

# Master Service Agreement (MSA)

## 1. Service Overview

Prestige Pest Protection offers comprehensive pest control solutions for both residential and commercial properties. Our services are designed to address various pest issues, employing an Integrated Pest Management (IPM) approach that emphasizes prevention, monitoring, and defense. Our three-step process ensures a proactive and effective response to pest challenges tailored to meet each client's needs.

## 2. Payment Terms

Payment is due in full at the commencement of service. For one-time treatments, we guarantee indoor therapies for 30 days. Wildlife and rodent treatments come with a 60-day guarantee. Subscription customers benefit from the option for retreatments as needed throughout the year. Late payments may incur finance charges at an annual rate of 18%, with a minimum late charge applied after 30 days. In the event of delinquency, reasonable collection fees, including attorney's fees, may be used.

## 3. Customer Responsibilities

Customers are expected to maintain their properties in a manner that does not promote pest infestation. This includes but is not limited to ensuring proper sanitation, reducing clutter, and addressing any structural issues that may facilitate pest entry or harborage. Compliance with our recommendations and adherence to pre-service and post-service instructions are crucial for the effectiveness of our treatments.

## 4. Limitation of Liability and Disclaimers

While we strive for excellence in our services, we do not guarantee the complete eradication of pests. Our liability for personal injury, property damage, or any other damages, including consequential and incidental damages arising from our services, is limited to the fullest extent permitted by law. We expressly disclaim any liability for pest-related illnesses or diseases.

## 5. Termination and Cancellation Policy

This agreement may be terminated by either party with written notice. Conditions for termination include non-compliance with customer responsibilities, non-payment, and transfer of property ownership. Subscription services may be canceled with a 30-day notice, with provisions for pro-rated refunds as applicable.

## 6. Arbitration or Dispute Resolution

Any disputes arising from this agreement or the services provided will be resolved through binding arbitration per the Commercial Arbitration Rules of the American Arbitration Association. This agreement is subject to the Federal Arbitration Act, ensuring a fair and expedited resolution process.

## 7. Governing Law

This agreement and any disputes arising from it will be governed by the laws of the State of Utah without regard to its conflict of law principles.

## 8. Amendment and Modification Clause

Any amendments or modifications to this agreement must be made in writing and signed by both parties to be effective.

#### 9. Entire Agreement Clause

This agreement and any addendums and schedules constitute the agreement between Prestige Pest Protection and the client. No other representations or statements will be binding unless made in writing and signed by both parties.