

Your Address  
City, State Zip

Phone Number(s)  
Lic. #

**YOUR COMPANY NAME  
/ LOGO**

**SERVICE CONTRACT FOR TREATMENT OF SUBTERRANEAN TERMITES  
(EXCLUDES FORMOSAN TERMITES AND ANY AERIAL INFESTATION BY TERMITES)**

**THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS CONTRACT IS FOR DEFINED POST CONSTRUCTION SOIL TREATMENT.**

DATE: \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

CUSTOMER'S ADDRESS: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

TREATMENT ADDRESS: \_\_\_\_\_

STRUCTURE(S) TREATED: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

**GENERAL CONDITIONS**

This Contract between Your Company Name (hereinafter "Your Name") and Customer (hereinafter "Customer"), covers only the primary structure listed above. (No fences, detached garages; out-buildings, decks or other building or construction at the above address are covered unless specified in writing and shown on the diagram.) **NOTE: All references to termites apply only to Native Eastern Subterranean Termites.** This Contract provides treatment for Native Eastern Subterranean Termites (genus *Reticulitermes*) only. This Contract does not control or protect against Formosan Termites (*Coptotermes Formosanus Shiraki*) and any aerial (above ground) infestation of any kind, such as but not limited to, drywood, dampwood or formosan termites (*Kalotemes, Incisitermes, Cryptotermes*), carpenter ants, powder post beetles, or wood boring beetles. This Contract does not provide for protection from or treatment for any other wood destroying organism, mold, fungus, insect or pest.

For the sum of \$ \_\_\_\_\_ Your Name will inspect and treat the identified structure(s) for a period of (1) one year and is effective \_\_\_\_\_ through \_\_\_\_\_. This contract may be renewed annually after the first anniversary of the initial term herein and can be renewed for up to nine (9) years thereafter, as specified in Paragraph 3 for an annual renewal fee of \$ \_\_\_\_\_. The annual renewal fee may be adjusted after the third anniversary date of this Contract, at the sole discretion of Your Name, but will not be increased by more than 10% each year thereafter. Customer understands that Your Name's liability under this Contract is limited to providing a **REMEDIAL TREATMENT ONLY** and in no way, implied or otherwise, is Your Name responsible for damage to or repairs of the structure(s) or contents. **THIS CONTRACT IS VOID WITHOUT THE ATTACHED COMPLETED DIAGRAM OF THE STRUCTURE TREATED. PAYMENT TERMS:** The initial Contract price shall be payable as follows: \_\_\_\_\_. The annual renewal fee will be billed to Customer as follows:  on each anniversary  other \_\_\_\_\_.

**Your Name AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**1. SELECTION OF TREATMENT.** Your Name agrees to apply a standard stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the chemical manufacturer's instructions, U.S. EPA approved labels and the requirements of federal and state laws and regulations. Customer will cooperate with Your Name as to the application of the liquid termiticide. Customer will comply with ALL requirements of the liquid termiticide. Customer will comply with ALL requirements of the manufacturer of the chemicals, as expressed on the labels of the chemicals, and federal and state laws and regulations of which Customer is deemed to be on notice.

**2. PERFORMING THE WORK.** Your Name will perform the work in a workman-like manner. Your Name will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s) plants or animals. Under no circumstances or conditions shall Your Name be responsible for damage caused by Your Name at the time the work is performed except those damages resulting from gross negligence on the part of Your Name.

**3. RENEWAL FEE & INSPECTION.** Your Name will perform a visual inspection of readily accessible areas of the structure(s) annually for the renewal fee as set forth herein above. Your Name will not open walls, remove floor coverings or move furniture. This Contract will renew on an annual basis for up to nine (9) years from the initial anniversary date, unless either party gives notice in writing at least thirty (30) days prior to any anniversary date, of its election not to renew the Contract. The annual renewal fee may be adjusted after the third anniversary date of this Contract, at the sole discretion of Your Name, but will not be increased by more than 10% each year thereafter. Customer may terminate this Contract, notwithstanding the thirty (30) day notice requirement, upon receipt of Your Name's notice of increase in fees. However, if Customer does not cancel this Contract by the required time period by written notice, then this Contract will automatically renew for an additional one (1) year period and the Customer shall be responsible for paying the renewal fee as set forth in this paragraph. Customer understands that, upon the anniversary of the tenth year, this contract will expire, if not cancelled earlier as provided herein, and Your Name will not continue inspection and treatment of the premises unless Customer executes a new Contract and pays the fee set forth therein as required by Your Name.

