

Expert Opinion

Contract Language Can Keep Bed Bug Complaints from Biting You

By Steve Buckley

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My colleague John Culotta has written in recent years about the growing problem with bed bug infestations in the United States, cautioning pest management professionals (PMPs) to educate their customers, manage their expectations about the effectiveness of treatment, and have the right insurance coverage in place.

But there is another important precaution that PMPs should take before beginning bed bug treatment: knowing what to watch for and what to avoid in customer contracts. The specific issues that arise

when treating bed bugs means that your contracts should have specific language.

When writing your contracts, it is important to remember that bed bug infestations present real extermination challenges, often taking three, four or more chemical treatments to eradicate them. If you offer heat treatments, there are very specific requirements that must be adhered to if you want to eradicate these pests. And regardless of treatment method, you must keep in mind that bed bug infestations cause people more than physical discomfort; there are real psychological issues for customers when they have an infestation.

When treating for bed bugs, it is important that your contract clearly states three things:

1. You are providing a one-time treatment and there is no guarantee or warranty "expressed or implied." In this area of the contract, it is important to specify that multiple treatments may be necessary, depending on their level of infestation, and to add that if a follow-up inspection is necessary, you will offer services (for a fee) within 30 days of initial treatment.

2. You are not liable for damage, injuries or any kind of losses to third parties. In this part of the contract, you can go further by adding language that would hold you harmless for suits by a third party. Even better, have yourself listed as additional insured on the customer's policy. However, many customers will not allow this type of language.

3. Language that specifically applies to your type of treatment. If you are using chemicals, your contract should state that you must be notified by the customer if they have any sensitivity to chemicals. Their failure to provide this notification waives any liability for you. If you are using heat treatment, remember that heat may cause damage to furniture, fine art and other items inside a property. It is a good idea, then, to add language stating that you will not be responsible for damage to property stemming from the heat treatment.

In addition to these contract areas that are specific to bed bug treatment, other language that can help a PMP's contract when treating any pest include:

- Stating that if there is a dispute, it will go to binding arbitration in accordance to the rules of the [American Arbitration Association](#), and not go before jury, which is more likely to have homeowners sympathetic to the plaintiff.
- If you work across state lines and the laws in your state are favorable to disputes involving your business, you can add language that states that any disputes will be handled in accordance with your state's laws, and any court or arbitration cases will be located in your state.

When treating bed bugs, considering your contract language, along with the right insurance and proper management of your customers' expectations, can help protect you from costly claims.

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From the *PMP* Archives

We've Been Sued!

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