

130-F-13-001

P.O. Box 1480  
Auburn, ME 04211-1480  
207-795-1100  
Fax: 207-782-2894  
www.mainebedbugs.com

Thermal Solutions of  
Maine

# Fax

To: City of Portland From: Ashley  
Fax: 874-8497 Pages: 3  
Phone: \_\_\_\_\_ Date: 12/9/11  
Re: Shamuel Kargar cc: \_\_\_\_\_  
 Urgent     For Review     Please Comment     Please Reply     Please Recycle

• Comments:

Contract

of the following: (a) failure or refusal to clean, treat, or, where necessary, discard known contaminated/infested property (including without limitation mattresses, furniture, clothing, suitcases or other personal property); (b) failure or refusal to seal, clean, or where necessary, repair known or potential sources of insect harborage (such as sealing cracks and crevices in walls and floors or securing loose wallpaper); and (c) failure to remove excessive debris.

5. Heat Remediation is a very effective tool and the use of a portable generator is necessary to perform the work. Noise is kept as low as possible and it is with the understanding that this process uses a portable generator and also that the use of heating units inside a room are necessary. Window access has to be allowed for the cords to be brought into a unit.

6. Onsite parking spaces for the duration of the service must be arranged by Customer. Once equipment is established it cannot be moved until service is complete.

7. K-9 inspection included at 30 days after heat treatment.

8. K-9 Disclaimers: Thermal Solutions of Maine, Inc. is not responsible for any damage to flooring or contents during the inspection service. While certified Bed Bug Dogs are known to be extremely accurate, animals are fallible, and therefore there are NO guarantees.

9. In the event that Thermal Solutions of Maine, Inc. is asked to appear in court for any legal action in any Bed Bug related issue pertaining to this unit(s), Thermal Solutions of Maine, Inc. will be compensated at a rate of \$90.00 per person per hour.

10. PAYMENT: As stated below.

Any questions, please contact Jay Brigham or Parker Adams at 207-795-1100

**TERMS AND CONDITIONS:** The CUSTOMER warrants full cooperation with the CONTRACTOR during the life of the agreement and agrees to maintain the service areas free from any condition contributing to infestation. The CUSTOMER agrees to pay cash upon completion of initial work unless otherwise specified herein. The CONTRACTOR agrees to furnish the services indicated herein. The CONTRACTOR accepts this agreement by performing services, or offering to perform services specified herein. It is further agreed that in the event of default by the CUSTOMER in the payment of the contract price, or any part thereof under this agreement, the CONTRACTOR shall be released from guarantees, further inspections and servicing as herein provided, and the CUSTOMER agrees to pay costs, including attorney's fees, of collecting monies due for services rendered. All bills not paid within 30 days are subject to a late payment service charge of 18% per annum (1.5% per month).

THERMAL SOLUTIONS OF MAINE, INC. IS EXPRESSLY WAIVED AND RELEASED FROM ANY CLAIM FOR PERSONAL INJURY OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS CAUSED BY WOOD INFESTING ORGANISMS, INSECTS, RODENTS OR OTHER PESTS.

SERVICE CHARGE: \_\_\_\_\_

BY CONTRACTOR: [Signature] DATE 11/11/11  
(AUTHORIZED SIGNATURE)

DOWNPAYMENT: \$ 1,750.00 (Due upon completion of heating)

Parker Adams - Owner  
(PRINT NAME AND TITLE)

BALANCE DUE: \$150.00 per month for 11 months thereafter.  
(Due on the 1<sup>st</sup> of every month.)

FOR CUSTOMER: [Signature] DATE \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Shamayel Kasar DATE \_\_\_\_\_  
(PRINT NAME AND TITLE)

**Contract includes the following terms:**

- \$1750.00 for heat treatment of one unit. (Unit#3 & 2) (Includes 1<sup>st</sup> payment of: \$1600.00 for heat treatment plus \$150.00 for inspection of whole building/ 1<sup>st</sup> monthly payment)
- \$150.00 per month for monthly inspections and pesticide treatment if necessary.
- Quarter K-9 Inspection. (Preventive Maintenance)
- Additional heat treatment at discounted rate of \$1,000.00/ unit.
- 25% Discounted mattress encasements.



P.O. Box 1480 • Auburn, ME 04211-1480  
Phone: (207) 795-1100 • Fax: (207) 782-2894

**November 16, 2011**

**Shamayel Kargar  
P.O. Box 6149  
Falmouth, ME 04105**

**Ms. Kargar,**

**This letter is to inform you that Unit #1 at 167 Woodford Street, Portland Maine was inspected multiple times during the heat treatment performed in that unit and then again after the treatment was completed. There was no evidence of bed bugs seen during any of the inspections. For any further questions please feel free to call the office.**

**Thank you,  
Parker Adams  
(207) 795-1100**



P.O. Box 1480 • Auburn, ME 04211-1480  
Phone: (207) 795-1100 • Fax: (207) 782-2894

**November 11, 2011**

**Shamayel Kargar  
P.O. Box 6149  
Falmouth, ME 04105**

**To Whom It May Concern,**  
Upon inspection at 167 Woodford Street, Portland, Maine we recommend heating of units #3 plus spraying of pesticides to unit #2 to ensure the best possible outcome. Owner requested the heating of unit #2 to ensure most effective treatment.

