Terms & Conditions

All the products that will be used in your home are designed to be people and pet-friendly. As a precaution due to different levels of sensitivities, Thomas Pest Services may request that all occupants and pets be out of the home during the initial service. Upon completion of the service, the technician will notify the customer that the service has been completed.

A copy of all product labels and Safety Data Sheets (SDS) that may be used in your home are available for review on our website: https://www.thomaspestservices.com/labels-and-sds

Thomas Pest Services may use e-mail, phone, and/or text messaging to provide relevant information to the customer. The customer may opt out of a specific form of communication by notifying Thomas Pest Services in writing.

Consent to Receive Information. Customer consents to Thomas Pest Services and its affiliates contacting Customer via automated technology, including calls, texts, emails, service notifications, and prerecorded messages, at the number and email Customer has provided under this Agreement, concerning matters relevant to Customer's scheduled Services as well as other services or products offered by Thomas Pest Services."

It is expressly agreed between the Company and the homeowner and/or business owner and/or lessee and/or agents and/or assigns that have entered into the Pest Control contract with The Company, its agents, servants, or employees that the Service Program as mentioned in the Contract shall also be and hereby is expressly limited by any local, state and/or federal laws, rules, and/or regulations. The Service Program shall also be limited in that it is the homeowners and/or business owner's sole and exclusive obligation to make any structural changes or modifications to the subject property as deemed necessary and practical by The Company and also bear the cost for same so that the aforementioned contract can be carried out by The Company.

IT IS EXPRESSLY UNDERSTOOD THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE HERETOFORE OR HEREAFTER CAUSED BY INSECTS, VERMIN OR RODENTS WHETHER OF THE SAME OR DIFFERENT CHARACTER FROM INSECTS, VERMIN OR RODENTS PREVIOUSLY FOUND AND/OR TREATED FOR IN THE PREMISES and that no warranty or representation to the contrary shall be of any force and effect.

Nor shall The Company be liable in any way for any consequential damages because of insects or

rodents, including without limitation loss of use or loss of profits. This service is not a guarantee or warranty as to the absence of wood-destroying insects or pests such as termites or wood-infesting beetles. FOR EXCLUSION SERVICE: The Company is not responsible if exclusion work is altered due to vermin activity (squirrels, birds, etc.), inclement weather damage, and/or construction work. The Company does not determine the structural integrity of a structure. This service does not include mold, mildew, fungi, or non-wood-destroying organisms.

If anyone other than The Company is permitted to the subject premises to perform pest control services, then this shall constitute a material breach of this contract, and The Company may, in addition to all other remedies it may have, in its sole discretion, terminate the agreement forthwith without further notice enter upon and/or remove all materials from the premises. The customer does hereby grant The Company permission for this purpose.

For total control, it is the customer's sole and exclusive obligation to make all modifications at the subject property to allow proper control measures to be performed; such as but not limited to access to inaccessible areas, sanitation, cluttered areas, moisture problems, wood rot, and or surrounding environmental conditions. If conditions are not remedied then this shall constitute a material breach of this contract. However, The Company reserves the right to continue servicing the account on a non-warranty control basis.

Failure on the part of the owner to comply with the conditions of this agreement shall release The Company from further servicing and obligation. If The Company is unable to render the foregoing service due to a lack of availability of said premises by the owner or duly authorized agent, this agreement shall become null and void.

You, the Buyer, may cancel this transaction at any time before midnight of the third business day after the date of this transaction. The customer agrees to return all contracts and materials to The Company. If however, The Customer cancels the contract during the service period, The Company is under no obligation to offer a refund.

SERVICE PROGRAMS are for a term of ONE YEAR after the initial: and shall continue thereafter until suspended by either party giving thirty (30) days' written notice. The customer shall be given notice of the service schedule in advance and can assume this appointment to be permanent unless otherwise notified. The customer agrees to make the premises available for service and to accept such service each month. In the event the premises are unavailable, the regular service cost will be charged. The Company reserves the right to revise the fee anytime after the first year.

All Service Programs are transferable to subsequent owners only with the express written consent of The Company and may require a transfer fee.

The Company reserves the right to withdraw this proposal if not authorized within thirty (30) days.

It is the customer's sole responsibility to consult their physician before treatments, regarding respiratory problems and/or allergies and/or sensitivities.

The customer agrees that any or all work may be subcontracted at any time during the life of this contract.

BEDBUGS

All Whole House Thermal Remediation Services require an initial deposit at the time of scheduling of $250.00. The remaining balance is due at the time of service, before the start of service. This deposit is non-refundable if service is canceled less than 48 hours from the scheduled appointment. The customer shall be given advanced notice of the service date and agrees to make the premises available for service. If premises are not properly prepared for service the client will be billed $25.00 for every 15 minutes it takes 1 person to finish prepping the structure for proper treatment. If the premises are unavailable, or unprepared, or service is denied, the customer agrees to pay a service charge of $250.00 for a return visit to provide treatment to the structure.

The customers and/or agents will make the Company aware of any sprinkler systems and/or heat and smoke alarm systems in the service area. The Company will not be responsible for any accidental discharge or damage caused to or for property damage or personal injury including, but not limited to, sprinkler systems, security, fire, smoke, and/or heat alarm systems (Systems) within the customer's property. The customer assumes complete responsibility for any damage or injuries and agrees that it will undertake all preemptive and precautionary measures that the customer deems necessary or appropriate to protect the Systems and/or prevent the systems from discharging water and/or otherwise activating during the Treatment.

The Company reserves the right to withdraw this proposal if not authorized within thirty (30) days. It is the customer's sole responsibility to consult their physician before treatments, regarding respiratory problems and/or allergies and/or sensitivities. The customer agrees that any or all work may be subcontracted at any time during the life of this contract.

EASTERN SUBTERRANEAN TERMITES:

A. If Eastern Subterranean Termites reappear in this structure, The Company will return and render the necessary re-treatment as per the contract. There will be no further charge for its labor or materials.

B. In addition, The Company will provide a re-inspection of the structure annually furnishing:

a. A careful visual inspection of the accessible timbers, masonry surfaces, and adjoining soil areas for termite activity.
b. A check against the original worksheet and sketch for any additions or structural changes. (If any have been made, the necessary treatment should be arranged by a separate agreement.)
c. A report to you of our findings.

FOR POWDER POST BEETLES:

A. If Powder Post Beetles reappear in the treated areas; The Company will return and render the necessary re-treatment. There will be no further charge for its labor or materials.

B. In addition, The Company will provide a re-inspection of the structure annually furnishing:

a. A careful visual inspection of timbers in treated areas for Powder Post Beetle activity.
b. A report to you of our findings.

Inspections will be performed at The Company's discretion each year. The customer will be notified before each visit. One visit to the property will be rendered and the inspection will be considered complete. THIS SERVICE AGREEMENT PROVIDES FOR THE RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) ONLY BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY INSECTS.