schedule:** The pest control service will be provided Monthly, Bi-Monthly or Quarterly, as agreed upon by the customer and the pest control company. The exact date and time of service will be determined by the pest control company. The service schedule ensures that the pest control company can provide consistent and effective pest control services to the customer. It also allows the customer to plan for the service and ensure that they are available during the scheduled time. The service will be for a minimum of 1 year.

2. **Service Scope:** The pest control service will be performed by a licensed and experienced technician. The scope of the service will include the treatment of common household pests such as ants, cockroaches, spiders, and rodents. The service may also include the identification of potential pest entry points and the recommendation of necessary preventative measures. The scope of the service is important as it outlines the specific pests that will be treated during the service. It also ensures that the customer receives a comprehensive service that addresses all potential pest issues in their home.

3. **Service Guarantee:** The pest control company will guarantee the effectiveness of their service for a period of 30 days after each treatment. If the customer experiences a pest infestation during this period, the pest control company will return to re-treat the affected areas at no additional cost. The service guarantee provides the customer with peace of mind that their pest issues will be effectively resolved. It also demonstrates the confidence that the pest control company has in their service.

4. **Customer Cooperation:** The customer agrees to cooperate fully with the pest control company by providing access to all areas of the property where pests may be present. The customer is also responsible for removing any obstacles or barriers that may hinder the pest control technician's ability to provide an effective service. Customer cooperation is essential to the success of the pest control service. The customer must provide the technician with access to all areas of the property where pests may be present to ensure that the treatment is comprehensive. Additionally, the removal of obstacles and barriers ensures that the technician can perform their job effectively.

5. **Payment:** The customer agrees to pay the agreed-upon fee for each pest control service within 30 days of the completion of the service. Failure to make payment may result in the cancellation of future services. Payment is a crucial component of the service as it ensures that the pest control company is compensated for their work. The payment terms are agreed upon in advance and must be adhered to by the customer to ensure that future services are not impacted.

6. Cancellation: The customer may cancel or reschedule a service appointment by providing at least 24 hours' notice to the pest control company. Failure to provide timely notice may result in a cancellation fee. The cancellation policy is important as it ensures that the pest control company can effectively schedule their technicians and resources. Timely notice of cancellation or rescheduling ensures that the company can make necessary adjustments without impacting their other clients. If the customer cancels before the 1 year agreement is fulfilled, 50% of the remaining balance will be due.

7. Liability: The pest control company will not be held liable for any damages or injuries resulting from their services, except in cases of gross negligence or willful misconduct. Liability is a critical component of the service as it outlines the responsibility of the pest control company. The company is not responsible for damages or injuries that may result from their service unless it is due to gross negligence or willful misconduct.

8. Dispute Resolution: Any disputes arising from the provision of pest control services will be resolved through arbitration in accordance with the rules of the American Arbitration Association. Dispute resolution is an important aspect of the service as it outlines the process for resolving any disputes that may arise. The arbitration process is agreed upon in advance and ensures that disputes are resolved in a fair and timely manner.

9. Entire Agreement: These terms and conditions constitute the entire agreement between the customer and the pest control company and supersede any prior agreements or understandings, whether written or oral.

## Exclusion Guarantee Description

[CUSTOMER NAME]

("Customer") has enlisted the services of Critter Stop for

[SERVICES]

. In consideration of their covenants set forth in this agreement (the "Agreement") Critter Stop and Customer agree to the following:

## ARTICLE 1 – THE AGREEMENT

### 1. Scope

This Agreement shall become effective and binding on Customer and Critter Stop upon its execution by Customer and acceptance thereof by Critter Stop, and shall remain in full force and effect until termination pursuant to Article 3 hereof, unless otherwise prematurely terminated by any applicable provision(s) contained herein.

This Agreement constitutes and includes the entirety of the agreement by and between Customer and Critter Stop, and by entering into this Agreement, Critter Stop and Customer acknowledge and stipulate that they have made no other representations or covenants between each other which are not reflected herein.

