



Notice To Owner / Tenant

I. PROPOSED PESTICIDES (For Poison Control call [1-800-222-1222](tel:1-800-222-1222))

[Product List](#)

II. TERMS AND CONDITIONS

1. FUTURE DAMAGE, LIMITATION OF LIABILITY. This agreement does not provide for the control or prevention of termites, powder post beetles, woodborers, wood wasps, wood decay fungus, or any other pest not indicated herein. I expressly waive and release Bold Servicing from liability for any claim for personal injury or damages to the structure or its contents caused by wood infesting organisms, carpenter ants, carpenter bees, fire ants, pharaoh ants, spiders, ticks, fleas, wasps, bees, scorpions, rodents, or other pests referenced by this contract.

2. DISCLAIMER.

A. Bold liability under this agreement will be terminated if Bold is prevented from fulfilling its responsibilities by reason of delays in transportation, shortages of fuel and or material, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes or other act of God or circumstances or cause beyond the control of Bold.

B. Bold DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE GUARANTEES STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. LATE PAYMENT. Payment is due at time of service. If the customer fails, for any reason, to make payment within 30 days from the due date, Bold, at its option, may discontinue service and start collection proceedings. Upon failure to make such payments, the Customer agrees to pay all costs of collection. A charge of 2 percent per month will be added to past due accounts. A \$35.00 fee will be charged on any returned checks.

4. ARBITRATION. The Purchaser and Bold agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then enforced by the American Arbitration Association. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special, or consequential damages or loss of anticipated profits.