

**Phone Number**

Section 2 This animal control contract made this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ between Wildlife Removal Service Inc. (hereafter WRS) and \_\_\_\_\_ of \_\_\_\_\_ Phone H. \_\_\_\_\_ W. \_\_\_\_\_ who declares himself/herself to be the owner/manager (hereafter owner) of the property at \_\_\_\_\_, \_\_\_\_\_ MA or CT \_\_\_\_\_ and desires control of \_\_\_\_\_ said animal causing transient or domiciled damage at the building and/or premises stated herein.

Section 3 FEES: Non-refundable set up fee: \_\_\_\_\_ dollars (\$ \_\_\_\_\_). This fee covers the cost of setup and take down of traps. WRS will continue to trap until the live animal source of the problem is solved (provided of course it is legal for WRS to control that species). WRS reserves the right to modify the contract if circumstances such as too many non-target catches, or poor owner cooperation occurs. Before such action occurs WRS will notify owner two days in advance. Trapping for animals causing transient damage, such as digging up lawns, raided trashcans, will be done only for seven days or until the damage stops whichever comes first. Depending on the circumstances WRS reserves the right to stop trapping, continue or return at a later date.

Section 4 Refundable Security Deposit: The owner is responsible for the security of the traps. The deposit per trap is \_\_\_\_\_ dollars (\$ \_\_\_\_\_). Owners will only be requested to put the money up front if WRS believes the situation to be a high risk one. Type and number of traps used on the initial setup date. However should the traps be stolen or damaged the above figure will be required to be paid by the client.

Section 5 Price per animal/activity \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_) Cost not to exceed \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Section 6 FEES RECEIVED ON CONTRACT DATE:

Non-refundable setup fee	\$ _____		
Refundable Deposit	\$ _____		
Other Services			
Animal Pickup	\$ _____		
Exclusion/Repairs	\$ _____		
Chimney Capping	\$ _____	Stainless/ Galvanized	Other _____ \$ _____
Mass Sales Tax/ CT Sales and Service Tax	\$ _____		
Day Total	\$ _____		

**All returned Checks are charged at \$20.00 return fee**

Section 7 WRS will return to continue controlling the animal if damage reappears and is notified within \_\_\_\_\_ calendar days of the following date \_\_\_\_\_. Call must be received by 5:00 PM on the final day.

Section 8 Owner understands that he/she is responsible to provide access to the property when WRS requests it, especially when traps are set inside the building. Owner is also responsible to remove items from the access area(s) that may be damaged or soiled from WRS's work. MA State law requires that all traps be checked by WRS on a daily basis no matter what day it is. Failure to assist WRS in this regard will result in fines of \_\_\_\_\_ dollars per incident.

Section 9 RECOMMENDATIONS:

1. Cut branches away from building
2. Cover trash cans
3. Remove birdfeeder/compost pile
4. Cap chimney(s)
5. Continuously trap for mice
6. Seal all holes securely with flashing/1/4 inch hardware cloth
7. Test smoke detectors
8. Apply rabies/disease precautions in clean up
9. If safe, have cleansing fire in fire place
10. Trench/Screen porch/shed

Section 10 \_\_\_\_\_ Owner \_\_\_\_\_ Your Name (Title) \_\_\_\_\_

Owner is aware of side two

Tenant Permission (if needed.) \_\_\_\_\_

WILDLIFE REMOVAL SERVICE INC.

Mutual Obligations and Disclaimers:

## I. OWNER'S OBLIGATIONS:

A. FEES: In addition to the per animal fee, the owner shall pay Wildlife Removal Service Inc. (hereafter WRS) a minimum set up fee as specified when traps are placed. This fee shall be paid regardless of whether any animals are trapped and shall not be credited against the per animal fees.

The owner shall pay WRS a deposit per trap (when requested) as stated for trap(s) placed on the Owner's premises. Said deposits shall be returned to the owner without interest upon the return of the trap(s) to WRS, providing said trap(s) have not been damaged by reason other than the target animal or stolen. WRS has the right to use the deposit fee to pay fees incurred by the capture of target animals.

