

**Alabama Defined Termite Protection Plan**

**THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT. THIS CONTRACT IS FOR DEFINED POST CONSTRUCTION SOIL TREATMENT.**

Your Company Name

Address  
City, State & Zip  
Phone Number(s)

Purchaser \_\_\_\_\_ Home Ph. \_\_\_\_\_ Work Ph. \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Property Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Email \_\_\_\_\_  
 Description of Structure(s) Covered \_\_\_\_\_

Effective with the date of initial treatment and for one year thereafter, for the sum of \$ \_\_\_\_\_, Your Company Name will provide a liquid barrier treatment to the identified property to control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*) and Formosan subterranean termites (*Coptotermes spp.*).

Your Company Name will extend service annually to the Purchaser for so long as Purchaser may own the property for \$ \_\_\_\_\_ per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Your Company Name reserves the right to revise the annual renewal charge.

During the term of this Plan, any further treatment found necessary by Your Company Name will be performed free of charge. Your Company Name will reinspect the identified property annually or at any time the Purchaser requests it or if Your Company Name believes it necessary.

This Plan provides protection against new subterranean termite damage to the structure and contents, occurring subsequent to the effective date of this Agreement. If new damage occurs during the term of this Agreement, Your Company Name will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Your Company Name and pay the entire cost of labor and materials. New damage is defined as damage done by covered subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate of \$300,000 during the term of this Plan.

**PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS - Purchaser understands Your Company Name's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:**

<p><input type="checkbox"/> Initial 20% down-payment of \$ _____ by cash, check or credit card will be due upon acceptance of this agreement by Your Company Name, with the remaining balance to be paid upon completion of the initial treatment or installation.</p> <p><input type="checkbox"/> One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Your Company Name.</p> <p><input type="checkbox"/> One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Your Company Name to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.</p> <p>Credit Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> Am. Ex.</p> <p>Credit Card # _____</p> <p>Exp. Date _____</p> <p>Name (as it appears on credit card) _____</p> <p>Cardholder Signature _____</p>	<p style="text-align: center;"><b>SUMMARY OF CHARGES AND PAYMENTS</b></p> <p>1. SERVICE(S) PURCHASED</p> <p>A. Initial Treatment or Installation and First Year's Service</p> <p>B. Additional Annual Renewals _____ _____ yr(s) (limit 2) @ \$ _____ = _____</p> <p>Subtotal (Sum A + B) _____</p> <p>2. TAX _____ = _____</p> <p>3. TOTAL (1 + 2) _____ = _____</p> <p>4. LESS \$ _____ DOWN PAYMENT _____ = _____</p> <p>5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT _____ - _____</p> <p>6. BALANCE TO BE PAID TO YOUR COMPANY NAME AT COMPLETION (Sum 3 - 4 - 5) _____ = _____</p> <p><b>BALANCE TO BE PAID BY (Check One):</b>  <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card</p>
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In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Your Company Name for additional services at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

**ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED \_\_\_\_\_ ARE PART OF THIS PLAN.**

Your Company Name has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termicide(s) which will be used to treat the above-named property. Purchaser's Initials \_\_\_\_\_

The Initial treatment will occur within 30 days of the date of the contract and be completed as set forth herein.

**NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.**

In the event you have any questions or complaints, you may contact a Your Company Name representative by calling 256-501-1079.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Purchaser First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Date \_\_\_\_\_  
 Your Company Name Representative (signature) \_\_\_\_\_ Date \_\_\_\_\_  
 Your Company Name Representative (print name) \_\_\_\_\_ Date \_\_\_\_\_  
 How would you prefer to be notified of upcoming services?  Postcard  Phone  E-mail \_\_\_\_\_