## **1. Services**

Customer intends by executing this Agreement to attain the performance by Critter Stop of the services listed below:

### **[SERVICES]**

Attached hereto and incorporated herein is an estimate describing in greater detail the services to be rendered pursuant to this Agreement and the associated costs (the "Estimate").

## **1. Amendment**

Customer acknowledges that the Estimate is a preliminary determination of the services and materials expected to be incurred in Critter Stop's performance hereunder, but that unexpected or unforeseen circumstances may result in the necessity for other materials and/or services performed. In the event Critter Stop determines that additional materials and/or services are necessary to complete its work, Critter Stop may present an amendment to this Agreement for execution by Customer authorizing such changes.

## **1. Definitions**

"Aerial Critter(s)" means ONLY bird(s) and/or bat(s).

"Anniversary Date" is the annual anniversary of the Completion Date, and shall occur on the same date as the Completion Date each successive year until the termination of this Agreement.

"Completion Date" is the date on which the Services are completed and final payment becomes due and payable.

"Covered Work" includes and is limited to the materials, labor, and workmanship employed and achieved by the completion of the Services, and is limited to only that portion of the Premises on which any repair, installation, or remediation was actually performed. In no event is Trapping, as defined herein, included in the Covered Work.

"Excluded Critters" includes snakes, domestic animals (unless otherwise expressly agreed to in writing), poisonous reptiles, and any creatures colloquially referred to as 'bugs,' including insects, arachnids, roaches, beetles, centipedes, scorpions, and like creatures.

"Guarantee" is defined as Critter Stop's applicable obligations and coverage set forth in Article 2 below.

"Large Critter(s)" includes and is limited to squirrels, opossums, and raccoons.

"Non-Affiliated Person(s)" is any person(s) not employed by, associated with, or representing Critter Stop or any affiliate thereof as an employee(s), contractor(s), representative(s), or agent(s).

"Premises" includes and is limited to the interior and exterior façade of the specific affected structure(s) subject to the work described in Section 1.02 above and/or the Estimate, and does not include any exterior areas of the land on which such structure is situated or any other auxiliary structure(s) unless otherwise specified in this Agreement.

"Services" means, and is limited to, all work described in Section 1.02 above and on the Estimate, but in no event includes any recurring maintenance, inspections, and/or service calls.

"Small Critters" means mice, rats, and nonburrowing rodents, but in no event includes non-mammalian wildlife.

## ARTICLE 2 – GUARANTEE

Amendment 1 - If the work performed includes excluding the ridge vent on the roof, that will not be replaced if a new roof gets put on the home. Due to cost of labor and materials, Critter Stop will only exclude the new ridge vent if it is a paid service. Please contact your Project Manager if you have any questions about this.

Amendment 2 - If the work performed on the ridge vent is Peak Protector Ridge Guard, the customer will have 2 options. The first option would be for a Critter Stop employee to come and remove the material before a new roof is put on and then we would re use the material, the cost associated with this is \$399. The second option would be to have the roofer pull it up- deeming the product ineffective -and the customer would have to repay to put it back on.

### 2.01 Scope

#### [NO GUARANTEE]

The Services provided pursuant to this Agreement are not subject to a Guarantee, and Critter Stop makes no representations as to the quality or effectiveness of the Services for any period of time subsequent the Completion Date.

#### [WORK PERFORMED GUARANTEE]

Critter Stop guarantees that no [CRITTERS] will enter the interior of the Premises, by, through, or resulting from failure of, the Covered Work but not otherwise, for a period of time up to

[DURATION] following the Completion Date. Subject to the Exclusions and performance of the Customer Obligations described hereinbelow, in the event such an intrusion occurs, Critter Stop will return to the Premises, remove the [CRITTER], and repair and reseal the entry point(s) at no charge to Customer.

