

LOCATION OF TREATMENT/INSPECTION STICKER

SUBTERRANEAN TERMITE AGREEMENT - RETREATMENT ONLY
(EXCLUDING FORMOSAN TERMITES)

COMMERCIAL

Your Company Name

RESIDENTIAL

Address
City, State Zip
Phone Number

| | | |
|------------------|------------------|--------------------|
| CUSTOMER | CONTACT DATE: | WEATHER PERMITTING |
| | JOB DATE: | |
| SERVICE LOCATION | OWNER'S PHONE: | OCCUPANT: |
| | OCCUPANTS PHONE: | |

This agreement by and between the two parties indicated above and hereinafter referred to as "CONTRACTOR" (the seller) and "CUSTOMER" (the buyer).

The CONTRACTOR agrees to furnish subterranean termite control service to the structure(s) specified above under "service location" and to guarantee this treatment for a period of _____ year from date, under the following terms and conditions and ACCORDING TO THE SPECIFICATIONS ITEMIZED ON THE REVERSE SIDE OF THIS CONTRACT.

The CUSTOMER agrees to pay the CONTRACTOR upon completion of initial work, compensation for labor, material and services a sum of _____ Dollars (\$ _____) to be paid as follows _____ (_____ % interest to be added to installment portion).

The CUSTOMER warrants full cooperation with the CONTRACTOR during the life of this agreement and agrees to maintain the treated area free from any condition contributing to infestation by subterranean termites such as moisture from drains or faulty plumbing, firewood, trash, lumber or wood in direct contact with the ground.

The CUSTOMER agrees that any additions or alterations to the building covered by this contract during the guarantee period shall not be covered by this guarantee, nor will any re-infestation in the old building originating from any addition thereto come within the scope of this guarantee, unless such addition is treated by the CONTRACTOR and the cost of such treatment paid by the CUSTOMER. It is also understood that unless otherwise specified in writing, this contract covers only the main building at the above indicated address.

The benefits of this contract shall be transferred to any subsequent OWNER of the property within the guarantee period, provided that such subsequent owner, within thirty (30) days after being informed of this contract assumes all future obligations of the CUSTOMER hereunder.

This agreement contains disclaimers, limitations and conditions. Please see reverse side.

CONDITIONS OF SALE

The CONTRACTOR agrees to furnish the services indicated hereon for cash paid upon completion of initial work unless otherwise specified herein if time payments is agreed, default in any payment due constitutes a breach of agreement by CUSTOMER and makes the total balance under this contract due immediately as liquidated interest on delinquent accounts to be added at the maximum legal rate until paid in full. This agreement is accepted by the CONTRACTOR by performing services or offering to perform services specified herein it is further agreed and understood 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 future inspections and serving as herein provided in the event this contract is voided or cancelled by the CUSTOMER before work has been started it is agreed that the CONTRACTOR may make a reasonable liquidating charge as compensation for office paperwork, mileage and any other expense attributable to this contract.

ANNUAL SERVICE AGREEMENT

ANNUAL CONTRACT EXTENSION it is further agreed that the CONTRACTOR will extend for an additional period of _____ years, the protection features of this agreement including inspection, chemical retreatments if needed and warranties for the amount of \$ _____ per year, or may increase after 1st year. Said payment to be made within thirty (30) days of the anniversary date of this contract. Failure by the CUSTOMER to pay this fee voids the extension of this contract. CUSTOMERS may transfer this agreement with a \$25.00 transfer fee payable to YOUR COMPANYNAME within thirty (30) days of the transfer of the treated property.

Only such agreements as are clearly specified in this contract shall be binding upon parties hereto:

| | |
|------------|---------------------------------|
| CONTRACTOR | CUSTOMER SIGN HERE |
| By _____ | X _____ By _____ Title _____ |

GENERAL PROVISIONS

(Please Read Carefully Before Signing)

1. INSPECTION AND BOOSTER TREATMENT

YOUR COMPANY NAME, shall provide at no additional cost an inspection and if needed, a booster retreatment at an additional cost during the five years following the completion of the initial treatment.

2. **YOUR COMPANY NAME**, shall treat future occurrences of termite infestation for a period of five years from the anticipated date of the initial treatment.

3. BOOSTER TREATMENT AND RENEWAL OPTIONS

The Buyer has the option of a booster treatment which puts them on a year to year renewal basis after the five year period. Failure to exercise this booster treatment and renewal option shall void any rights to additional renewals.

4. ADDITIONS OR ALTERATIONS

Alterations or additions to the treated structure during the guaranty period that, in the Company's opinion, create new wood destroying organism hazards or that interfere with the chemical protection barrier shall void all guaranties.

5. NOTICES

All notices may be sent to the Buyer at his mailing or street address set forth above in the service location. However, it is customers responsibility to renew this termite bond annually in their anniversary month.

6. LIMITATIONS

The Buyer's liability to **YOUR COMPANY NAME**, under this agreement is limited to the payment of any monies due. The costs of collection, and the company's statutory lien rights. **YOUR COMPANY NAME**, liability to the Buyer under this agreement and any guaranties expressed herein is limited to retreatment by the Company at its expense; and it shall not be responsible for consequential damages, including damage to structure or contents.

7. PROPERTY DAMAGE

The Buyer acknowledges that damages to real and personal property may occur in the course of treatment even with the exercise of due care, and agrees that **YOUR COMPANY NAME**, shall not be responsible for any property damage (including damage to roof) unless caused willfully or by gross negligence.

8. OWNERSHIP AND AGENCY

The Buyer represents that he or she (and his or her spouse, if married) is the owner in fee simple of the real property upon which the structure is located. If this agreement is signed by an agent of the Buyer, the agent represents that he or she has actual authority from the Buyer to enter into this agreement as his, her or their agent.

9. COST OF COLLECTION

The defaulting party shall be responsible for the costs of collection of any sums due to **YOUR COMPANY NAME**, including reasonable attorney's fees for collection, trial and appellate services.

10. BINDING CONTRACT

This agreement constitutes a binding contract between **YOUR COMPANY NAME**, and the Buyer named in the Special Provisions, and the receipt and sufficiency of the consideration for it is acknowledged by the parties.