Shared Responsibility Contract For Non-Agriculture

This is an example of a contract. Any written contract that is equally effective and compliant with the law is satisfactory or meets the requirements of Act 451, Part 83, Pesticide Control and regulations promulgated thereunder.

This is to document an agreement between Company A and Company B to identify roles and responsibilities relative to licensed commercial pesticide application services. This agreement is intended to provide a transition of pesticide application consent for service agreements from Company A to Company B and structure provisions for customer service information.

1. Company A may or may not be a licensed commercial pesticide applicator business, but Company B must hold a current commercial pesticide applicator business license with the Michigan Department of Agriculture and Rural Development. Company A must have the legal authority to represent one or more customers. Company B must be licensed in all applicable license categories for which services are rendered to the customer.

2. Company A agrees to obtain the customer's oral or written consent for service from the customer. The consent for service shall include the name, address, and telephone number of Company B and the approximate schedule, frequency, and duration of anticipated services. Company A shall notify Company B that the oral or written consent for service is in place.

3. It shall be the responsibility of Company A to verify the intended location of treatment as part of the consent for service agreement.

4. It shall be the responsibility of Company B to apply the pesticide to the treatment location in compliance with Act 451, Part 83, Pesticide Control; Regulation 636, Pesticide Applicators; and Regulation 637, Pesticide Use; except as noted within this agreement.

5. Company A agrees to act as an authorized agent of Company B to provide the following written risk and benefit information to the customer or to the customer's authorized agent no later than at the time of initial pesticide application:
   (a) The definition of a pesticide.
   (b) A general description of how pesticides work.
   (c) Why pesticides are used.
   (d) General toxicity information related to all of the following:
      (i) The type of compound used.
      (ii) The environment in which the pesticide is applied.
      (iii) General exposure information.
      (iv) The amount or rate of pesticide applied.
      (v) Proper pesticide applications in compliance with the label.
   (e) Common sense precautionary measures for the customer regarding pesticides.
   (f) General information on the environmental fate of pesticides.

(g) Instructions to the customer to discuss site preparation and precautionary measures with the pesticide applicator.
(h) Instructions to the customer to consult with a physician if an unusual reaction occurs.

6. Company A and Company B agree that Company A or B (choose one) will provide the following information to the customer or to the customer's authorized agent. The customer is the individual that receives the pesticide application service. The information shall be provided either at the time of the application or electronically within 48 hours after the application if Company A or Company B has the written approval of the customer or the customer's authorized agent. Company A or Company B (choose one) will provide written details on who will be the authorized agent responsible for providing the customer with the customer service information described below:
   (a) The name, address, and telephone number of the firm that provides the pesticide application services.
   (b) The full name of the applicator who provides services.
   (c) A general description of the target pest or pests to be controlled.
   (d) A list of the pesticides applied, including the common name of the active ingredient.
   (e) The time and date of the application.
   (f) Applicable precautionary warnings or reentry restrictions which appear on the label of the pesticide or pesticides that are applied.

7. When requested by the customer or his or her authorized agent, Company A shall provide all of the following documents to the customer:
   (a) Product labels.
   (b) Material Safety Data Sheets/Safety Data Sheets.
   (c) Environmental protection agency fact sheets, if available.
   (d) A document that specifies the rate of application of the active ingredients of the products applied.

Each company shall maintain a copy of this contract and must display a copy at the request of the director of the Michigan Department of Agriculture and Rural Development or the director's representative.

The individuals signing below certify by their signatures that they are authorized to sign this agreement on behalf of their company, and that the parties will fulfill the terms of the agreement. This agreement may be modified by mutual agreement in writing by both parties. Cancellation of this agreement may be performed by either party in writing.

_____ _____

Authorized Representative of Company A Date

_____ _____

Authorized Representative of Company B Date