

Pinto & Associates, Inc.

29839 Oak Road, Mechanicsville MD 20659-2201
Phone 301 884-3020 Fax 301 884-4068
Pinto_Associates@comcast.net
www.techletter.com

Send signed agreement with payment to:

Pinto & Associates, Inc.
Retainer Agreement
29839 Oak Road
Mechanicsville MD 20659-2201

RETAINER AGREEMENT

The CLIENT, _____, retains Pinto & Associates, Inc. as an independent contractor to provide telephone and e-mail consultation on urban pest problems, as well as a pest identification service for urban and structural pests. Urban and structural pests are those insect, arthropod, and other pests that infest in and around buildings—pests such as cockroaches, ants, spiders, bed bugs, and rodents.

The CLIENT hereby agrees to pay an annual nonrefundable fee of \$500 (five hundred dollars), which must be included with this signed agreement.

For a period of one year upon ratification of the agreement, Pinto & Associates, Inc. shall provide the client with up to 10 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 entomologists Lawrence J. Pinto or Sandra K. Kraft.

Pinto & Associates 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 if the consultants were on site. By entering into this retainer agreement, CLIENT agrees that Pinto & Associates is not accepting liability for decisions made by CLIENT on treatments and other services based on information and advice provided by our consultants.

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 rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations 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
_____ PINTO & ASSOCIATES Authorized signature	_____ date