

1. Definitions: “Rottler” used herein means Rottler Pest Control Company d/b/a Rottler Pest & Lawn Solutions. “Customer” as used herein means the Customer of Rottler who requests services provided by Rottler. “Agreement” as used herein means the agreement between Rottler and Customer for the provision of services under the Terms and Conditions provided herein. The term “structure” as used herein means the Customer’s residence and any buildings or structures agreed upon by the Parties to receive Rottler’s services.

2. Term & Termination: The term of this Agreement shall be one (1) year from the date Customer requests services and shall automatically renew for successive one year terms unless terminated by either Party. Either Party may terminate this Agreement, without penalty, upon thirty (30) days written notice to the other Party.

3. Pricing & Pricing Increases: Rottler shall charge the prices quoted to Customer when Customer initially requests Rottler's services and Rottler reserves the right to adjust and/or increase its pricing for services rendered at any time at Rottler's sole discretion. Notice of price increases will be provided on Rottler's invoices. In the event Customer is dissatisfied with any price increase, Customer may terminate this Agreement as provided herein.

4. Material: The products and service methods used by Rottler will be guided by all applicable federal, state, and local laws, rules and regulations. The work will be performed in a professional manner. All Rottler equipment and/or devices placed in, on, or around the structure remain the property of Rottler unless specified in writing. Customer authorizes Rottler to retrieve equipment and devices upon termination of this Agreement. Reasonable care will be observed while performing any work hereunder to try to avoid damaging any part of the structure(s), plants, animals or property. Under no circumstances or conditions shall Rottler be responsible for damage caused at the time the work is performed except those damages resulting from gross negligence on our part.

5. Insurance: Rottler shall maintain all necessary insurance policies to cover the services provided by Rottler during the Agreement term.

6. Limitation of Liability: Parties agree that Rottler’s Liability for any disputes arising from or relating Rottler’s provision of service for Customer, any and all billing disputes and/or any other disputes that may arise between the Parties, shall be limited to the total annual amount paid by Customer to Rottler for services rendered during the calendar year in which any such dispute arises. Further, Rottler shall not be liable for any special or consequential damages alleged by Customer arising from or relating to Rottler providing services under this Agreement. **a.**

Warranty: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

7. Termites – Rottler’s liability under this Agreement for the presence of termites or termite damages is limited to retreatment of termite infestations only, unless a certificate of protection has been issued. Soil treatment under less than entire structure is a limited treatment and Rottler shall not be responsible for untreated areas.

8. Bed Bugs – Rottler will not be responsible for any injury, disease or illness caused, or allegedly caused, by bites or contamination of bed bugs. Our representatives are not medically trained to diagnose nor treat bed bug borne illnesses or diseases. Please consult a physician for any medical diagnosis and treatment required by Customer. To the fullest extent permitted by law, Rottler will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential, special and incidental damages, arising from Rottler's service. Liability is specifically limited to the labor and products necessary to help prevent and eliminate bed bug populations. This Agreement does not cover and Rottler will not be responsible for: 1) Damage resulting from moisture conditions, including but not limited to fungus or mold, whether visible or not; 2) Damage resulting from any wood destroying organisms; 3) Expenses related to the replacement of linen, upholstery, furniture, mattress, soiling or related costs; 4) Expenses related to medical evaluation or treatment for bites associated with bed bugs; 5) Damages or expenses for any claim of personal injury related to an infestation of bed bugs; and 6) Loss of income claimed to be related to any bed bug bites or associated illnesses.

9. Wasps/Bees – Wasp/bee service under Signature Pest Control is for visible exterior nests only. It does not include wasp/bee nests inside walls or soffit areas and also does not include removal of wasp/beehives or nests. Wasp/bee nests in walls or soffits are bid on subject to separate agreements.

10. Rodent/Nuisance Animal Exclusion – This Agreement does not cover, and Rottler is not responsible for, damage to property caused by rodents, or any damage resulting from rodents or pests gaining access to structures due to improperly fitted garage doors or broken/leaking plumbing lines or by cracks in foundation or siding materials. The Customer agrees to make all necessary repairs and/or eliminate faulty conditions as documented on the exclusion survey. The Customer agrees to maintain the home's structure free from any factors contributing to infestation, such as trash accumulation, readily accessible food sources, vegetation growth and water damage. At no time will damage caused to any portion of the Customer's structure be the responsibility of Rottler except as provided herein.