**If you should have any questions you can reach me 207-795-1100.**

**Sincerely,  
Parker Adams  
Thermal Solutions of Maine**

To \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

**WHILE YOU WERE OUT**

M \_\_\_\_\_

of \_\_\_\_\_

Phone \_\_\_\_\_

|                   |                          |                  |                          |
|-------------------|--------------------------|------------------|--------------------------|
| TELEPHONED        | <input type="checkbox"/> | PLEASE CALL      | <input type="checkbox"/> |
| CALLED TO SEE YOU | <input type="checkbox"/> | WILL CALL AGAIN  | <input type="checkbox"/> |
| WANTS TO SEE YOU  | <input type="checkbox"/> | URGENT—RET. CALL | <input type="checkbox"/> |

Message Shamayel Karg

939 8410

CLERK

1994

TO: 8788256

P. 2/4

P.O. Box 1480 • Auburn, ME 04211-1480  
Phone: (207) 795-1100 • Fax: (207) 782-2894

*130-F-013*

Maine we recommend heating of units #3  
the heating of unit #2 to ensure most effective treatment. Owner requested  
best possible outcome.

If you should have any questions you can reach me 207-795-1100.

Sincerely,  
Parker Adams  
Thermal Solutions of Maine



P.O. Box 1480 • Auburn, ME 04211-1480  
Phone: (207) 795-1100 • Fax: (207) 782-2894

November 16, 2011

Shamayel Kargar  
P.O. Box 6149  
Falmouth, ME 04105

Ms. Kargar,

This letter is to inform you that Unit #1 at 167 Woodford Street, Portland Maine was inspected multiple times during the heat treatment performed in that unit and then again after the treatment was completed. There was no evidence of bed bugs seen during any of the inspections. For any further questions please feel free to call the office.

Thank you,  
Parker Adams  
(207) 795-1100



## Thermal Solutions of Maine

P.O. Box 1480  
Auburn, ME 04211-1480  
(207) 795-1100

Customer: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Service Date: \_\_\_\_\_

### Preparation Instructions for Extermination of Bed Bugs by Heat Treatment

#### Items that must be removed from treatment areas or be protected:

- Pets – Including fish in aquariums
- House Plants
- Fresh Food – fruits, vegetables, etc.
- Food that melts – chocolate, candy, etc.
- Wine bottles
- Prescription and over the counter drugs
- Cosmetics and deodorants
- Art Supplies
- Wax based items – candles, wax figurines and fruit, lipstick, etc.
- Anything pressurized – spray cans, fire extinguishers, oxygen bottles, hairspray, etc.
- Flammables – lighters, lamp fuel, alcohol, solvents, etc.
- Wooden and stringed musical instruments – leave the cases
- Family heirlooms and irreplaceable items should be inspected and a determination made as to whether they should be treated.
- Please remove any clutter or empty bags and boxes (This is a great time to clean out unused or unwanted items.)

*\*Heavily cluttered areas will decrease the effectiveness of the treatment!\**

The crew will be going into all the draws and closets, so if there is anything that you don't want the crew to find or see please remove it!!!

Any Items that you remove (as noted above) should be packed in tightly sealed plastic containers or in plastic bags. Carefully inspect the items before you package them up to remove. If there is any bed bug activity on the item, leave the item in the bathroom. We will attempt to treat the item, but will not be responsible for any damage. **NOTE: DO NOT reuse the bags once you return and put the item back.**

- Note: "Do NOT Disturb" Bedding or furniture before treatment.

#### Clothing:

Prior to our arrival, all clothing, extra stored bedding, linens and other soft goods **MUST** be washed in **HOT** water, steam cleaned, dry cleaned, or placed in a commercial dryer on high heat for a minimum of one hour to kill bed bugs. Clothing that is hanging in closets is ok to leave hanging. It is **ESSENTIAL** that all laundry be done **BEFORE** our arrival, and cannot be brought back into the home until the treatment is complete.

*Special Note: In order to prevent reintroduction of bed bugs, heat treat all clothing to be worn the day of treatment. Do not bring or wear clothing back into the building, unless it has been heat treated.*

#### Larger fabric items – comforters, heavy blankets, sleeping bags, etc.:

- These items should be left in the area being heated, as they are likely to shelter insects.
- Place these items in open weave laundry baskets. Pack the items very loosely to allow for air circulation. Do not pack in plastic bags.

**Papers, smaller items, etc.:**

- A Thermal Remediation treatment requires moving large amounts of air to be successful. All items that can be blown around and possibly damaged need to be protected
  - Loose papers need to be gathered and boxed.
  - Glass items, knick-knacks, etc. will need to be secured. Do not leave breakable items on shelves or other areas where damage could happen.
  - Pictures, paintings, and other wall mounted items will need to be taken down to prevent damage.