[TOTAL GUARANTEE]

Critter Stop guarantees that no [CRITTERS] will enter the interior of the Premises for a period of time up to [DURATION] following the Completion Date. Subject to the Exclusions and performance of the Customer Obligations described hereinbelow, in the event such an intrusion occurs, Critter Stop will return to the Premises, remove the [CRITTER(S)], and repair and reseal the entry point(s) at no charge to Customer.

## 2.02 Limitations

[NO GUARANTEE]

This Section 2.02 is intentionally left blank.

[WORK PERFORMED GUARANTEE]

The Guarantee shall automatically terminate upon the Anniversary Date unless Customer complies with all applicable Customer Obligations described in Article 3 below. In any event, the Guarantee shall terminate immediately if Customer has any unpaid balance thirty (30) days after: (i) the Completion Date, or (ii) the later of the most recent Anniversary Date or the date of the most recent annual inspection. The Guarantee is LIMITED TO and shall ONLY cover the Covered Work (as defined in Article 1.04 above). Intrusion through or damage resulting to any portion of the Premises which is not included in the Covered Work is excluded from this Guarantee. Damages caused to or resulting in the failure of the Covered Work due to unreasonable deterioration of the Premises as a result of Customer's neglect or failure to reasonably maintain the area(s) of the Premises covered by this Guarantee is expressly excluded from the Guarantee (examples of such conditions include, but are not limited to, rotted siding, water-damaged soffit boards, roof deterioration due to age, etc...). The Guarantee does not include removal of or repair resulting from any animal(s) that entered the Premises through an open garage or exterior door. The Guarantee covers and is limited to the Customer only, and shall terminate immediately upon the sale or transfer of ownership or possession of the Premises to a third party.

[TOTAL GUARANTEE]

The Guarantee shall automatically terminate upon the Anniversary Date unless Customer complies with all applicable Customer Obligations described in Article 3 below. In any event, the Guarantee shall terminate immediately if Customer has any unpaid balance thirty (30) days after: (i) the Completion Date, or (ii) the later of the most recent Anniversary Date or the date of the most recent annual inspection. Damages caused to or resulting in the failure of the Covered Work due to unreasonable deterioration of the Premises as a result of Customer's neglect or failure to reasonably maintain the area(s) of the Premises covered by this Guarantee is expressly excluded from the Guarantee (examples of such conditions include, but are not limited to, rotted siding, water-damaged soffit boards, roof deterioration due to age, etc...). The

Guarantee does not include removal of or repair resulting from any animal(s) that entered the Premises through an open garage or exterior door.

## **2.03 Grace Period**

[NO GUARANTEE]

This Section 2.03 is intentionally left blank.

[WORK PERFORMED GUARANTEE AND TOTAL GUARANTEE]

Notwithstanding anything herein to the contrary, Critter Stop understands that unexpected circumstances may interfere with or prevent Customer from fulfilling his or her obligations under this Agreement. To facilitate compliance with this Section 2.03, Critter Stop will provide two (2) courtesy attempts to contact Customer to schedule the annual inspection. Customer is allowed a grace period of thirty (30) days following each Anniversary Date to schedule an annual inspection, provided that Customer is otherwise in compliance with the terms of this Agreement. However, in the event Customer cancels or reschedules an inspection during such grace period, or if Critter Stop deems the Premises inaccessible as described in Section 3.01 above, after the expiration of such thirty (30) days, Critter Stop may, in its sole discretion, terminate the Guarantee.

## **2.04 Quarterly Bait Station Service**

[NO GUARANTEE]

This Section 2.04 is intentionally left blank.

[WORK PERFORMED GUARANTEE AND TOTAL GUARANTEE]

Critter Stop may offer Customer the option to opt in to the Quarterly Bait Station Service in certain instances, which includes the placing and maintenance by Critter Stop of rodent bait stations throughout certain areas on the Premises. On a quarterly basis, Critter Stop shall check the bait stations, remove any dead rodents, refill the bait, and perform a cursory inspection of the Covered Area. Each quarterly service is subject to a Fifty-Nine Dollar and No/100 (\$59.00) fee. Notwithstanding any provisions to the contrary contained in this Section 2, Customer may maintain the Guarantee, if any, by continued and active compliance with this Section 2.04, in lieu of any annual inspection(s). To maintain the Quarterly Bait Station Service, Customer must complete at least three (3) Quarterly Services each service year. If Customer completes fewer than three (3) Quarterly Services in a service year, Customer may maintain the Guarantee by completing an annual inspection pursuant to Section 2.02 above. For purposes of this Section, a service year is the period of time beginning on the Completion/Anniversary Date and the following Anniversary Date. A Quarterly Service is deemed timely if completed within thirty (30) days prior to or subsequent to each successive interval of ninety (90) days calculated from the Completion/Anniversary Date, as applicable. The grace period described in Section 2.03 above does not apply to the Quarterly Bait Station Service.

## **2.05 Termination**

Unless already terminated pursuant to any provision(s) contained in this Agreement, this Guarantee shall automatically terminate upon the expiration of **[DURATION]** following the Completion Date.

## **2.06 Trapping**

Due to the inherently unpredictable efficacy of Trapping, Critter Stop expressly excludes Trapping from all Guarantees, and makes no representation(s) concerning whether (a) any animal(s) will be caught, (b) the intended animal(s) will be caught, or (c) all intended animal(s) will be caught.

# **ARTICLE 3 – CUSTOMER OBLIGATIONS**

## **3.01 Access**

Customer shall ensure the Premises is accessible to Critter Stop at all times Critter Stop is scheduled to be present on the Premises. Customer shall ensure that all pets, livestock, or other domestic animals are safely secured upon the arrival of and for the duration of Critter Stop's presence on the Premises. Customer shall notify Critter Stop in advance of the existence of any dangerous, hazardous, or obstructive condition(s) on the Premises. In the event that Critter Stop reasonably determines that a necessary portion of the Premises is inaccessible, including due to the existence of a hazardous or unsafe condition, Critter Stop, in its sole discretion, may reschedule the work and Customer may be subject to fees and penalties attributable to rescheduling as provided in this Agreement.

## **3.02 Notice**

If any major remediation is performed by anyone other than Critter Stop on the Premises (including, but not limited to, repair or replacement of the roof, window(s), siding, soffit(s), etc...), any Guarantee then existing shall automatically terminate fifteen (15) days following the completion of such remediation unless, prior to such date, Customer notifies Critter Stop of such remediation and schedules an inspection. Customer is responsible for advising: (i) Critter Stop of any third-party warranty covering all or any portion of the Premises which may be affected by Critter Stop's operations, (ii) any third party of the location and condition of the Covered Work, and (iii) Critter Stop of any activity on the Premises undertaken by any third party which may affect the Covered Work. Customer is responsible for alerting Critter Stop in the event that any action(s) undertaken by any Non-Affiliated Person(s) may affect any prior work performed by Critter Stop. If Customer has a reasonable belief or actual knowledge that a Non-Affiliated

Person(s) has caused damage to the Covered Work, Customer shall notify Critter Stop no later than three (3) business days for inspection by Critter Stop. Customer is responsible for knowledge of and compliance or non-compliance with all provisions of any insurance covering the Property, as well as for all communication with the insurance provider(s). Upon request by Customer, Critter Stop may assist Customer in advising the insurance provider(s) regarding the work performed under this Agreement, but Critter Stop makes no representation(s) and assumes no liability regarding work performed under this Agreement insofar as it affects said coverage.

### **3.03 Annual Inspection**

[NO GUARANTEE]

This Section 3.03 is intentionally left blank.

[WORK PERFORMED GUARANTEE AND TOTAL GUARANTEE]

Prior to each Anniversary Date, Customer shall schedule an annual inspection to be performed no later than the Anniversary Date. Upon the completion of such inspection, the Guarantee shall remain in full force and effect until the following Anniversary Date, at which time the Guarantee shall automatically terminate unless extended by compliance with this Section 3.03.

