

One Year Subterranean Termite Warranty-Service Agreement



PO Box 17326
 Little Rock, AR, 72222-7326
 Little Rock 501-868-3837
 Russellville 479-968-4777
 Fayetteville 479-899-6874
 Hot Springs 501-442-5653

Date: / /

CUSTOMER		SERVICE ADDRESS	
Customer Name:		Name:	
Billing Address:		Service Address:	
City:		City:	
Home Ph:	Work Ph:	Home Ph:	Work Ph:
Description of Structure(s) Covered			

TERMS

BUILDING(S) TREATED: PRIMARY RESIDENCE

General Conditions:

This contract between Central Termite and Customer covers only the primary structure listed above. (No fences, detached garages, outbuildings, decks, or others buildings or construction at the above address are covered by this contract unless specified in writing.) This structure will be treated below first floor level only for Eastern Subterranean termites (Reticulitermes).

NOTE: All references to termites apply only to native eastern subterranean termites. This contract does not provide protection from or coverage for any other wood destroying organism, insect or any pest, including Formosan termites.

NEW JOB

For the sum of \$_____ + tax Central will provide the necessary service to protect the identified structure(s) against the infestation of native eastern subterranean termites. This Contract does not cover any infestation of, or damage by, any other wood destroying organism other than those identified here in above. **THIS CONTRACT IS VOID WITHOUT AN ATTACHED COMPLETED GRAPH OF THE TREATED STRUCTURE.** This contract may be renewed annually, as specified in Paragraph 3 below, for a maximum of ten (10) renewals.

CENTRAL TERMITE AND PEST CONTROL AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SELECTION OF TREATMENT

Central Termite agrees to apply stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the directions of the manufactures of the chemicals. U.S. EPA approved labels, and the requirements of federal and state law and regulations.

2. SERVICES PROVIDED

Central Termite will conduct a thorough visible inspection of the premises for evidence of infestation by Bed bugs and will provide treatment for the control of the Bed Bugs as determined appropriate by Central termite. Central termite will apply pest control products in accordance with the directions of the manufacturers of the products; U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of the Contract "control" is defined as the periodic eradication of existing Bed Bug infestations within practical limits.

3. AREAS SERVICED

Central Termite and Pest Control will apply treatment, as it deems appropriate, to all potential bed bug harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event Central Termite is denied access to the interior of the structure, Central Termite is denied access to the interior of the structure, Central Termite will not provide treatment and Customer agrees to pay a service charge for a return visits to provide treatment of the structure.

4. RENEWAL FEE & INSPECTION

Central Termite will perform a visual inspection of the structure(s) annually for a renewal fee of \$_____ + tax. The inspection will be of readily accessible areas. Central Termite will not open walls, remove floor coverings or move furniture. This contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the anniversary date. Central Termite reserves the right to adjust the renewal fee annually. Customer shall have the right to terminate this contract, notwithstanding the thirty (30) day notice requirement, upon receipt of Central Termite and Pest Control's notice of increase in fees. After the expiration of the fifth renewal date, Central termite reserves the right to retreat the said property at the owner's expense. Renewal fee will not be accepted by the Central Termite and Pest Control unless the annual inspection has been performed by the Central Termite and Pest Control representative.

5. TRANSFERABILITY

This contract shall terminate upon transfer of ownership of the described structure(s). A new Contract may be issued by Central termite to a new Purchaser provided the new Purchaser signs a Contract as Purchaser and signs a graph showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer, the term of the Contract will be extended to one full year upon payment of the renewal fee established by the Central Termite and Pest Control.

6. CONDITIONS CONDUCIVE TO INFESTATION

Customer warrants full cooperation with Central Termite Central Termite and Pest Control during the term of this contract, and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water under pier type structure. Customer agrees to notify Central Termite and Pest Control of and to eliminate faulty plumbing, leaks, and dampness from drains, condensation or leaks from the roof or otherwise onto, or under said area(s) treated. Specifically, if faulty roofs are the cause of creating termite damage in any form, the cost of repairs will be the sole responsibility of the owner and not Central Termite. Central Termite reserves the right to terminate the contract if Customer fails to correct any condition, including, but not limited to, the conditions listed above, which contribute or may contribute to infestation. Central is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Central Termite shall be released from any further obligation under the Contract upon notice of termination to Customer.

7. TERMINATION

Central Termite's liability under the Contract shall be terminated and Central Termite and Pest Control will be excused from the performance of any obligations under this Contract should Central Termite and Pest Control be prevented or delayed from fulfilling its responsibilities under terms of this Contract by reasons or circumstances reasonably beyond its control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, "acts of God" or refusal of Customer to allow Central Termite and Pest Control access to the structure(s) for the purpose of inspecting or carrying out other terms and conditions of this Contract.

