

Contract Language: Time for a Careful Review

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It's Not What You Say, It's What You Sign: Contract Language Cautions

By **JOHN CULOTTA**

Most pest management professionals (PMPs) are pretty unflappable. They have seen a lot, and they bring knowledge and experience to a range of challenges within the world of pest control that are highly valued by their clients. However, contract language is sometimes an area outside of the expertise of even the most experienced PMPs.



Before PMPs begin signing new clients this spring and summer, it's a good time for a quick review of contractual "fine print" that can turn into major concerns if left unaddressed.

Beware of Mission Creep

PMPs can quickly find themselves obligated to go well beyond the scope of the pest control task to which they thought they were agreeing if contract language isn't carefully reviewed.

For instance, in commercial pest management work, PMPs are often asked to sanitize the area where they are performing work. Some fumigation agreements might require PMPs to secure the area to ensure people are out of the building before work starts. In termite or rodent work, there may be language in the contract that references incidental carpentry. Given the vague nature of some of the language used, PMPs might easily find themselves obligated to far more than they anticipated in terms of time, effort and skill required to meet client expectations that were unclear based on broad contractual language.

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Contracts are written by lawyers to protect their clients. The language in those contracts serves two purposes: to protect certain parties, and to provide remedies if one or more parties breach the agreement. As a result, the language of a contract might be intentionally designed to leave open multiple avenues to possible insurance claims, or make it difficult to defend claims.

Broad contract language, in particular, can obligate a PMP to deliverables outside of his or her expertise. If the PMP falls short on those deliverables, a claim can be made that the work was not completed. For example, if the PMP is asked to "disinfect" an area and someone at the client site subsequently contracts seasonal flu, the pest firm could conceivably have legal exposure to allegations of failing to "disinfect" the work area, provided such services were specifically agreed upon in the written contract.

Any language that can be seen as vague or open to interpretation will make claims handling difficult. If lawsuits are brought against a pest control firm based on vague contract language, most courts will favor the contract language that best serves the defendant.

The responsible course of action for a PMP to take in terms of vague contract language is to seek clarity with the client. Ask that a clear understanding of responsibilities or deliverables be inserted into the contract where the language is vague. Additionally, we recommend having a discussion with the client before the contract is signed, to set expectations and make clear both the PMP and client's understanding of the specific job to be done and its requirements.

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