### **3.04 Payment**

Customer shall comply with the provisions of Article 5 hereinbelow. Customer acknowledges and agrees that maintenance of any Guarantee hereunder is subject to automatic termination upon the any balance remaining unpaid thirty (30) days following the date such balance became due and payable unless such balance is subject to the grace period provided pursuant to Section 2.03 above.

### **3.05 Interference**

Customer shall not tamper with, remove, or otherwise interfere with any traps or other Critter Stop equipment during the performance of any Services.

## **ARTICLE 4 – CRITTER STOP OBLIGATIONS AND EXCLUSIONS**

### **4.01 Conduct**

Critter Stop shall conduct all operations hereunder in a professional and workmanlike manner.



## **4.02 Notice**

Critter Stop shall make all reasonable efforts to notify and keep Customer informed of when Critter Stop intends to arrive to perform Services under this Agreement. In the event Critter Stop encounters or discovers unforeseen circumstances or conditions which may affect the intended operations under this Agreement or potentially necessitate amendment thereof, Critter Stop shall promptly notify and advise Customer of such conditions. In the event Critter Stop should need to cancel or reschedule any appointment, Critter Stop shall promptly notify Customer and make all reasonable efforts to accommodate Customer in rescheduling such appointment.

Critter Stop shall notify Customer of the total amount of all charges and shall promptly notify Customer when such charges become due and payable. Upon completion of the Services, Critter Stop shall notify Customer of the Completion Date.

## **4.03 Timeliness**

Critter Stop will make all reasonable efforts to undertake and complete the Services as soon as possible and to accommodate Customer's unique circumstances. However, the time required to complete such Services varies and may be subject to unforeseen delays. While Critter Stop strives to complete its work in a timely manner, quality is ultimately the priority. As such, Critter Stop cannot guarantee a completion date and the failure to meet any deadline(s) requested by Customer shall not be grounds for termination of this Agreement.

## **4.04 Guarantee**

The intended result of any repair(s) made to the Premises under this Agreement is to return the Premises to its original use and appearance, prior to any damage or defects. This includes paint-matching, replacing defective materials with functional but similar or identical materials, and maintaining as close as possible the original shape, style, and likeness of the Premises.

Subject to Customer's maintenance of any Guarantee provided hereunder, Critter Stop shall make all reasonable efforts to promptly return the Premises to its original condition prior to the incursion of any damages covered by such Guarantee. Customer acknowledges that the completed product may contain perceivable yet minor inconsistencies from Customer's subjective desires. While Critter Stop will make reasonable efforts to accommodate the preferences of Customer in the finished design, the Guarantee does not cover subjective objections to the appearance, design, and likeness of the completed product.

## **4.05 Exclusions**

Critter Stop is not liable for any voidance or interference with any guarantees, warranties, or other liabilities covering the Premises resulting from Critter Stop's operations under this Agreement. Critter Stop will attempt in good faith to avoid any actions which may interfere with such guarantees or warranties, but Customer hereby releases Critter Stop from liability associated with such guarantees or warranties in Critter Stop's performance under this Agreement.

Critter Stop is not liable for the actions of any Non-Affiliated Person(s) which may interfere with Critter Stop's performance under this Agreement or operate to terminate the Guarantee.

Critter Stop is not responsible, liable, or under any obligation to repair any damage to the Premises caused by [CRITTERS] during or after the commencement of capturing such [CRITTERS] unless such damages are included in an amendment to the invoice and agreed to in writing by Critter Stop and Customer.

Critter Stop is not liable for damage or destruction of any personal belongings or effects located within the area of Critter Stop's activities on the Premises, whether resulting from any wildlife activity or from Critter Stop's operations. Customer bears the sole responsibility for moving and safeguarding any personal property from the vicinity of such operations. Examples include furniture, boxes or other items stored in the attic, pictures or artwork hung on the walls, etc.... For additional charges, upon request Critter Stop can remove such items but assumes no liability in so doing.