11. Existing Damage: Rottler is not responsible and has no duty to repair or disclose either visible damage (noted on the Inspection Report), or hidden damage existing as of the date of this Agreement. Because damage may be present in areas that are inaccessible to visual inspection, Rottler does not guarantee that the damage disclosed on the Inspection Report represents all the existing damage as of the date of this Agreement.

12. Conducive Conditions: The Customer agrees to maintain the structure free from any factors contributing to infestation, such as debris, lumber, and direct wood to soil contact and standing water. The Customer agrees to notify Rottler of any leaks under the areas treated and to eliminate faulty plumbing. 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 Rottler in areas where any of the conditions described in this paragraph exist. The Customer agrees to allow Rottler access to treat the structure and/or stations as necessary to control the infestation within 45 days of discovery of termites.

13. Additions, Alterations, and Other Changes: This Agreement covers the structure(s) identified and agreed upon by the Parties beginning on the date of the initial service. Customer agrees to notify Rottler in writing prior to the structure being modified, altered or otherwise changed, or if the soil is removed or added around the foundation or if tampering with termite stations or supplies occurs. Roof or siding repair, replacement or other structural remodeling may result in additional work being required at an additional cost. Failure to notify Rottler in writing will void this Agreement. Rottler may be required provide additional services at the Customer's expense because of additions, alterations or other such events to the structure.

14. Bed Bug Warranty for Preventative Treatments: Charges will apply for heat treatments during the first 6 months of a preventative program. Should a Bed Bug infestation be discovered after 6 months of treatment, the infestation will be treated at no additional charge as deemed necessary by Rottler using a combination of methods to eliminate the Bed Bugs. Customer must notify Rottler if any new or additional mattresses and encasements must be installed in order to maintain the Bed Bug warranty.

15. Sensitivity: If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or treatment odors, or if Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity, Customer must notify Rottler in writing, in advance of treatment of the structure(s). Rottler 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 Customer waives any claims against Rottler in connection with such sensitivity.

16. Adverse Health Effects Disclaimer: Rottler specifically disclaims any and all liability for any illnesses and/or diseases contracted or allegedly contracted by exposure to insects and/or spiders and/or treatment materials such as pesticides. Those include but are not limited to allergic reactions, Rocky Mountain spotted fever, Lyme disease, West Nile Virus, Malaria, Encephalitis and Dengue Fever. Rottler is not medically trained to diagnose insect and/or spider borne and/or pesticide exposure related illnesses or diseases. Please consult your physician for any medical diagnosis and treatment.

17. Customer Commitment: Rodent/nuisance animal eradication services may result in the death of an animal inside the home in an area that is not accessible to the service technician (i.e. wall voids, etc.). This can result in an odor associated with the decomposition of the animal and Rottler is unable to guarantee that this will or will not occur. Should you experience this type of odor, this condition is usually only temporary and will resolve itself within a short period of time.

18. Transfer of Ownership: This Agreement will terminate upon transfer of ownership of the described structure(s). However, Rottler, at its sole discretion, may allow a transfer of the Agreement to a new purchaser provided the new Customer signs a transfer addendum, pays a fee to cover the administrative costs of the transfer, and pays the renewal cost as established by Rottler. Upon transfer of this Agreement to a new owner, Rottler shall thereafter provide for the re-treatment of the covered structure only.

19. Termite Transfer: This service can be transferred to a new owner for a fee, providing there is no interruption of service and the new owner signs a new service agreement with Rottler. If a wood destroying insect report is ever required, Rottler can provide one for an additional fee.

20. Disclaimer: Rottler's liability under this Agreement will be terminated if Rottler is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, quarantine restrictions, or any other act of God or circumstances or cause beyond the control of Rottler. Rottler specifically disclaims any liability for special, incidental or consequential damages allegedly incurred by Customer.

