



DEGESCH AMERICA, INC.  
P.O. Box 116  
Weyers Cave, VA 24486

## PESTICIDE APPLICATION AGREEMENT

This agreement is by and between:

DEGESCH AMERICA, INC. ("Degesch") -and- \_\_\_\_\_ ("Client")

1. Degesch agrees to provide the following pesticide products and services:

- a. Treatment Area:

\_\_\_\_\_

☐ Degesch or ☐ Client (pick one) will seal and prepare the area for treatment.

- b. Approximate Volume or Quantity of Commodities:

\_\_\_\_\_

- c. Pesticide Type(s) to be Applied:

\_\_\_\_\_

- d. Target Pest(s):

\_\_\_\_\_

- e. Projected Date and Time of Treatment:

start: \_\_\_\_\_ finish: \_\_\_\_\_

2. Client will pay Degesch a base fee of \$ \_\_\_\_\_, plus any applicable sales tax. Additional charges, site preparation and fumigant expenses will be charged according to the current "Time and Material" price list. Payment is due within 30 days of invoice. Client is liable for collection costs of past due accounts, including attorneys' fees.

3. Degesch agrees to apply pesticides in accordance with label directions, all federal, state and local laws. Degesch shall not be liable for injury or damage caused by use of pesticides in accordance with label directions. Degesch is responsible only for pesticide application and aeration of treatment area. Degesch does not guarantee complete control of the target pests or that commodities and treatment area will be free from re-infestation upon completion of work. Unless otherwise provided on pesticide labels, Degesch makes no warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise. All services will be supervised by a

qualified or certified applicator. Degesch agrees to maintain liability and property damage insurance. Degesch reserves the right to determine treatment should not be completed for any reason whatsoever.

4. Client agrees to remove all sources of heat or flame, as well as anything that may be adversely affected by fumigation process, from treatment area. Client agrees to employ a guard service and assumes responsibility to keep unauthorized persons away from treatment area and adjacent areas during pesticide application and aeration. Client shall not permit or suffer any person to enter treatment area until such area is safe for occupancy and tested with a direct-reading instrument for fumigants.
5. Client agrees to indemnify, defend, and hold harmless Degesch from all claims, demands, causes of action, losses, damages or expenses, including costs and attorneys' fees, because of entry of any person upon the treatment area in violation of this agreement.
6. Charges for services under this agreement are not related to the value of Client's premises or other property. Amounts payable by Client do not warrant Degesch assuming risk of incidental or consequential damages, including to Client's property, commodities, equipment, downtime, or loss of business. If liability arises on the part of Degesch, such liability shall be limited to Degesch's applicable insurance coverage. Such coverage is Client's complete and exclusive remedy and will be received as liquidated damages.
7. This agreement shall be interpreted and enforced in accordance with the laws of Virginia, without regard to any conflicts of law provisions or principles thereof to the contrary. In all court proceedings brought in connection with this agreement, the parties consent to exclusive personal jurisdiction by, and venue in, any state or federal court located in or about Augusta County, Virginia.

### FOR CLIENT:

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Name Title

### DEGESCH AMERICA, INC.

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Name Title