B. ACCESS & CHECKING TRAPS: The owner shall permit WRS, its agents and employees free ingress and egress to the owner's premises with necessary materials and equipment at reasonable times for the performance of the services to be rendered under this contract. Owner understands that State law requires all traps to be checked by WRS in MASS or by the owner in CT. on a daily basis. Failure to permit access to WRS may result in fines, UNLESS SPECIFIC ALTERNATIVE ARRANGEMENTS HAVE BEEN MADE. The owner is also responsible to remove/protect items that may be damaged or soiled by WRS's work. WRS is not responsible for items not removed from the working area and access points. Animals urinate and defecate at various times and may do so when being removed from a building. Further, the owner shall vacate the premises for periods required and as directed by WRS, if necessary.

C. Fines: In the event that any outstanding balance remains due to WRS after the date of the control's completion, the owner agrees to pay finance charges on said outstanding balance at the rate of 1 and 1/2 percent per month beginning thirty days after the job's completion. The Owner shall also be responsible for the cost to WRS for any checks returned by a bank for non-sufficient funds or for any other reason. In addition the owner agrees to pay for all collection costs including the cost of reasonable attorney's fees on any outstanding balance due under this contract.

D. INFORMATION: Owner is obligated to provide WRS with information regarding observed animal movements or actions in a timely manner. The Owner understands that she/he is the eyes and ears of WRS. Failure to notify WRS may result in greater damage to the property.

## II. WILDLIFE REMOVAL SERVICE INC. OBLIGATIONS:

A. WORKMANSHIP: WRS, its employees and agents will render their service in a good workmanlike manner according to the customary and approved methods and procedures prevailing in the business of animal damage

control. WRS agrees to exercise the greatest care in trapping said animal(s) in order to avoid damage to the Owner's property. However, the owner is still responsible to remove items that may be damaged in accordance with section I.B.

B. ANIMAL DISPOSITION: Said animal(s) shall be handled in accordance to owners preference as long as it abides with state law. If animal is released on owner's property, WRS can offer no guarantee that said animal will not damage property and/or reenter property.

C. EQUIPMENT: Owner understands that WRS will remove traps, add traps, change traps or any combination of the above in accordance to the situation. WRS will not always designate these changes on the contract. However, the owner will still be responsible for trap security.

III. DISCLAIMERS: The process(es) used in eradicating, evicting and controlling animal(s) subjects involves equipment that may be hazardous to human beings and animals. Therefore WRS disclaims any responsibility for any injuries or damage that may occur to any person(s) or animal(s) as a result of said trap(s) and/or equipment being used.

Further, the trap(s) themselves and any animal caught in said trap(s) may be hazardous to any person(s) or animal(s) who may get too close to said trap(s) or captured animal(s). Therefore, the owner understand and agrees that WRS will not be responsible for any injuries to any person(s) or animal(s) or for any damages resulting from any person(s) or animal(s) coming too close to said trap(s), whether said trap(s), is empty or whether there is any animal(s) trapped therein.

The target animal(s) may cause damage to the premises or cause injury to person(s), animal(s) or property prior to being captured, when captured or being released on the owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around and underneath said trap(s). It is also possible that the animal may escape while being removed from the premises by WRS. Therefore, the owner understands and agrees that WRS will not be responsible for any injuries to person(s) or animal(s) or any damage to property caused by said animal(s) while on the owner's premises.

As there may be more than one animal and/or causes regarding the Owner's complaints, WRS does not guarantee that all animals and/or animal carcasses have been found and/or removed or that the cause of owner's complaints has been rectified.

As WRS is in the business of handling animal problems, the owner understands and agrees that WRS is not responsible for disclosing any damage that may have been caused by any animal, nor is WRS liable for any damage caused by any animal, person or nature.