21. Bed Bug Disclaimer: Rottler's liability under this Agreement will terminate and Rottler will be excused from performance of any obligations under this Agreement should 1) Customer allow another pest control operator to treat the subject structures(s) for bed bugs only during any term hereof, 2) Customer utilize any home remedy products, "do-it-yourself" products, over-the-counter products, or any chemicals to eradicate bed bugs that could cause a negative resolution or chemical reaction, or 3) Rottler be prevented or delayed from fulfilling its responsibilities under the terms of this Agreement by reasons or circumstances reasonably beyond Rottler'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 access to the identified structure(s) for any purpose contemplated by the Agreement, including but not limited to re-inspection, whether the inspection was required by the Agreement, requested or considered necessary by Customer or by Rottler.

22. Change of Law: Rottler performs its service in accordance with the requirements of Federal, State, and Local laws or regulations. In the event of a change in existing law as it pertains to the service promised herein, Rottler reserves the right to revise the service charge or terminate this Agreement. 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.

23. Payment/Non-Payment/Default: Upon commencement of Rottler providing the services requested by Customer, Rottler shall bill Customer by providing monthly/bi-monthly invoices and Customer agrees to pay Rottler invoices upon receipt. From time-to-time Rottler reserves the right to increase the price of services at Rottler's sole and complete discretion. In the event Customer is dissatisfied with any price increases Customer may terminate this Agreement as provided herein.

24. Arbitration: The Customer and Rottler agree that all matters in dispute between them arising from or relating to Rottler's provision of services, including but not limited to (i) any controversy or claim between them arising out of or relating to this Agreement and/or the services provided hereunder, (ii) any damage to structures caused by wood destroying insects or (iii) loss or damage to the described property in any way, any such dispute or controversy whether by virtue of contract, tort or otherwise, shall be adjudicated and settled exclusively by arbitration. Such arbitration shall be conducted before the American Arbitration Association ("AAA") in the St. Louis Metropolitan area in accordance with the Commercial Arbitration Rules then in force or the federal rules of evidence, whether or not set out by statute. The

arbitrator shall give effect to any and all waivers, releases, disclaimers, limitations, and other terms and conditions of this Agreement and the arbitrator shall have the power and authority to determine the arbitrability of any disputes and/or controversies arising under this Agreement or Rottler's provision of services hereunder. Therefore, the arbitration award and the arbitrator shall not have the power or authority to hold Rottler responsible or partly responsible for (i) the repair or replacement of any termite damage to the described property (ii) loss of anticipated rents and/or profits or loss of quite enjoyment or (iii) direct, indirect, special, incidental, consequential, exemplary, or punitive damages. Each party shall be responsible for paying its own attorneys' fees and expert witness fees. All expenses incurred by the arbitrator and the arbitrator's fee shall be divided equally and paid by the Parties. 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. The decision of the arbitrator shall be a final and binding resolution of the disagreement and/or dispute, which may be entered as a judgment by any court of competent jurisdiction. Each Party consents and submits to the personal jurisdiction and venue of the courts in which the Customer's property is located for purposes of Arbitration. 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 arbitrator's decision and a Party violating this provision shall pay the other Party's costs including, but not limited to, reasonable attorneys' fees and expenses incurred with respect to such suit and the arbitration award shall so provide.

25. Class Action Waiver: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE ARISING FROM ROTTLER'S PROVISION OF SERVICES HEREUNDER AND ALL MATTERS RELATED THERETO: (1) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, AND (2) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR BUSINESS. IN THE EVENT CUSTOMER VIOLATES THIS CLASS ACTION WAIVER AND ROTTLER INCURS ATTORNEY'S FEES AND COURT COSTS AS A RESULT THEREOF AND/OR TO ENFORCE THIS CLASS ACTION WAIVER, CUSTOMER SHALL PAY ALL REASONABLE ATTORNEY'S FEES INCURRED BY ROTTLER THEREIN.

26. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days written notice and, upon such cancellation, Customer shall be responsible for paying all charges for services provided by Rottler prior to the notice of cancellation.

27. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Updated 2/13/2024