**Electronics – televisions, computers, video players, stereos, etc.:**

- Electronics are a hiding place for bed bugs. Do not remove electronics from areas being treated.
- Unplug all electronics. This includes computers, stereos, tvs, ipods, mp3 players, gaming systems, clock radios, etc.
- Disconnect all electronic appliances by unplugging from the wall outlet.
- Remove batteries from all units.

**Waterbeds and airbeds:**

- Waterbeds will need to be drained. If the waterbed is not drained, it will prevent the frame from reaching lethal temperatures.
- Airbeds will need to be partially deflated to avoid damage.
- Select comfort type airbeds with an electronic pump must be partially deflated and unplugged from the wall outlet.

**\*\*Upon re-entering your home you will notice a few things:**

- The room temperature will be elevated. A cool down period may be needed to attain temperatures that you are comfortable with. Open windows to help with cooling.
- During the heating process many of your belongings are shifted around in order to achieve the best distribution of heat. Unfortunately, it is your responsibility to put things back where you want them. We apologize for any inconvenience that this may cause.

**\*\*\*\*Please vacuum all carpets and wash all floors & dust/clean furniture\*\*\*\***

**\*\*\*\*Dirty or unsanitary conditions will result in the denial to perform treatment services.\*\*\*\***

**\*\*\*\*Failure to comply with any of the above requirements will result in denial to perform services as agreed to in the contract. A non-compliance fee of \$500.00 will be due and a new service agreement will need to be executed.\*\*\*\***

If you should have any questions regarding these procedures, please do not hesitate to contact Thermal Solutions of Maine at:

**(207) 795-1100**



P.O. Box 1480  
Auburn, ME 04211-1480  
207-795-1100  
Fax: 207-782-2894  
www.mainebedbugs.com



# Fax

|                     |                    |
|---------------------|--------------------|
| To: Shamayel Kargar | From: Parker Adams |
| Fax: 878-8256       | Pages: 5           |
| Phone:              | Date: 11/8/11      |
| Re:                 | cc:                |

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

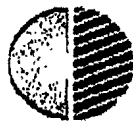
• Comments:

- Contract (Revised)
- Heat Treatment Instructions  
(TO BE HANDED OUT TO TENANTS WHO WILL BE RECEIVING HEAT TREATMENT)

~~\*~~ - Tenant MUST Follow Heat Treatment instructions in order to ensure treatment is successful.

---

## Pest Management Service Agreement



# Thermal Solutions of Maine

P.O. Box 1480  
Auburn, Me 04211-1480  
(207) 795-1100

|                                     |                             |                                       |   |   |      |
|-------------------------------------|-----------------------------|---------------------------------------|---|---|------|
| Customer:<br><b>Shamayel Kargar</b> |                             |                                       | Service Contact:<br><b>Shamayel Kargar</b>      |   |      |
| Street:<br><b>P.O. Box 6149</b>     |                             |                                       | Service Location:<br><b>167 Woodford Street</b> |   |      |
| City:<br><b>Falmouth</b>            | State:<br><b>ME</b>         | Zip:<br><b>04105</b>                  | City:<br><b>Portland</b>                        | State:<br><b>ME</b>   | Zip: |
| Phone:<br><b>207-939-8410</b>       | Fax:<br><b>207-878-8256</b> | Type of Property:<br><b>Apartment</b> |   | <input type="checkbox"/> Renewal  |      |
| Cell Phone:                         | Service Phone:              | Service to be Performed:              |   | <input type="checkbox"/> K-9 Pest Detection<br><input type="checkbox"/> Thermal Remediation |      |
| Email:                              | Date of Service:            |                                       | Expiration Date:                                |   |      |

**Service Agreement:** Thermal Solutions of Maine, Inc., as the CONTRACTOR, agrees to manage the below named pests in accordance with the terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest management.

**PESTS TO BE MANAGED:** Bedbugs

**SERVICES & PRODUCTS INCLUDED:** Heat Treatment of Unit #3 & preventive treatment of all 6 units with pesticides. As stated below.

### SPECIAL INSTRUCTIONS:

This Service Agreement for remedial treatment of Bed Bugs (the "Agreement") is entered into by and between the Customer named above (the "Customer") and Thermal Solutions of Maine, Inc. ("Thermal Solutions of Maine, Inc."). All terms and conditions of the Agreement are contained herein and are limited only to the treatment of Bed Bugs (*Cimex Lectularius*), and DO NOT apply either to the treatment of or protection against any other pests nor to the provision of any other service whatsoever.

**1. SERVICES PROVIDED:** For purposes of this Agreement, "control" is defined as the periodic reduction of existing bed bug infestations within practical limits. Customer acknowledges that, while the methods used by Thermal Solutions of Maine, Inc. are effective for the purposes intended, there is no guarantee that the Bed Bugs will be eradicated completely or permanently. New infestation can appear if Bed Bugs are reintroduced into the structure. The treatments and services provided hereunder apply only to the infestation detected by Thermal Solutions of Maine, Inc. at the initial inspection. Treatment of new or additional infestations if any, that appear after the initial inspection and treatment, shall be subject to a separate Agreement and fee.

