

Service Agreement Terms of Service

Client Satisfaction Guarantee: Mosquito Xcape's top priority is your complete satisfaction by drastically reducing the mosquito and tick population on your property. If you are not completely satisfied with your mosquito or tick control treatment contact Mosquito Xcape within five (5) days of that treatment for a re-spray.

Modifications. Modification to the Services or this Service Agreement will be made only when a written addendum describing such modification(s) has been signed both by the Client and by Mosquito Xcape. There may be additional charges for any changes dependent on those changes.

Licenses and Insurance. Mosquito Xcape shall maintain all applicable local, state or federal licenses required to perform the services. Mosquito Xcape shall maintain Comprehensive General Liability Insurance with an insurance company licensed to do business in the state of Wisconsin.

Disclaimer and Indemnity. In consideration of the services performed under this Service Agreement, the undersigned agrees to indemnify and forever hold Mosquito Xcape and its agents harmless for any damages or claims resulting from or arising out of the delivery of such services.

Service Delays and Force Majeure. Mosquito Xcape is not responsible or liable for delays in the commencement or completion of the Services that are a result of conditions beyond Mosquito Xcape's control (including for example weather, strikes, or a supplier's inability to provide materials.) If Client fails to make a scheduled payment, Mosquito Xcape may elect to postpone its performance of the Services under this Service Agreement and schedule continuation of the Services at its discretion after receipt of all amounts due and payable. Delays caused by such events do not constitute abandonment.

Independently owned and Operated. Mosquito Xcape is an independently owned and operated business. Client acknowledges and agrees that this Service Agreement is made solely with Mosquito Xcape. Mosquito Xcape is not an employee or agent.

Enforceability. If any provision, sentence, phrase or word in this Service Agreement or the application thereof to any person or circumstance other than those as to which it is held invalid shall not be affected thereby.

Disputes. This Service Agreement is made and shall be construed under the laws of the State of Wisconsin. Except as set forth below, if any controversy or claim arises out of or relates to Mosquito Xcape, or the breach thereof, and if said controversy or claim cannot be settled through direct discussions, the parties agree to first endeavor to settle the controversy or claim in an amicable manner by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to Arbitration Rules, and judgment up the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may agree to mediation and arbitration by the Better Business Bureau (if applicable) in lieu of the foregoing. It is further agreed that any efforts by Mosquito Xcape to collect amounts due or any part thereof will not be subject to the mediation and arbitration provisions set forth above. Client will pay any collection expense, court costs, and reasonable attorney's fees which may be incurred in such collection efforts. **CLIENT HEREBY WAIVES ANY AND ALL RIGHTS CLIENT MAY HAVE TO A JURY IN ANY SUIT HEREUNDER.**

Liquidated Damages. Should Client fail to fulfill its obligations under this Service Agreement in addition to any other remedy at law or in equity that Mosquito Xcape may have otherwise provided herein, Mosquito Xcape may retain as liquidated damages and not as a penalty, all consideration paid by Client to Mosquito Xcape, including, but not limited to the payments referenced above.

No Waiver of Rights. Service Provider's failure to exercise a right or remedy or Mosquito Xcape's acceptance of a partial or delinquent payment, will not operate as a waiver of any Mosquito Xcape's rights, or Client's obligations, under this Service Agreement and will not constitute a waiver of Service Provider's right to declare an immediate or subsequent default of this Service Agreement.

Entire Agreement. This Service Agreement contains the entire understanding and agreement between the parties with respect to the Services and supersedes all prior or contemporaneous written and oral agreements and understandings with respect to the subject matter hereof. NO ORAL PROMISES OR AGREEMENTS ARE A PART OF THIS SERVICE AGREEMENT.