



# PEST SERVICE AGREEMENT

205.978.1234 | callchorus.com

## Client Information

Name

☐ Residential ☐ Commercial

Email

Best Phone Number

How did you hear about us?

Service Address

City

State

Zip

Billing Address (if different than service)

City

State

Zip

## What Can Teal Help You With?

### Pest Options

| Service    | Initial Fee | Recurring Service Fee |
|------------|-------------|-----------------------|
| Pest       |             |                       |
| Mosquito   |             |                       |
| Termite    |             |                       |
| Other      |             |                       |
| Other      |             |                       |
| Other      |             |                       |
| Total Fees |             |                       |

### Notes

Commercial Use Only  
☐ Monthly ☐ Quarterly

### Billing

Other Fee(s)\*

Total\*

Total Recurring Service Fee\*\*

☐ Annually ☐ Monthly

### Payment

☐ Auto Draft from Checking

☐ Credit Card  
please note: up to 3% CC fee applied

☐ Check

☐ Invoice - Commercial Only

☐ 1<sup>st</sup> ☐ 8<sup>th</sup> ☐ 16<sup>th</sup> ☐ 24<sup>th</sup>

Client Signature

Date

Chorus\*\*\* Representative Signature

Date

Service Center

I have read, understand, and agree to the Terms and Conditions, which may be updated at any time without prior notice. The current Terms and Conditions are available for review at [callchorus.com/resources/terms-and-conditions](https://callchorus.com/resources/terms-and-conditions)

Client Initials

Mt. Juliet, TN 6015 | Knoxville, TN 6016  
FL Telemarketing License #

\*Amounts shown above are estimates. Taxes may apply. Final amounts will be calculated and detailed on your bill.  
\*\*Chorus reserves the right to adjust the renewal fee after the first year without prior notification.  
\*\*\*Chorus Pest Control Knoxville, LLC. Chorus Pest Control Nashville, LLC. Chorus Pest Control Huntsville, LLC. Chorus Pest Control Birmingham, LLC. Chorus Pest Control Auburn, LLC. Chorus Pest Control Gulf Coast, LLC. Chorus Pest Control Emerald Coast, LLC.



# Pest Service Agreement Terms and Conditions

The client ("Client") named on the front page of this service agreement ("Agreement") and Chorus Pest Control, LLC ("Chorus") (jointly "Parties") enter into this Agreement for the services as indicated on the front page and agree to the following Terms and Conditions.

## 1. Pest Service

Chorus will provide quarterly pest control services for common pests, including roaches, spiders, ants (excluding Asian, Fire, and Crazy ants) inside and outside (within 10 feet) of the Structure(s). Certain pest services may require an additional fee. Fleas and ticks, along with wood-destroying organisms, such as termites and carpenter ants are not included in the pest service but can be purchased for an additional cost, as can pest treatment beyond 10 feet. Wildlife, including but not limited to, squirrels, chipmunks, beavers, raccoons, bats and birds are not included in this Agreement.

### Mosquito Service (Not included with Pest Service)

Chorus will treat the nesting and breeding locations around your property to help reduce mosquito populations. Client is encouraged to empty standing water from containers such as buckets, plant containers, tires, and bird baths to reduce mosquito larvae population; wear long sleeves and pants when outside; stay inside at dusk and dawn, and use EPA approved mosquito repellents. This treatment will not eliminate mosquitos.

### Fire Ant Service (Not included with Pest Service)

TOPCHOICE™ Guarantee: A single application offers up to one year of fire ant control. Bayer Topchoice® provides control of fire ants by controlling existing colonies and preventing formation of new infestations for up to a year with a single application. It's the lowest dose granular, professionally applied and available for home and commercial lawns, golf course, school grounds, sport fields and parks. Chorus cannot guarantee fire ants will completely go away, but should fire ant mounds appear in treated areas within the year after the Topchoice application, Chorus will retreat the infested area free of charge.

## 2. Term and Renewal

This Agreement is effective upon signature of both Parties. If Client does not sign the Agreement within 30 days of Chorus's signature, the Agreement is voidable by Chorus. The initial term is for twelve (12) months from the date of the last signature. The Agreement is renewable at Chorus's discretion on a month-to-month basis every twelve (12) months if Client has fulfilled all obligations at time of renewal, and all Terms and Conditions are met, and neither party has given the other a notice of cancellation via email or in writing within 30 days of the renewal date. The renewal fee may be adjusted by Chorus after the initial 12-month term.