**2. AREAS SERVICED:** Thermal Solutions of Maine, Inc. will attempt to detect and treat potential Bed Bug infestation and activity within the structure of the premises as it deems appropriate in its sole discretion. Customer agrees to provide access to all areas and contents of the structure at the scheduled time of service. In the event Thermal Solutions of Maine, Inc. is denied access to any part of the interior of the structure or its contents, Thermal Solutions of Maine, Inc. may not provide treatment and Customer agrees to pay a service fee of \$500.00, plus will be charged for a return visit (when determined to be ready) to provide treatment to the unit as priced on Agreement.

**3. CUSTOMER'S OBLIGATIONS:** Customer agrees to ensure that all preparation from attached checklists (Appendix A & B) are completed and to maintain the premises subject to this Agreement in a condition which doesn't promote further infestations of Bed Bugs. Specifically, Customer agrees to maintain the premises in a clutter free condition and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

**4. PERFORMING THE WORK:** Thermal Solutions of Maine, Inc. will perform the work in a workmanlike manner consistent with established industry practices. Thermal Solutions of Maine, Inc. will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Thermal Solutions of Maine, Inc. be responsible for damage caused by Thermal Solutions of Maine, Inc. at the time the work is performed except those damages resulting from its gross negligence.

Customer acknowledges that its failure to adhere to Thermal Solutions of Maine, Inc.'s treatment recommendations may interfere with the effectiveness of Thermal Solutions of Maine, Inc.'s treatments. Customer specifically accepts sole responsibility for the consequences

of the following: (a) failure or refusal to clean, treat, or, where necessary, discard known contaminated/infested property (including without limitation mattresses, furniture, clothing, suitcases or other personal property); (b) failure or refusal to seal, clean, or where necessary, repair known or potential sources of insect harborage (such as sealing cracks and crevices in walls and floors or securing loose wallpaper); and (c) failure to remove excessive debris.

5. Heat Remediation is a very effective tool and the use of a portable generator is necessary to perform the work. Noise is kept as low as possible and it is with the understanding that this process uses a portable generator and also that the use of heating units inside a room are necessary. Window access has to be allowed for the cords to be brought into a unit.

6. Onsite parking spaces for the duration of the service must be arranged by Customer. Once equipment is established it cannot be moved until service is complete.

7. K-9 inspection included at 30 days after heat treatment.

8. K-9 Disclaimers: Thermal Solutions of Maine, Inc. is not responsible for any damage to flooring or contents during the inspection service. While certified Bed Bug Dogs are known to be extremely accurate, animals are fallible, and therefore there are NO guarantees.


9. In the event that Thermal Solutions of Maine, Inc. is asked to appear in court for any legal action in any Bed Bug related issue pertaining to this unit(s), Thermal Solutions of Maine, Inc. will be compensated at a rate of \$90.00 per person per hour.

10. PAYMENT: As stated below.

Any questions, please contact Jay Brigham or Parker Adams at 207-795-1100

**TERMS AND CONDITIONS:** The CUSTOMER warrants full cooperation with the CONTRACTOR during the life of the agreement and agrees to maintain the service areas free from any condition contributing to infestation. The CUSTOMER agrees to pay cash upon completion of initial work unless otherwise specified herein. The CONTRACTOR agrees to furnish the services indicated herein. The CONTRACTOR accepts this agreement by performing services, or offering to perform services specified herein. It is further agreed that in the event of default by the CUSTOMER in the payment of the contract price, or any part thereof under this agreement, the CONTRACTOR shall be released from guarantees, further inspections and servicing as herein provided, and the CUSTOMER agrees to pay costs, including attorney's fees, of collecting monies due for services rendered. All bills not paid within 30 days are subject to a late payment service charge of 18% per annum (1.5% per month).

**THERMAL SOLUTIONS OF MAINE, INC. IS EXPRESSLY WAIVED AND RELEASED FROM ANY CLAIM FOR PERSONAL INJURY OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS CAUSED BY WOOD INFESTING ORGANISMS, INSECTS, RODENTS OR OTHER PESTS.**

|   |   |
|---|---|
| SERVICE CHARGE: _____   | BY CONTRACTOR:  DATE 11/8/11 |
|   | (AUTHORIZED SIGNATURE)  |
| DOWNPAYMENT: \$ 1,150.00 (Due upon completion of heating)   | <u>Parker J. Adams - Owner</u>  |
|   | (PRINT NAME AND TITLE)  |
| BALANCE DUE: \$150.00 per month for 11 months thereafter.<br>(Due on the 1 <sup>st</sup> of every month.) | FOR CUSTOMER: _____ DATE _____  |
|   | (AUTHORIZED SIGNATURE)  |
|   | _____<br>(PRINT NAME AND TITLE)   |

- Contract Includes the Following Terms:**
- \$1,150.00 for heat treatment of one unit. (Unit#3) (Includes 1<sup>st</sup> payment of: \$1,000.00 for heat treatment plus \$150.00 for inspection of whole building/ 1<sup>st</sup> monthly payment)
  - \$150.00 per month for monthly inspections and pesticide treatment if necessary.
  - Quarter K-9 Inspection. (Preventive Maintenance)
  - Additional heat treatment at discounted rate of \$1,000.00/ unit.
  - 25% Discounted mattress encasements.



### K-9 Inspection Report

Customer: Shamayel Karger  
 Service Address: 167 Woodford St., Portland, ME  
 Contact Number: 207-939-8410 Date of Inspection: 11/2/11  
 K-9 Inspection indicated presence of Bed bugs? Yes (Apt. 3)  
 Visual Evidence of Bed Bugs? Yes (Apt. 3)

**Detailed Description of areas inspected:**

Units 1,3,4,5,6  
All Hallways

**Detailed description of areas that tested positive for Bed Bugs:**

Unit #3 - K-9 indicated presence of bed bugs  
in All bedrooms  
- visual siting of bed bugs in Master  
bedroom bed

No indication of bed bugs in Units #1,4,5,6

Thermal Solutions of Maine certifies that on 11/2/11, that visual and K-9 inspections  
 of the areas listed above, found ( there are/ no ) evidence of bed bugs at the above address.

Certified K-9 Handler: [Signature] Date: 11/2/11

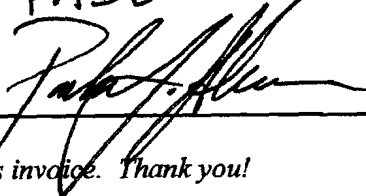


P.O. Box 1480  
 Auburn, ME  
 04211-1480  
 (207) 795-1100

# Invoice

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 11/14/2011 | 132       |

|  |
|--|
| Bill To  |
| Shamayel Kargar<br>167 Woodford Street<br>Portland, ME<br>(207) 939-8410 |

| Description  | Amount                    |                 |          |            |  |
|--|---------------------------|-----------------|----------|------------|--|
| Thermal Remediation services performed at the above address.   | 1,750.00                  |                 |          |            |  |
| Sales Tax  | 0.00                      |                 |          |            |  |
| <div data-bbox="140 1623 678 1803" data-label="Form"> <table border="1"> <tr> <td>Date Paid <u>11/14/11</u></td> <td>Ck# <u>1923</u></td> </tr> <tr> <td>MC _____</td> <td>VISA _____</td> </tr> </table> </div> <div data-bbox="723 1610 1098 1927" data-label="Text"> <p>#1,750.00<br/> <b>PAID IN FULL</b><br/> </p> </div> | Date Paid <u>11/14/11</u> | Ck# <u>1923</u> | MC _____ | VISA _____ |  |
| Date Paid <u>11/14/11</u>  | Ck# <u>1923</u>           |                 |          |            |  |
| MC _____   | VISA _____                |                 |          |            |  |
| <i>Payment due upon receipt of this invoice. Thank you!</i>  | <b>Total</b> \$1,750.00   |                 |          |            |  |

*Balance = \$0*

of the following: (a) failure or refusal to clean, treat, or, where necessary, discard known contaminated/infested property (including without limitation mattresses, furniture, clothing, suitcases or other personal property); (b) failure or refusal to seal, clean, or where necessary, repair known or potential sources of insect harborage (such as sealing cracks and crevices in walls and floors or securing loose wallpaper); and (c) failure to remove excessive debris.

5. Heat Remediation is a very effective tool and the use of a portable generator is necessary to perform the work. Noise is kept as low as possible and it is with the understanding that this process uses a portable generator and also that the use of heating units inside a room are necessary. Window access has to be allowed for the cords to be brought into a unit.

6. Onsite parking spaces for the duration of the service must be arranged by Customer. Once equipment is established it cannot be moved until service is complete.

7. K-9 Inspection included at 30 days after heat treatment.

8. K-9 Disclaimers: Thermal Solutions of Maine, Inc. is not responsible for any damage to flooring or contents during the inspection service. While certified Bed Bug Dogs are known to be extremely accurate, animals are fallible, and therefore there are NO guarantees.

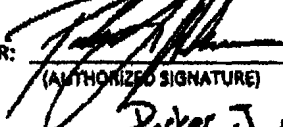
9. In the event that Thermal Solutions of Maine, Inc. is asked to appear in court for any legal action in any Bed Bug related issue pertaining to this unit(s), Thermal Solutions of Maine, Inc. will be compensated at a rate of \$90.00 per person per hour.

10. PAYMENT: As stated below.

Any questions, please contact Jay Brigham or Parker Adams at 207-795-1100

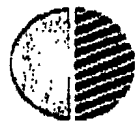
**TERMS AND CONDITIONS:** The CUSTOMER warrants full cooperation with the CONTRACTOR during the life of the agreement and agrees to maintain the service areas free from any condition contributing to infestation. The CUSTOMER agrees to pay cash upon completion of initial work unless otherwise specified herein. The CONTRACTOR agrees to furnish the services indicated herein. The CONTRACTOR accepts this agreement by performing services, or offering to perform services specified herein. It is further agreed that in the event of default by the CUSTOMER in the payment of the contract price, or any part thereof under this agreement, the CONTRACTOR shall be released from guarantees, further inspections and servicing as herein provided, and the CUSTOMER agrees to pay costs, including attorney's fees, of collecting monies due for services rendered. All bills not paid within 30 days are subject to a late payment service charge of 18% per annum (1.5% per month).

**THERMAL SOLUTIONS OF MAINE, INC. IS EXPRESSLY WAIVED AND RELEASED FROM ANY CLAIM FOR PERSONAL INJURY OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS CAUSED BY WOOD INFESTING ORGANISMS, INSECTS, RODENTS OR OTHER PESTS.**

|   |   |                        |
|---|---|------------------------|
| SERVICE CHARGE: _____   | BY CONTRACTOR:  | DATE: 11/4/11          |
|   | (AUTHORIZED SIGNATURE)  |                        |
| DOWNPAYMENT: \$ 1,150.00 (Due upon completion of heating)   | <u>Parker J. Adams - Owner</u>  |                        |
|   | (PRINT NAME AND TITLE)  |                        |
| BALANCE DUE: \$150.00 per month for 11 months thereafter.<br>(Due on the 1 <sup>st</sup> of every month.) | FOR CUSTOMER: _____   | DATE _____             |
|   | (AUTHORIZED SIGNATURE)  |                        |
|   |   | DATE _____             |
|   |   | (PRINT NAME AND TITLE) |

- Contract includes the Following Terms:**
- \$1,150.00 for heat treatment of one unit. (Unit#3) (1<sup>st</sup> payment due: \$1,000.00 for heat treatment plus one month security)
  - \$150.00 per month for monthly inspections and pesticide treatment if necessary.
  - Quarter K-9 Inspection. (Preventive Maintenance)
  - Additional heat treatment at discounted rate of \$1,000.00/ unit.
  - 25% Discounted mattress encasements.

## Pest Management Service Agreement



# Thermal Solutions of Maine

P.O. Box 1480  
Auburn, Me 04211-1480  
(207) 795-1100

|                                     |                             |                                       |   |   |      |
|-------------------------------------|-----------------------------|---------------------------------------|---|---|------|
| Customer:<br><b>Shamayel Kargar</b> |                             |                                       | Service Contact:<br><b>Shamayel Kargar</b>      |   |      |
| Street:<br><b>P.O. Box 6149</b>     |                             |                                       | Service Location:<br><b>167 Woodford Street</b> |   |      |
| City:<br><b>Falmouth</b>            | State:<br><b>ME</b>         | Zip:<br><b>04105</b>                  | City:<br><b>Portland</b>                        | State:<br><b>ME</b>   | Zip: |
| Phone:<br><b>207-939-8410</b>       | Fax:<br><b>207-878-8256</b> | Type of Property:<br><b>Apartment</b> |   | <input type="checkbox"/> Renewal  |      |
| Cell Phone:                         | Service Phone:              | Service to be Performed:              |   | <input type="checkbox"/> K-9 Pest Detection<br><input type="checkbox"/> Thermal Remediation |      |
| Email:                              | Date of Service:            |                                       | Expiration Date:                                |   |      |

**Service Agreement:** Thermal Solutions of Maine, Inc., as the CONTRACTOR, agrees to manage the below named pests in accordance with the terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest management.

**PESTS TO BE MANAGED:** Bedbugs

**SERVICES & PRODUCTS INCLUDED:** As stated below.

### SPECIAL INSTRUCTIONS:

This Service Agreement for remedial treatment of Bed Bugs (the "Agreement") is entered into by and between the Customer named above (the "Customer") and Thermal Solutions of Maine, Inc. ("Thermal Solutions of Maine, Inc."). All terms and conditions of the Agreement are contained herein and are limited only to the treatment of Bed Bugs (*Cimex Lectularius*), and DO NOT apply either to the treatment of or protection against any other pests nor to the provision of any other service whatsoever.

**1. SERVICES PROVIDED:** For purposes of this Agreement, "control" is defined as the periodic reduction of existing bed bug infestations within practical limits. Customer acknowledges that, while the methods used by Thermal Solutions of Maine, Inc. are effective for the purposes intended, there is no guarantee that the Bed Bugs will be eradicated completely or permanently. New infestation can appear if Bed Bugs are reintroduced into the structure. The treatments and services provided hereunder apply only to the infestation detected by Thermal Solutions of Maine, Inc. at the initial inspection. Treatment of new or additional infestations if any, that appear after the initial inspection and treatment, shall be subject to a separate Agreement and fee.

**2. AREAS SERVICED:** Thermal Solutions of Maine, Inc. will attempt to detect and treat potential Bed Bug infestation and activity within the structure of the premises as it deems appropriate in its sole discretion. Customer agrees to provide access to all areas and contents of the structure at the scheduled time of service. In the event Thermal Solutions of Maine, Inc. is denied access to any part of the interior of the structure or its contents, Thermal Solutions of Maine, Inc. may not provide treatment and Customer agrees to pay a service fee of \$500.00, plus will be charged for a return visit (when determined to be ready) to provide treatment to the unit as priced on Agreement.

**3. CUSTOMER'S OBLIGATIONS:** Customer agrees to ensure that all preparation from attached checklists (Appendix A & B) are completed and to maintain the premises subject to this Agreement in a condition which doesn't promote further infestations of Bed Bugs. Specifically, Customer agrees to maintain the premises in a clutter free condition and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

**4. PERFORMING THE WORK:** Thermal Solutions of Maine, Inc. will perform the work in a workmanlike manner consistent with established industry practices. Thermal Solutions of Maine, Inc. will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Thermal Solutions of Maine, Inc. be responsible for damage caused by Thermal Solutions of Maine, Inc. at the time the work is performed except those damages resulting from its gross negligence.

Customer acknowledges that its failure to adhere to Thermal Solutions of Maine, Inc.'s treatment recommendations may interfere with the effectiveness of Thermal Solutions of Maine, Inc.'s treatments. Customer specifically accepts sole responsibility for the consequences

P.O. Box 1480  
Auburn, ME 04211-1480  
207-785-1100  
Fax 207-782-2894  
www.mainebedbugs.com



# Fax

|                     |                    |
|---------------------|--------------------|
| To: Shamayel Kargar | From: Parker Adams |
| Fax: 878-8056       | Pages: 5           |
| Phone:              | Date: 11/4/11      |
| Re:                 | cc:                |

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

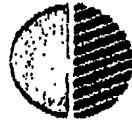
• Comments:

- Contract
- Heat Treatment Instructions  
(TO BE HANDED OUT TO TENANTS  
WHO WILL BE RECEIVING  
HEAT TREATMENT)





# Pest Management Service Agreement



## Thermal Solutions of Maine

P.O. Box 1480  
Auburn, Me 04211-1480  
(207) 795-1100

|                                     |                             |                                       |   |   |                  |
|-------------------------------------|-----------------------------|---------------------------------------|---|---|------------------|
| Customer:<br><b>Shamayel Kargar</b> |                             |                                       | Service Contact:<br><b>Shamayel Kargar</b>      |   |                  |
| Street:<br><b>P.O. Box 6149</b>     |                             |                                       | Service Location:<br><b>167 Woodford Street</b> |   |                  |
| City:<br><b>Falmouth</b>            | State:<br><b>ME</b>         | Zip:<br><b>04105</b>                  | City:<br><b>Portland</b>                        | State:<br><b>ME</b>   | Zip:             |
| Phone:<br><b>207-939-8410</b>       | Fax:<br><b>207-878-8256</b> | Type of Property:<br><b>Apartment</b> |   | <input type="checkbox"/> Renewal  |                  |
| Cell Phone:                         | Service Phone:              | Service to be Performed:              |   | <input checked="" type="checkbox"/> Pest Detection<br><input checked="" type="checkbox"/> Thermal Remediation |                  |
| Email:                              |                             |                                       | Date of Service:                                |   | Expiration Date: |

**Service Agreement:** Thermal Solutions of Maine, Inc., as the CONTRACTOR, agrees to manage the below named pests in accordance with the terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest management.

**PESTS TO BE MANAGED:** Bedbugs

**SERVICES & PRODUCTS INCLUDED:** Heat Treatment of Unit #3 & preventive treatment of all 6 units with pesticides. As stated below.

**SPECIAL INSTRUCTIONS:**

This Service Agreement for remedial treatment of Bed Bugs (the "Agreement") is entered into by and between the Customer named above (the "Customer") and Thermal Solutions of Maine, Inc. ("Thermal Solutions of Maine, Inc."). All terms and conditions of the Agreement are contained herein and are limited only to the treatment of Bed Bugs (*Cimex Lectularius*), and DO NOT apply either to the treatment of or protection against any other pests nor to the provision of any other service whatsoever.

1. **SERVICES PROVIDED:** For purposes of this Agreement, "control" is defined as the periodic reduction of existing bed bug infestations within practical limits. Customer acknowledges that, while the methods used by Thermal Solutions of Maine, Inc. are effective for the purposes intended, there is no guarantee that the Bed Bugs will be eradicated completely or permanently. New infestation can appear if Bed Bugs are reintroduced into the structure. The treatments and services provided hereunder apply only to the infestation detected by Thermal Solutions of Maine, Inc. at the initial inspection. Treatment of new or additional infestations if any, that appear after the initial inspection and treatment, shall be subject to a separate Agreement and fee.

2. **AREAS SERVICED:** Thermal Solutions of Maine, Inc. will attempt to detect and treat potential Bed Bug infestation and activity within the structure of the premises as it deems appropriate in its sole discretion. Customer agrees to provide access to all areas and contents of the structure at the scheduled time of service. In the event Thermal Solutions of Maine, Inc. is denied access to any part of the interior of the structure or its contents, Thermal Solutions of Maine, Inc. may not provide treatment and Customer agrees to pay a service fee of \$500.00, plus will be charged for a return visit (when determined to be ready) to provide treatment to the unit as priced on Agreement.

3. **CUSTOMER'S OBLIGATIONS:** Customer agrees to ensure that all preparation from attached checklists (Appendix A & B) are completed and to maintain the premises subject to this Agreement in a condition which doesn't promote further infestations of Bed Bugs. Specifically, Customer agrees to maintain the premises in a clutter free condition and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to Bed Bugs.

4. **PERFORMING THE WORK:** Thermal Solutions of Maine, Inc. will perform the work in a workmanlike manner consistent with established industry practices. Thermal Solutions of Maine, Inc. will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Thermal Solutions of Maine, Inc. be responsible for damage caused by Thermal Solutions of Maine, Inc. at the time the work is performed except those damages resulting from its gross negligence.

Customer acknowledges that its failure to adhere to Thermal Solutions of Maine, Inc.'s treatment recommendations may interfere with the effectiveness of Thermal Solutions of Maine, Inc.'s treatments. Customer specifically accepts sole responsibility for the consequences

of the following: (a) failure or refusal to clean, treat, or, where necessary, discard known contaminated/infested property (including without limitation mattresses, furniture, clothing, suitcases or other personal property); (b) failure or refusal to seal, clean, or where necessary, repair known or potential sources of insect harborage (such as sealing cracks and crevices in walls and floors or securing loose wallpaper); and (c) failure to remove excessive debris.

5. Heat remediation is a very effective tool and the use of a portable generator is necessary to perform the work. Noise is kept as low as possible and it is with the understanding that this process uses a portable generator and also that the use of heating units inside a room are necessary. Window access has to be allowed for the cords to be brought into a unit.

6. Onsite parking spaces for the duration of the service must be arranged by Customer. Once equipment is established it cannot be moved until service is complete.

7. K-9 inspection included at 30 days after heat treatment.

8. K-9 Disclaimers: Thermal Solutions of Maine, Inc. is not responsible for any damage to flooring or contents during the inspection service. While certified Bed Bug Dogs are known to be extremely accurate, animals are fallible, and therefore there are NO guarantees.

9. In the event that Thermal Solutions of Maine, Inc. is asked to appear in court for any legal action in any Bed Bug related issue pertaining to this unit(s), Thermal Solutions of Maine, Inc. will be compensated at a rate of \$90.00 per person per hour.

10. PAYMENT: As stated below.

Any questions, please contact Jay Brigham or Parker Adams at 207-795-1100

**TERMS AND CONDITIONS:** The CUSTOMER warrants full cooperation with the CONTRACTOR during the life of the agreement and agrees to maintain the service areas free from any condition contributing to infestation. The CUSTOMER agrees to pay cash upon completion of initial work unless otherwise specified herein. The CONTRACTOR agrees to furnish the services indicated herein. The CONTRACTOR accepts this agreement by performing services, or offering to perform services specified herein. It is further agreed that in the event of default by the CUSTOMER in the payment of the contract price, or any part thereof under this agreement, the CONTRACTOR shall be released from guarantees, further inspections and servicing as herein provided, and the CUSTOMER agrees to pay costs, including attorney's fees, of collecting monies due for services rendered. All bills not paid within 30 days are subject to a late payment service charge of 18% per annum (1.5% per month).

**THERMAL SOLUTIONS OF MAINE, INC. IS EXPRESSLY WAIVED AND RELEASED FROM ANY CLAIM FOR PERSONAL INJURY OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS CAUSED BY WOOD INFESTING ORGANISMS, INSECTS, RODENTS OR OTHER PESTS.**

SERVICE CHARGE: \_\_\_\_\_

BY CONTRACTOR:  DATE 11/11/11  
(AUTHORIZED SIGNATURE)

DOWNPAYMENT: \$ 1,750.00 (Due upon completion of heating)

 - Owner  
(PRINT NAME AND TITLE)

BALANCE DUE: \$150.00 per month for 11 months thereafter.  
(Due on the 1<sup>st</sup> of every month.)

FOR CUSTOMER: \_\_\_\_\_ DATE \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINT NAME AND TITLE) DATE \_\_\_\_\_

**Contract includes the Following Terms:**

- \$1750.00 for heat treatment of one unit. (Units 3 & 2) (includes 1<sup>st</sup> payment of: \$1600.00 for heat treatment plus \$150.00 for inspection of whole building/ 1<sup>st</sup> monthly payment)
- \$150.00 per month for monthly inspections and pesticide treatment if necessary.
- Quarter K-9 Inspection. (Preventive Maintenance)
- Additional heat treatment at discounted rate of \$1,000.00/ unit.
- 25% Discounted mattress encasements.