**4. CONDITIONS CONDUCIVE TO INFESTATION.** Customer will fully cooperate with Your Name during the term of this Contract, and will maintain the area(s) treated free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, cellulose debris, or standing water under pier type structure. Customer will notify Your Name of and eliminate faulty plumbing, leaks, and dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under this area(s) treated. Your Name may terminate this Contract if Customer fails to correct any condition, including, but not limited to the conditions listed above, which contribute or may contribute to infestation, and Your Name will be released from any further obligation under the contract upon notice of termination to Customer. Customer agrees that Your Name will not be held responsible for any damage caused to the structure(s) treated as a result of any said conditions. The Customer must report any signs and/or evidence of termites or damage within fourteen (14) days of discovery of said infestation and/or damage. Failure of Your Name to notify Customer of any of the above conditions does not relieve Customer of responsibility under this paragraph, or waive Your Name's right to terminate this Contract.

**5. ADDITIONS OR ALTERATIONS.** This Contract covers only the structure(s) identified herein. Prior to the structure(s) being modified, altered or otherwise changed, or removal or addition of soil around the foundation, Customer will notify Your Name in writing. Such additions may result in the need for additional treatment of the premises. Your Name reserves the right to terminate this Contract if Customer fails to notify Abolute of any modifications, alteration or change to any structure(s) or soil around the foundation of any structure(s). Additional services because of any addition or alteration will be provided by Your Name at the Customer's expense, and may require an adjustment in the annual renewal fee.

**6. CHANGE IN LAW.** This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state or local law or regulation be changed regarding Your Name services or treatment, Your Name may take whatever steps are necessary to comply with said laws.

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract (**specifically**) including **the ARBITRATION CLAUSE contained in Paragraph 16 and SPECIFIC EXCLUSIONS contained in Paragraph 17 on the reverse side** with all its terms and conditions without limitation, and it being Specifically understood that Your Name Termite & Pest Control, and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise. **Customer may cancel this Contract at any time prior to midnight of the third (3rd) business day after execution of this Contract.**

\_\_\_\_\_  
Date Customer

\_\_\_\_\_  
Date Customer

\_\_\_\_\_  
Date Your Name's Representative

**ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE**

**7. NON-PAYMENT.** Customer will pay Your Name's invoices upon receipt. Your Name may terminate this Contract if payment is not received with thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due Your Name, Your Name shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Your Name. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.

**8. EXISTING DAMAGE.** Your Name is not responsible for the repair of either visible termite damage (noted on the attached diagram) or of hidden damage existing as of the date of the Contract. The diagram covers only those areas that were visible, accessible and unobstructed at the time of inspection and does not cover areas such as, but not limited to, areas enclosed or inaccessible, concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances or stored articles, or any area in which inspection would necessitate removing or defacing any part of the structure. Because damage may be present in areas which are inaccessible to a visual inspection, Your Name does not guarantee that the damage disclosed on the attached diagram represents all of the existing damage, whether visible or hidden, as of the date of this contract. The diagram is not drawn to scale.

**9. DAMAGE.** Your Name is not responsible for (1) any past or existing termite damage to the structure(s) or its contents at the date of this Contract caused by wood-destroying insects or organisms, including termites, whether visible or hidden, or (2) any costs or expenses incurred by Customer as a result of such damage, or (3) any damage caused by or related to any of the conditions described in Paragraph 4 above. If at any time during the term of this Contract, Native Eastern Subterranean Termites appear and infest the structure(s) during the term of this contract and are found by a representative of Your Name, Your Name agrees to provide a remedial full or spot treatment of the structure(s) treated. Such treatment shall be the only duty of Your Name and the sole remedy of Customer. Your Name shall not be liable for any repairs or replacement of structural damage. THIS CONTRACT DOES NOT COVER EITHER THE REPLACEMENT OR REPAIR OF ANY PORTION OF THE STRUCTURE(S) AFFECTED BY TERMITE DAMAGE, EITHER PRIOR TO OR AFTER THE TREATMENT PROVIDED FOR HEREIN. THIS CONTRACT PROVIDES FOR REMEDIAL TREATMENT ONLY.