8. EXISTING DAMAGE

Central Termite is not responsible for the repair of either visible damage (noted on the attached graph) or of hidden damage existing as of the date of this Contract. The attached graph 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, enclosed or inaccessible areas concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances, stored articles, or any portion of the structure 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. Central Termite does not guarantee the damage disclosed on the attached graph represents all of the existing damage as of the date of this Contract. The graph is not to scale.

9. DAMAGE

Central Termite shall not be responsible for (1) any past or existing damage to the structure(s) or its content at the date of this Contract caused by wood destroying organisms or insects whether visible or hidden, or (2) any cost 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 termite damage is discovered and the Central Termite and Pest Control is liable for said damage, the damage will be repaired by the Central Termite and Pest Control personnel, or sub-contractor as Central desires. At no time will the Customer make repairs to damage without the Central Termite and Pest Control inspecting and having found damage and agreeing with Customer to proceed with repairs. Any repairs made without the consent of the Central Termite and Pest Control will be the sole responsibility of the Customer. Central Termite agrees to repair any and all new termite damage to the treated structure(s) (i.e., damage where live termites are found by a Central Termite and Pest Control representative at the expense and directions of Central Termite and Pest Control with the total repair and retreatment obligation to the Central Termite and Pest Control limited to \$100,000.00. Central Termite's obligation to perform under this paragraph shall arise only if all conditions herein are met. **THE CENTRAL TERMITE AND PEST CONTROL WILL NOT REPAIR ANY HIDDEN DAMAGE DISCOVERED AFTER CONTRACT DATE UNLESS LIVE ACTIVE INFESTATION IS FOUND.**

10. NOTICE OF CLAIMS, ACCESS TO PROPERTY

Any claim under the terms of the Contract must be made immediately in writing to the Central Termite and Pest Control. The Central Termite and Pest Control is only obligated to perform under this Contract if the Customer allows Central Termite access to the identified structures for any purpose contemplated by the Contract including, but not limited to re-inspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by the Central Termite and Pest Control.

11. DISCLAIMER

Central Termite's liability under this contract will be terminated if Central Termite and Pest Control is prevented from fulfilling its responsibilities under the terms of this Contract by circumstances or caused beyond the control of the Central Termite and Pest Control. This Contract specifically excludes protection from Formosan termites. This Contract only provides protection for Eastern Subterranean Termites (Reticulitermes). Central Termite and Pest Control disclaims any liability for special incidental or consequential damage. **THERE ARE NO GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. BINDING ARBITRATION

In the event of a dispute between Central Termite and Pest Control and/or its employees and Customer arising from this Contract, 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, they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge they desire arbitration of any dispute arising from this Contract in an effort to resolve such dispute(s) quickly and to avoid litigation.

For Central Termite and Pest Control _____ Customer's Initials _____

13. 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 change regarding the Central Termite and Pest Control's services or treatment, Central termite is authorized to take whatever steps necessary to be in compliance with said laws.

14. 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 shall remain in full force and effect.

15. SPECIFIC EXCLUSIONS

The Contract does not cover and Central Termite will not be responsible for:

- a. Damage resulting from moisture conditions, including, but not limited to, organic growth, whether visible or not.
- b. Damage resulting from wood in direct contact with the soil, whether visible or not.
- c. Damage resulting from stucco, synthetic stucco, EIFS and/or rigid form board 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.
- d. Damage resulting from masonry failure or grade alterations(s).
- e. Personal expenses such as lodging, meals, transportation, etc., incurred as a result of treatment, retreatment and/or damage repair.
- f. Personal property of any nature damaged by termite activity, whether active or old damage is excluded from this Contract.

For Central Termite and Pest Control _____ Customer's Initials _____

16. CHEMISTRY SENSITIVITY

If Customer or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termicides or their odors, Customer must notify Central Termite and Pest Control in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Central Termite reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waiver of any claims against Central Termite in connection with such sensitivity.

By signing this Contract, I the Customer, verify that I have read and fully understand the provisions on the front and back of this Contract, and the attached graph, with all its terms and conditions without limitations, and it being specifically understood that Central Termite and Pest Control and the undersigned are bound only by the terms of this Contract and not by any other representation(s), oral or otherwise.

Date _____ Customer(s) Signature(s) _____ Phone # _____

Date _____ Authorized Central Termite and Pest Control Agent(s) _____ Phone # _____

BUYER'S RIGHT TO CANCEL: YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.