In the event Critter Stop is working in an attic(s) or crawlspace(s) that does not have proper flooring, Critter Stop is not responsible for damages that may occur to electrical wiring, cables, piping, water damage, duct work, or drywall/ceiling. Critter Stop will repair such damages if possible, for additional charges.

## **ARTICLE 5 – PAYMENTS**

### **5.01 Services**

By signing this Agreement, Customer acknowledges that fifty percent (50%) of the total cost of the Services tabulated on the Estimate is due and payable no later than twenty-four (24) hours prior to the scheduled date of service. If payment is not received by Critter Stop by such time, Critter Stop may, in its sole discretion, cancel this Agreement or reschedule the service.

#### **[YES PREAUTHORIZATION]**

On or prior to the Completion Date, Critter Stop shall furnish Customer the final invoice reflecting all charges and payments related to the Services. The balance of the invoice is due and payable on the Completion Date. Customer has heretofore executed the Credit/Debit Card Authorization Agreement authorizing Critter Stop to charge Customer's credit/debit card in the amount of the balance of the invoice then outstanding.

[NO PREAUTHORIZATION]

On or prior to the Completion Date, Critter Stop shall furnish Customer the final invoice reflecting all charges and payments related to the Services. The balance of the invoice is due and payable on the Completion Date. Any unpaid balance remaining at the expiration of thirty (30) days following the Completion Date shall result in termination of the Guarantee and be subject to a penalty of Fifty Dollars and No/100 (\$50.00) and shall accrue daily interest at a rate of eighteen percent (18%) per annum. In the event of a returned check, Customer shall be subject to a service charge equal to Forty Dollars and No/100 (\$40.00). Notwithstanding the enforcement of nonmonetary penalties for untimely payment(s) contained within this Agreement, including but not limited to termination of any Guarantee(s), Customer shall nonetheless be liable for all unpaid balances.

## **5.02 Annual Inspection**

Each annual inspection is subject to an inspection fee of One Hundred Forty-Nine Dollars and No/100 (\$149.00), subject to inflation adjustment based on the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, for the time period between the Effective Date and the date of such inspection. The inspection fee is due and payable immediately upon Critter Stop's completion of the inspection.

[YES PREAUTHORIZATION]

Customer has heretofore executed the Credit/Debit Card Authorization Agreement authorizing Critter Stop to charge Customer's credit/debit card for the annual inspection fee upon completion of the annual inspection.

[NO PREAUTHORIZATION]

Customer agrees to pay the annual inspection fee immediately upon completion of the annual inspection. Any unpaid balance remaining at the expiration of thirty (30) days following the Completion Date shall be subject to a penalty of Fifty Dollars and No/100 (\$50.00) and shall accrue daily interest at a rate of eighteen percent (18%) per annum. In the event of a returned check, Customer shall be subject to a service charge equal to Forty Dollars and No/100 (\$40.00). Notwithstanding the enforcement of nonmonetary penalties for untimely payment(s) contained within this Agreement, including but not limited to termination of any Guarantee(s), Customer shall nonetheless be liable for all unpaid balances.

## **5.03 Trapping**

Upon completion of this Agreement inasmuch as it covers Trapping, Critter Stop shall retrieve all traps from the property. Customer is liable for and shall be charged a penalty of Ninety-Nine Dollars and No/100 (\$99.00) for each missing squirrel trap(s), opossum trap(s), or raccoon trap(s) which Critter Stop, upon reasonable information and belief, determines to have been stolen from the property, whether by Customer or a third party.

## **5.04 Rescheduling and Cancellation**

By signing this Agreement, Customer agrees to be bound by the terms and provisions contained herein. If this Agreement is terminated by Customer for any reason prior to the commencement of work on the Premises by Critter Stop, or if Critter Stop terminates this Agreement pursuant to Section 5.01 above prior to the commencement of work on the Premises, Customer shall nonetheless be liable for a charge twenty-five percent (25%) of the total invoice price attached hereto as Exhibit "A," which amount is due and payable immediately upon cancellation.

