

RETAINER AGREEMENT

The CLIENT, _____, retains *PESTED* as an independent contractor to provide telephone and e-mail consulting on urban pest problems, as well as a pest identification service for urban and structural pests. Urban and structural pests are those insects, arthropods, and other pests that infest in and around buildings. The CLIENT hereby agrees to pay an annual nonrefundable fee of \$700.00, which must be included with this signed agreement. For a period of one year upon ratification of this agreement, *PESTED*, shall provide the client unlimited hours of consulting time for (1) telephone and e-mail consultation on urban pest problems, and (2) pest identification services for urban and structural pests. Consulting services will be provided by Board Certified Entomologist Kevin Hurley.

PESTED will endeavor to provide accurate information on pest problems, but CLIENT agrees that any advice given on information provided over the phone or via e-mail is inherently more likely to be incomplete or in error than on-site consultation. By entering into this retainer agreement, CLIENT agrees that *PESTED* is not accepting liability for decisions made by CLIENT on treatments and other services based on information and advice provided by *PESTED*. By entering into this retainer agreement, CLIENT is also eligible to receive a 15 % discount on our standard hourly rate for services above and beyond those specified in the retainer agreement. Additionally, CLIENT is also eligible for 15 % discount on all in-person recertification seminars and online distant learning courses provided by *PESTED*.

Dispute Resolution: If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its right under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

This RETAINER AGREEMENT is the full and complete agreement between the parties.

CLIENT Authorized Signature

Date

PESTED Authorized Signature

Date

Company Name: _____

Address: _____

Email Address: _____

Phone Number: _____

If Paying By Credit Card: Credit Card Number: _____ Ex: _____