**10. ENTIRE CONTRACT.** This Contract, together with attachment(s), if any, constitutes the entire Contract between the parties. No other representation or statements, whether oral or written, are binding upon the parties.

**11. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of the Contract must be made immediately in writing to Your Name. Your Name is only obligated to perform under this Contract if the Customer allows Your Name access to the identified structure for any purpose contemplated by the Contract, including but not limited to reinspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by Your Name.

**12. SEVERABILITY.** If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.

**13. DISCLAIMER.** (A) Your Name's liability under this Contract will terminate if Your Name is prevented from fulfilling its responsibilities under this Contract by circumstances or causes beyond the control of Your Name. (B) This Contract specifically excludes protection from Formosan Termites (*Coptotermes Formosanus Shiraki*). This Contract only provides treatment for Native Eastern Subterranean Termites (genus *Reticulitermes*). (c) Your Name disclaims any liability for special, incidental or consequential damage. Your Name MAKES NO GUARANTIES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. Your Name EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The use of the word "will" in connection with an action by Your Name or Customer expresses a contractual obligation to perform such action and does not constitute a warranty by either party regarding the performance of such action.

**14. TRANSFERABILITY.** This Contract will terminate upon transfer of ownership of the described structure(s). However, Your Name, at its discretion, may transfer the contract to a new purchaser provided the new purchaser signs a transfer addendum, as purchaser, and signs a graph showing the condition of the structure(s) at transfer, pays a fee to cover administrative cost of transfer, and pays a renewal fee as established by Your Name. Upon transfer of this Contract to a new owner at the discretion of Your Name, this Contract shall thereafter provide for the retreatment of the covered structure only, with no repair warranty being provided.

**15. TERMINATION.** Your Name's liability under this Contract will terminate and Your Name will be excused from the performance of any obligations under this Contract should (1) Customer allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, (2) Customer utilize any home remedy products, "do-it-yourself" products, over-the-counter products or any chemicals to eradicate termites that could cause a negative resolution or chemical reaction, (3) Your Name be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond Your Name's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duty constituted government authority, strikes, acts of God, or refusal of Customer to allow Your Name access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

**16. BINDING ARBITRATION.** In the event of a dispute between Your Name and/or its employees and Customer arising out of or relating to this Contract, or to the identified property in any way, whether by virtue of contract, tort, or otherwise, including but not limited to the interpretation of the terms and conditions of this Contract, the making of the Contract, or breach of any provision of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Act (FAA), 9 U.S.C.S. 1 et. seq, controls any dispute arising out of this action. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this Contract in an effort to resolve such dispute(s) quickly and avoid the costs of litigation. Judgement upon such arbitration award may be entered in any court having jurisdiction. Each party shall be responsible for paying any attorney's fees, expert witness' fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, unless otherwise agreed by the parties or ordered by the arbitrator, and the award shall assess the arbitrator's fee and expenses accordingly. The parties expressly agree and affirm that the subject matter of this Contract involves a substantial impact upon interstate commerce, both in this individual transaction and in its aggregate impact.

Your Name Representative \_\_\_\_\_ Customer's Initials \_\_\_\_\_ Customer's Initials \_\_\_\_\_

**17. SPECIFIC EXCLUSIONS.** The Contract does not cover and Your Name will not be responsible for:

- 1) Damage resulting from moisture conditions, including but not limited to fungus or mold, whether visible or not;
- 2) Damage resulting from wood in direct contact with the soil, whether visible or not;
- 3) Damage resulting from stucco, synthetic stucco, EIFS and/or rigid foam board and/or expanded foam materials in contact with the soil and/or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not;
- 4) Damage resulting from masonry failure or grade alteration(s);
- 5) Damage and/or treatment caused by infested wood and/or furniture introduced into the structure after initial treatment;
- 6) Personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, re-treatment and/or damage repair.

**These specific exclusions are in addition to the other exclusions contained in this Contract.**

Your Name Representative \_\_\_\_\_ Customer's Initials \_\_\_\_\_ Customer's Initials \_\_\_\_\_

**18. CHEMICAL SENSITIVITY.** If customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides/termiticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify Your Name in writing, in advance of treatment of the structure(s). Your Name reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against Your Name in connection with such sensitivity.

**19. CHOICE OF LAW.** This Contract shall be constructed and enforced in accordance with the laws of the State of Alabama.