Customer may reschedule without penalty any service appointment at any time until twenty-four (24) hours prior to the scheduled start time. However, if Customer notifies Critter Stop to reschedule within twenty-four (24) hours prior to the scheduled start time of: (i) a Critter Removal or Full Attic Restoration, Customer shall be liable for a rescheduling fee equal to fifty percent (50%) of the total cost of the invoice amount; or (ii) a Trap Check, Customer shall be liable for a rescheduling fee equal to Forty-Nine Dollars and No/100 (\$49.00). The rescheduling fees described herein are nonrefundable and will not be credited against the cost of the rescheduled appointment.

## **5.05 Service Calls**

Service calls which result in a repair(s) covered by the Guarantee are free of cost to Customer. All other service calls are subject to a nonrefundable fee of Ninety-Five Dollars and No/100 (\$95.00) due and payable upon arrival to the Premises, but which fee shall be applied to any work performed by Critter Stop. In the event that the cause of the service call is within the scope of Critter Stop's operations but requires multiple trips to and from the Premises, the initial service call shall be subject to the fee but such return trips shall not be subject to the fee through the resolution of the issue. Any service call(s) for issues erroneously believed to be within the scope of Critter Stop's operations (e.g. gas leak, plumbing issues, chemical spills, intrusion by Excluded Wildlife, etc...) are subject to the nonrefundable fee. In the event Critter Stop is unable to perform due to prohibited access pursuant to Section 3.01 above, Customer shall be charged the nonrefundable fee.

# **ARTICLE 6 – DISPUTES**

## **6.01 Notice**

In the event Customer is dissatisfied with any of the work performed by Critter Stop pursuant to this Agreement, to the extent Customer intends to bring legal action against Critter Stop, Customer shall furnish written notice of such dissatisfaction at least thirty (30) days prior to initiating legal action. Such notice shall contain a detailed description of the conditions and/or actions underlying Customer's complaint, and Customer shall give Critter Stop a reasonable

opportunity to resolve or remediate Customer's concerns. If the condition of the Premises is proximately related to Customer's complaint(s), Customer shall give Critter Stop a reasonable opportunity to inspect the Premises.

## **6.02 Disqualifying Actions**

In the event Customer engages in behavior or communications towards or with reckless disregard for Critter Stop or its agent(s), representative(s), and/or employee(s) which Critter Stop reasonably believes is hostile, threatening, dangerous, abusive, fraudulent, and/or constitutes harassment or intentional interference with Critter Stop's operations, Customer acknowledges and agrees that Critter Stop may terminate this Agreement, including the Guarantee, at any time by providing Customer written notice of termination. All funds already paid to Critter Stop shall be forfeited and any accrued and unpaid balance due Critter Stop shall become due and payable upon receipt of such notice. Termination of this Agreement pursuant to this Section shall not constitute waiver by Critter Stop of any other remedy(ies) to which it may be entitled at law or in equity.

## **6.03 Attorney's Fees**

In the event Customer initiates litigation against Critter Stop arising from this Agreement, and Critter Stop prevails, Critter Stop shall be entitled to reasonable attorney's fees and associated costs of defending such action. Customer shall also be liable for any reasonable attorney's fees and other collection fees and costs incurred by Critter Stop to recover any outstanding balance due from Customer.

shall not become effective and binding until executed by Customer and accepted by Critter Stop. In consideration of their mutual covenants set forth herein, Critter Stop and Customer agree as follows:

Limitation clause to add:

If Critter Stop presents a proposed amendment to Customer pursuant to Section 1.03 which Customer declines to approve, Critter Stop may exclude from the Guarantee any portion of the Covered Area and/or Premises which, in its sole discretion, Critter Stop deems to be adversely affected by the nonperformance of such proposed services.