## 3. Client's Obligations

Chorus's obligation hereunder are conditioned upon Client fulfilling the obligations below. If Client does not fulfill these obligations, this Agreement is voidable by Chorus without further obligation by Chorus.

- a. Communication with Chorus.** Client agrees Chorus may contact Client at best phone number and e-mail address provided on the front of this Agreement. Client also agrees to receive communications regarding products and services via pre-recorded messages, direct calls, e-mails, and text messages at the number(s) and e-mail addresses provided.
- b. Timely payment in full.** Initial fees are due at time of service and shall become property of Chorus as non-refundable liquidated damages. All remaining fees are due at time of invoice and are late after thirty (30) days of invoice date. A surcharge up to the amount allowed by law will be charged for returned checks and ACH withdrawals and reversed debit/credit cards charges. Chorus may increase fees. If fees are not paid timely, this Agreement is voidable by Chorus. Termination by Chorus will discharge Chorus of its obligations. All costs and attorney fees with an interest rate at the highest legal percentage will be paid by Client for all costs of, along with fees due.
- c. Access to Structure(s).** Client is responsible for allowing Chorus access to the Structure(s) for services, including removal of concealed, unforeseen materials and conditions, and making such access safe from pet interference or escape.
- d. Chemical Sensitivity.** Chemical pesticides and other chemical treatments may be applied. Client should notify Chorus in advance of the treatment if Client or another occupant is or might be sensitive to odors. Chorus will not be responsible for side effects, injury or illness caused by manufacturer's product or odor or insect, rodent bites or stings. Failure to provide such advance notice will constitute an assumption of risk and waiver of Chorus liability for injury related to the sensitivities.
- e. Claims.** Client will immediately notify Chorus of any claim under this Agreement so Chorus may work with Client to resolve and cure issues resulting in a possible claim. Client waives right to pursue or join class action suits against Chorus.

## 4. Insurance

Chorus will maintain required insurance such as liability, auto and worker's compensation. Client will be responsible for maintaining all risk extended property coverage for personal and real property, including materials which may be necessary for performance of this Agreement. Client's policy should include coverage for natural disasters, Acts of God and other casualty, physical loss or damage. Client agrees not to make a claim against Chorus for loss, damage covered by Client's insurance policies.

## 5. Force Majure

If an unforeseen event(s), including but not limited to Acts of God, war, epidemics, government actions, gas or other commodity increases, or other unforeseen events should occur which makes obligations of Chorus hereunder delayed, impractical or impossible to fulfill, Chorus shall be relieved of its obligations hereunder.

## 6. LIMITATION OF LIABILITY

PARTIES AGREE AS A MATERIAL TERM OF THIS AGREEMENT IN THE EVENT OF A DISPUTE OF ANY KIND BETWEEN PARTIES, CHORUS'S POTENTIAL LIABILITY SHALL BE LIMITED TO THE COSTS PAID BY CLIENT FOR THIS AGREEMENT AND CHORUS SHALL NOT BE LIABLE FOR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR EMOTIONAL DISTRESS, MENTAL ANGUISH, LOSS OF USE, LOSS OF ENJOYMENT, RELOCATION COSTS, ALTERNATE LIVING EXPENSES, DIMINISHED VALUE, OR OTHER INDIRECT DAMAGES OF ANY KIND.

## 7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement and can be altered only by written agreement by both Parties. If any part of this Agreement is found to be unenforceable or invalid, the remaining terms and conditions shall remain in effect.

## 11. Choice of Law

This Agreement shall be adjudicated in accordance with the regulations and laws of the state in which executed as they exist at time of execution. During the term of this Agreement, should a law or regulation regarding these Terms and Conditions change, Chorus shall be given reasonable time to take steps to comply.

**Termite Service.** If Client signs up for Chorus termite service and executes the Termite Sentricon Retreat and Repair Service Agreement, that agreement constitutes part of this Agreement. Where terms and conditions contradict, the Termite Sentricon Retreat and Repair Service Agreement Terms and Conditions terms shall apply.

CLIENT MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD (3RD) BUSINESS DAY AFTER EXECUTION OF THE AGREEMENT.

Client Signature

Date