

Your Company Name
Address
City, State Zip
Phone Number

**WOOD-DESTROYING ORGANISMS
SERVICE AGREEMENT**

(other than Subterranean Termites)

Description of structure(s) to be serviced:

Service Name _____
Address _____
City _____
State _____ Zip _____
Telephone _____

Date of Treatment:

Billing Name _____
Address _____
City _____
State _____ Zip _____
Telephone _____

<input type="checkbox"/> Carpenter Ants	<input type="checkbox"/> Carpenter Bees	<input type="checkbox"/> Water-Conducting Fungi	<input type="checkbox"/> Old House Borers
<input type="checkbox"/> Brown Rot Fungi	<input type="checkbox"/> Moisture Ants	<input type="checkbox"/> Powder Post Beetles	<input type="checkbox"/> Other (indicate) _____

1. The letterhead company, hereinafter referred to as "the Company", agrees to render such services as to provide for control of wood-destroying organisms at the above referenced structure(s), for a period of _____ month(s) from the above referenced date of treatment. During the term of this Agreement, the person or company listed with the above captioned billing address, hereinafter referred to as "the Purchaser", or his agent, shall notify the Company of any signs of infestation of the above indicated wood-destroying organism(s) in a timely manner. Upon receipt of timely notification of such signs of infestation, the Company shall arrange to provide control measures toward same at no additional cost to the Purchaser, at a mutually agreeable time.
2. It is the responsibility of the Purchaser to make the structure(s) available for treatment and/or periodic inspection by the Company. Failure to do so shall nullify the terms of this agreement.
3. This agreement may be extended for a maximum of _____ years from the date of treatment, at a cost of _____ per year, payable to the Company. The Company reserves the right to amend the cost of renewing this agreement after the _____ year.
4. The Purchaser, or his agent, agrees to pay the sum of _____ to the Company for the initial service. The terms of payment shall be as follows: _____
5. The Purchaser acknowledges that no warranty is expressed or implied regarding the presence of damages arising from the wood-destroying organisms indicated above. The Purchaser understands that damage from wood-destroying organisms may exist in areas which are not visible or which are obstructed from view. The Purchaser agrees that the Company shall not be held liable for existing or new damage to the above referenced structure(s) or contents arising from infestation by the above indicated wood-destroying organisms. It is further understood that the Company shall be held harmless for responsibility for damages to the subject structure from the above indicated wood-destroying organisms that may occur in areas that are not visible or accessible to representatives of the Company during their periodic reinspections or retreatments of the subject structure. **ANY LIABILITIES ARISING FROM THIS AGREEMENT SHALL BE RESTRICTED TO THE PURCHASE PRICE OF THE TREATMENT.**
6. Any controversy or claim arising out of, or relating to this Agreement, or from services rendered under its terms, will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
7. It is the responsibility of the Purchaser, or his agent, to notify the Company of any intended structural modifications or excavations in order that the Company may render or propose to render whatever services it deems necessary for the continued control of subterranean termites at the above referenced structure(s).
8. It is the responsibility of the Purchaser, or his agent, to fully disclose to the Company prior to treatment services all information that is relevant regarding the construction of the structure(s) including, but not limited to, the existence and placement of wells or cisterns, plenum airspaces, crawlspaces, embedded ductwork, concealed pipes or cables, waterproofing, high water tables, drainage systems, dampness or water conditions, etc. **FAILURE TO DIVULGE SUCH INFORMATION TO THE COMPANY SHALL FOREVER AND FULLY RELEASE THE COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF THIS AGREEMENT.**
9. Other (indicate) _____

10. The Purchaser hereby acknowledges to having read this document, understands that it affects the rights and responsibilities of all parties, and agrees to be bound by the terms contained within it.

Purchaser/Agent _____ Date _____
Representing the Company _____ Date _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third working day after executing this transaction.