## TERMS AND CONDITIONS

- 1. EXISTING DAMAGE.** Your Company Name is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement or occurring prior to the Effective Date of this Agreement. Damage discovered after the Effective Date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before that date. Because damage may be present in areas which are inaccessible to visual inspection, Your Company Name does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.
  - 2. FUTURE DAMAGE, LIMITATION OF LIABILITY.** IN CONSIDERATION OF THE SUMS CHARGED BY YOUR COMPANY NAME HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT YOUR COMPANY NAME SHALL NOT HAVE PROPERLY PERFORMED ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF YOUR COMPANY NAME IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE RETREATMENT FOUND NECESSARY BY YOUR COMPANY NAME FREE OF CHARGE AND TO ARRANGE AND PAY FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR CHOSEN BY YOUR COMPANY NAME OF THE COST OF LABOR AND MATERIALS TO REPAIR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT TO THE EXTENT PROVIDED HEREIN. PURCHASER EXPRESSLY RELEASES YOUR COMPANY NAME FROM, AND AGREES TO INDEMNIFY YOUR COMPANY NAME WITH RESPECT TO ANY OTHER OBLIGATIONS TO PURCHASER WHATSOEVER. Your Company Name is not responsible for any repair or replacement to the Structures unless arranged for by Your Company Name or authorized to be performed in its entirety in writing by an officer of Your Company Name. Any other unauthorized repair and/or replacement will terminate the liability of Your Company Name for the repair of any damage to the identified property automatically without further notice. THIS PLAN DOES NOT GUARANTEE, AND Your Company Name DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
  - 3. WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Your Company Name and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Your Company Name shall have no responsibility for repairs with respect to water leakage.
  - 4. ADDITIONS, ALTERATIONS.** This Agreement covers the Structures described on the Inspection Graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will notify Your Company Name prior to such event and will purchase additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice, in the event of any such change, Your Company Name reserves the right to adjust the annual renewal charge. The failure of Your Company Name to notice any such changes does not release Purchaser from the obligations set forth in this paragraph.
  - 5. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Your Company Name during the term of this Agreement. The only obligations of Your Company Name to Purchaser arising out of or relating to this Agreement are (i) to re-treat as found necessary by Your Company Name and (ii) to arrange for the necessary repairs or replacement by a contractor chosen by Your Company Name and pay the entire cost of labor and materials for new subterranean termite damage occurring after the Effective Date of this Agreement to the extent provided herein, and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser for anything other than for Your Company Name to re-treat the Structures, and/or pay the entire cost of labor and materials for new subterranean termite damage occurring after the Effective Date of this Agreement to the extent provided herein, Purchaser shall pay all of the costs and expenses of Your Company Name relating to or arising out of such claim. Purchaser must allow Your Company Name access to the Structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Your Company Name. The failure to allow Your Company Name such access will terminate this Agreement without further notice.
  - 6. DISCLAIMER.**
    - A. The liability of Your Company Name under this Agreement will be terminated if Your Company Name is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Your Company Name.
    - B. This Agreement provides for treatment and re-treatment (as stated herein) for subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) and Formosan termites (*Coptotermes spp.*). This Agreement does not provide any treatment for drywood termites (*Kalotermites spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), aerial (above-ground) infestations of any kind, carpenter ants or beetles, or any other wood destroying organisms.
    - C. This Agreement does not cover and Your Company Name will not be responsible for damage resulting from or services required for:
      - (1) any and all damage resulting from termites and/or any other wood destroying organisms except as specifically provided herein.
      - (2) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
      - (3) masonry failure or grade alterations.
      - (4) inherent structural problems, including but not limited to, wood to ground contacts.
      - (5) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures.
      - (6) the failure of Purchaser upon notice from Your Company Name to promptly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to termite infestation.
- EXCEPT AS OTHERWISE PROHIBITED BY LAW, YOUR COMPANY NAME DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF YOUR COMPANY NAME SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 7. CHANGE IN LAW.** Your Company Name performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Your Company Name reserves the right to revise the annual renewal charge or terminate this Agreement.
  - 8. NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Your Company Name has the right to terminate this Agreement. In addition, cost of collection shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
  - 9. ENTIRE AGREEMENT.** This Termite Plan, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.
  - 10. SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
  - 11. MANDATORY ARBITRATION.** Purchaser and Your Company Name agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this Agreement or the relationships which result from this Agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Your Company Name will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration Agreement shall be limited as follows: any arbitration proceeding under this Agreement will not be consolidated or joined with any arbitration proceeding under any other Agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgement upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration Agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.
  - 12. LIMITED ASSIGNABILITY.** This Agreement is assignable by Purchaser to a new owner of the property for a period of one year from the effective date of this Agreement and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Your Company Name after its inspection of the property which consent, if given, shall be in writing signed by Your Company Name and accepted in writing by Purchaser.