



2400 North Arnoult Rd
Metairie, LA 70001-1815

One Service Proposal

Sold to:

Chuck Dammon
124 Eden Isles Blvd
Slidell, LA 70458
(985) 640-7891
chuckdammon@yahoo.com

Service Addre

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Service(s) Proposed

VEHICLE FUMIGATION

Service Amount

\$1,400.00

Total Proposed Services \$1,400.00

Covered Pest:

1) Terminix Service Co, agrees to provide pest control service by the application of proper control measures for the following Service:

VEHICLE FUMIGATION

Instructions:

Event:VEHICLE FUMIGATION Note:29'
2004 Wellcaster Coastal hardtop**35'
trailer****

2) For this service, the customer agrees to pay Terminix Service Co. the sum of \$1,400.00. payable when the service is rendered.

By Signing this agreement, I the customer certify that I have read and fully understand the provisions on the front and back of this agreement with all its terms and conditions without limitation. It being specifically understood that Terminix Service Co. and the undersigned are bound only by the terms and conditions of this agreement and not by any other representations oral or otherwise.

Customer Signature

Date

MEGAN PRESTENBACH

3/27/2023

Terminix Representative

Date

ADDITIONAL TERMS AND CONDITIONS

3. **AREAS SERVICED.** Terminix Service Co. will apply treatment, as it deems appropriate to all potential harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event Terminix Service Co. is denied access to the interior of the structure, Terminix Service Co. will not provide treatment and Customer agrees to pay a service charge for a return visit to provide treatment of the structure.
4. **PERFORMING THE WORK.** Terminix Service Co. will perform the work in a workman-like manner. Terminix Service Co. will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Terminix Service Co. be responsible for damage caused by Terminix Service Co. at the time the work is performed except those damages resulting from gross negligence on the part of Terminix Service Co.
5. **CHANGE IN LAW.** This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state or local law or regulation be changed regarding Terminix Service Co. services or treatment, Terminix Service Co. may take whatever steps are necessary to comply with said laws.
6. **LIMITS OF LIABILITY.** Although Terminix Service Co. will exercise reasonable care in performing services under this Contract, Terminix Service Co. will not be liable for injuries or damage to persons, property, birds, aquatic life, animals or vegetation, except those damages resulting from gross negligence by Terminix Service Co. Further, under no circumstances will Terminix Service Co. be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insects, spiders, rodents, or beetles. Terminix Service Co. representatives are not medically trained to diagnose borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, Terminix Service Co. 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.
7. **FUTURE DAMAGE.** Customer understands that Terminix Service Co. is not responsible for and does not guarantee against present and future damage to the building or contents, or provide for the repair or replacement thereof. This Contract does not guarantee, and Terminix Service Co. does not represent, that covered insects will not return to the property.
8. **DISCLOSURE.** Prior to such treatment, the Customer or its Agent must divulge any information concerning hidden plenum air spaces, crawl spaces, air ducts (underground or embedded in the slab), wells or cisterns (including those existing on adjacent properties), concealed pipes or cables, water-proofing installation, a high water table, dampness or moisture conditions, or any other conditions that may contribute to the pollution of the environment. Failure by Customer or its Agent, prior to treatment by Terminix Service Co., to divulge such information to Terminix Service Co., forever and fully releases Terminix Co. from any and all liability arising out of such treatment.
9. **ENTIRE CONTRACT.** This Contract, together with any attachment(s), if any, signed by Terminix Service Co. and Customer constitutes the entire CONTRACT between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.
10. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of the Contract must be made immediately in writing.
11. **CHEMICAL SENSITIVITY.** If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify Terminix Service Co. in writing, in advance of treatment of the structure(s). Terminix Service Co. reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against Terminix Service Co. in connection with such sensitivity.
12. **ARBITRATION.** The Customer and the Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance, or breach of this agreement or to the treatment of or rendering of services to the identified property in anyway, whether by virtue of contract, tort, or otherwise, shall be settled exclusively and finally by arbitration. The arbitration shall be conducted in accordance with the Louisiana Binding Arbitration Law, La. Rev. Stat. 9:4201 et seq. The arbitrator shall be a neutral third party mutually chosen by the Customer and the Company to hear their claims and render a decision. The arbitrator shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Contract. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold Your Company Name responsible for (i) the repair or replacement of any termite damage to the identified property other than new termite damage as defined in this Contract (ii) loss of anticipated rents and/or profits (iii) indirect, special, incidental, consequential, exemplary or punitive damages. Each party shall be responsible for paying any attorneys fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrators fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrators fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in a written decision which shall state the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrators decision and a party violating this provision shall pay the other partys costs, including but not limited to, attorneys fees, with respect to such suit and the arbitration award shall so provide. I certify that I have read and understand the arbitration clause described above: