

January 13, 2006

Exterminator
Protecting Your Address
Perhaps Undeservedly

Dear Sparky (or supervising manager):

Please let this serve as written notice following several verbal notices that I have terminated our contract for non-compliance. When I signed a contract for one year of service with you on June 10, 2005, I looked forward to eliminating all pests on my property, including:

- a serious ant infestation inside and outside my house (after the first treatment, two separate colonies established inside my home—one in my dishwasher and one in my coffee maker);
- a probable black widow infestation in the yard and shed;
- and a serious rat infestation in my attic and on my property.

[Thing One] was very reassuring during the sales process and said that the yearlong commitment on both our parts would ensure that the infestations would be stopped in the first one or two visits, and that continuing treatment would keep the pests from coming back.

[Thing Two] came on July 20 to do the initial reconnaissance and treatment of the attic and inside and outside of the house. He also treated the lawns, the shed, and the driveway where the biggest ant colony was located. I liked [Thing Two] very much; he was polite and informative and let me know what was happening at each step, and let me know what kind and how many traps had been placed in the attic. He said that they would be back to check the traps, and that if I heard snapping before he came back to just call and someone would be over to pick up the traps.

Another technician came on August 9, and was less thorough than [Thing Two]. I only have his initials: TT. He only treated the outside perimeter of the house, and I had to call him back to check inside the house where I now had a colony of ants in my dishwasher. He treated it

and said that he would check back with me to see if the problem was solved. I then asked him to check the attic for rats, and sure enough there was a dead rat in a trap, covered with ants. He took it away and reset the trap. I'm sure it would still be up there if I had not asked him to come back and look.

Shortly thereafter, I went away for a few days and came home to find that the ant colony had moved to my coffee maker. I called and once again TT came out to spray. I cannot find a record of this visit, but I am sure that the two infestations were close together and that one was not recorded, or at least I did not receive a service receipt.

Fast-forward three and a half months. That's right: *three and a half months* went by between the August 9 visit and the next one on November 18, 2005. When the technician showed up on November 18, I told him that my partner had been speaking with management to let them know that their methods and attention to the infestations had been insufficient, and that the ants only went away after my partner sprayed everywhere himself. The rats continued building their nesting community in the attic. I could hear them all night long, running along the beams and burrowing in the insulation.

I told the technician on this visit that I was contesting the contract and that I was in the process of firing Pied Piper. He said that he had just come for the regular maintenance. I told him that he was welcome to do whatever he came to do but that I would not be paying for the visit and would continue to contest the contract. He indicated that he understood and went around the perimeter on his inspection.

It has now been six months since I signed the contract with you, and there are still rats in my attic. There are fewer ants present, but I attribute that to my partner's attention more than to yours because they didn't stop coming in the house until we started spraying ourselves.

In addition, the rats have now expanded into my shed. This formerly clean, safe place to store my yard equipment and baby strollers is now blanketed in rat feces. The last time I opened the door, a rat with "Goliath" tattooed across his chest just sat there looking at me. I haven't been in there since.

Given the preceding, you can imagine my unwillingness to pay the "past-due" invoice I received in the mail today. I am especially surprised that no one has contacted my partner or me in response to our complaints. And still the rats party it up in my attic. I hear them during the day as I work at my desk, and I hear them at night as I fall asleep. They are very busy, those rats.

I will be more than happy to honor the contract if it can be shown that [Exterminators] held up their end of the agreement. However, given the persistence of the problem and the scarcity of service, I seriously doubt a successful debate on the matter. I mean, who leaves a trap and then doesn't check it for three and a half months? [Exterminators], I suppose.

I'll continue to consider our contract null and void, especially considering that my partner began going through channels via telephone, I notified the technician of our dissatisfaction, and refused the receipt for the visit. Any work done on that visit was done after I said that I would not pay for it.

In the event none of the above messages have been absorbed, this is written notification of termination of the contract between Mindy Roberts and [Exterminators]. I would cite the contract number but it is not indicated on the original agreement, nor is [Exterminators]'s license number.

I'm not sure what else I need to do, but I sure don't plan to honor the rest of the contract or pay the outstanding balance. The treatment has been ineffective and the attention to the problem insufficient. The rat infestation continues to be a source of stress and a continuing health concern for my three small children aged seven, five and four, and for me.

You may reach me during the day at 123-456-7890.

Sincerely,

Mindy Roberts