



Email: ContactCenter@ModernPest.com • Phone: 1-800-323-7378 • Fax: 207-721-3089 • www.ModernPest.com

Wildlife & Specialty Services Agreement

Service Address	Billing Address
Account: <u>Franklin County Courthouse (534802)</u>	Account: _____
Phone: <u>207-578-0444</u>	Phone: _____
Name: <u>Brandon Gray</u>	Name: _____
Street: <u>140 Main St</u>	Street: _____
City/State/Zip: <u>Farmington, ME 04938</u>	City/State/Zip: _____
Email: <u>bgray@franklincountymaine.gov</u>	Email: _____

☐ HomeCare Service Recommended. Free initial service with Wildlife services of \$1500 or over.

Services

☐ EXCLUSION: We will address all possible active entry/exit points around entire roofline from gutter to peak of roof. One-way doors will be placed at suspected exit points and removed once animals are no longer active. Materials such as hardware cloth, caulking, industrial foam, metal flashing, copper mesh, and mortar may be used.

Wildlife to be Excluded: ☐ Grey Squirrel ☐ Red Squirrel ☐ Flying Squirrel ☐ Bat ☐ Raccoon ☐ Skunk ☐ Groundhog ☐ Other _____

Modern is not responsible for a bat in the home during the first 48 hours after our work is performed and any animal damage or new entrance points other than where work is performed.

☐ RODENT EXCLUSION: A one-time comprehensive exclusion program, targeting mice, rats and chipmunks. Recommended pair with SMART monitoring following installation.

☐ SMART DIGITAL WILDLIFE MONITORING: After analysis, we install state-of-the-art, multi-purpose SMART technology. SMART is an intelligent, environmentally friendly, pest control system that monitors rodent activity in real-time 24/7/365. Initial visit includes set-up and activation, and monthly costs cover data management and response.

☐ TRENCHING: We will install a barrier from the structure to no deeper than 18" underground, with the purpose of preventing animal travel. If needed, we will dig a trench and/or install one-way doors. Linear FT to be trenched: _____ ☐ Dig Defence ☐ Screen ☐ Both ☐ Other _____

☐ TRAPPING: Our standard service includes the removal of active animals, present within the structure, for a period of up to 5 days, not to be extended through or interrupted by weekends and holidays.

Target Animal(s): ☐ Grey Squirrel ☐ Red Squirrel ☐ Flying Squirrel ☐ Raccoon ☐ Skunk ☐ Groundhog ☐ Other _____

☒ REMEDIATION: We will remove clean or animal* contaminated materials from accessible areas, including nesting material, droppings, dead animals, and non-asbestos insulation. After removal, all areas are treated with an environmentally friendly solution to help kill bacteria associated with most animal feces, followed by a bio-wash which deodorizes and neutralizes the area to further reduce Wildlife pheromones and attractive scents, etc. *Due to Raccoon Roundworm (Baylisascaris procyonis), Modern does not provide remediation services where contamination with Raccoon feces is found.

☐ THERM-O-CARE INSULATION PROGRAM: We install T-A-P® Insulation, a revolutionary green insulation for new and existing homes, using a proprietary injection process. It is made from recycled paper that incorporates a borate-based pest control into the product. Refer to State and Federal regulations for possible rebates.

☐ BIRD MANAGEMENT: We will provide an effective method of bird control. Refer to agreement comments section for proposed service breakdown. Yearly inspection of material(s) is recommended. Modern can perform ongoing inspection(s) of material. Inspection fees may apply. Client is responsible for all costs related to repair and replacement of non-working material following the service guarantee period.

Service Guarantee

Modern guarantees your satisfaction with our service and our people for one year from the completion date of the Wildlife service. If unsatisfied, Modern will return and diligently work to solve the problem. Our service guarantee covers Exclusion, Remediation, and T-A-P® insulation (labor only). Our Service Guarantee does not cover Trapping services, Bird Shoots, areas of the structure in need of repair or any deterioration of the structure after our work is completed, damage by wildlife in any "new" area of the structure, and any changes made to the structure following initial service inspection, as well as acts of God such as fallen trees, lightning, flooding, etc.

Additional Comments

Removing dead pigeons, eggs, nesting, and droppings from the attic and bell tower. Washing areas afterwards with bio-wash.

No verbal contract work done, please be sure it's written above.

SMART Prepay ☐ Easy Pay ☐

Method of Payment: Check ☐ Card ☐

Initial Cost	\$15,750
SMART Fee	
Tax	
Total Due Today	\$15,750
Monthly Cost	

Full payment is due at the time of service except for SMART Monitoring which may be billed Monthly with Easy Pay.

Steven Overlock

Print Name (please print clearly)

9 / 22 / 2025

Modern Signature

Date

TAP® Insulation is a trademark owned by Pest Control Insulation Systems Inc.

Print Name (please print clearly)

Client Signature

Date

SPECIAL TERMS AND CONDITIONS

1. DISCLAIMER

Modern Pest Services will use every precaution to protect the property of the client. However, Modern Pest Services will not be responsible for, present and/or future wildlife, rodent, or insect damage to structure(s) and/or content(s) or provide for the compensation or repair of same. Modern disclaims any liability for special incidental or consequential damages. The Service Guarantee stated in this agreement is given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or Fitness for a particular purpose. This agreement does not include control or prevention of wood infesting organisms such as termites, powder post beetles, woodborers or wood decay fungus or mold. The client expressly waives and releases Modern Pest Services from liability for any claim or personal injury or damage to the structure or its contents caused by wood infesting organisms OR any other pest listed on this agreement. Modern Pest Services' liability under this agreement will be terminated if Modern Pest Services is prevented from fulfilling its responsibilities by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, terrorism, or any act of God or circumstances of cause beyond the control of Modern Pest Services.

2. NOTICE OF CLAIMS

ACCESS TO PROPERTY. Any claim under the terms of the Agreement must be made immediately in writing to a Modern service center. Modern is only obligated to perform under this Agreement if Client allows Modern access to the identified structure for any purpose contemplated by the Agreement, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Client or required by the Agreement and requested or considered necessary by Modern.

3. INSURANCE

Modern will furnish a Certificate of Insurance upon request.

4. AGREEMENT

This agreement constitutes the entire agreement between the parties and no other representations or state-ments will be binding upon the parties. Agreement consists of initial charge for services to control wildlife and install equipment (including SMART where applicable). Client will be billed in 12 monthly installments for SMART monitoring services where applicable. As the completion of the agreement, the client agrees to continue monitoring services on a month-to-month basis until cancellation.

5. SEVERABILITY

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.

6. CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State in which the structure is located.

7. WILDLIFE SMART MONITORING

- The Customer must ensure that Modern Pest staff have access to objects, spaces, properties and/or activities and can perform the work and make the preparations, prior to the work, that have been identified by Modern Pest. An example of this may be a specific structural measure.
- Carefully comply with any instructions/recommendations issued by Modern Pest.
- Ensure that the relevant areas are accessible for placement or installation of equipment and that the correct power supply, in accordance with Modern Pest's instructions, is supplied when electrical equipment is to be installed.
- Take continuous responsibility for ensuring a correct power supply (mains or battery power) when electrical equipment has been installed.
- Take responsibility for electrical audits, electrical safety and measures for electrical safety.
- Provide information on any special requirements for the Customer's premises, such as sensitive environments and special restrictions for access to such areas. Where necessary, the Customer must also supply any special equipment, etc. that is required in such environments.
- Immediately inform Modern Pest if the Customer has discovered that safety equipment, signage, control stations or other equipment owned by Modern Pest has been damaged, moved, depleted, etc.
- Immediately inform Modern Pest of suspicion or detection of Agreement-related factors that may affect the existing Agreement.
- The Customer is obliged, through the exercise of due diligence, to create a safe work environment for Modern Pest's staff.
- The Customer is responsible for any restoration of the building as a result of installation, etc. of equipment recovered by Modern Pest.
- The Customer is obliged to compensate Modern Pest for any equipment belonging to Modern Pest that is lost, destroyed, or materially damaged. Market value of lost or damaged equipment may fluctuate.
- Modern Pest accepts no responsibility under any circumstances for damage directly or indirectly caused by fire that occurs at the Customer's premises and that may be linked to incorrect fire protection or incorrect reporting of conditions at the Customer's properties.

8. TERMINATION OF THE AGREEMENT (SMART)

If the Customer cancels the Agreement for any reason prior to the termination date under the Agreement, Modern Pest is entitled to compensation for completed work and all compensation due to it under the terms of the Agreement and any costs and losses incurred by Modern Pest as a result of cancellation of the Agreement. On expiration or termination of this Agreement, Modern Pest or its representative are authorized by the Customer to retrieve from the Customer's premises the equipment contained therein for appropriate disposition. Modern Pest reserves the right to pursue to the fullest its legal rights relating to the use and adverse possession of the Anticimex SMART equipment.

9. COLLECTION AGENCY FEES

I understand and accept that if I fail to pay my account balance or any monies due and owing Modern Pest Services by the scheduled due date and fail to make acceptable payment arrangements to bring my account current, Modern Pest Services may refer my delinquent account to a collection agency. I further understand that if Modern Pest Services refers my account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33.3% of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

10. Additional SMART Terms and Conditions for SMART

The Customer must:

- All SMART equipment is the property of Modern Pest Services and at the termination of the monthly service agreement shall be recovered. Failure to retrieve any SMART equipment will result in replacement fees equal to replacement costs to Modern Pest Services.
- The Customer is obliged to compensate Modern Pest for any SMART equipment belonging to Modern Pest that is lost, destroyed, or materially damaged. Market value of lost or damaged equipment may fluctuate.
- Monthly SMART Easy Pay billing is available which covers the cost of the equipment and back-office monitoring support and callbacks for alerts from the devices.

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Phone: 207-578-0444

Name: Brandon Gray

Street: 140 Main St

City/State/Zip: Farmington, ME 04938

Email: bgray@franklincountymaine.gov

Billing Address

Account: _____

Phone: _____

Name: _____

Street: _____

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Wildlife to be Excluded: ☐ Grey Squirrel ☐ Red Squirrel ☐ Flying Squirrel ☐ Bat ☐ Raccoon ☐ Skunk ☐ Groundhog ☐ Other Pigeon

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Additional Comments

Place mesh around bell tower vents.

No verbal contract work done, please be sure it's written above.

SMART Prepay ☐ Easy Pay ☐

Method of Payment: Check ☐ Card ☐

Initial Cost	\$2,200
SMART Fee	
Tax	
Total Due Today	\$2,200
Monthly Cost	

Full payment is due at the time of service except for SMART Monitoring which may be billed Monthly with Easy Pay.

Steven Overlock

Print Name (please print clearly)

Modern Signature

TAP® Insulation is a trademark owned by Pest Control Insulation Systems Inc.

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