



## SUBTERRANEAN TERMITE CONTRACT

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

SERVICE ADDRESS: \_\_\_\_\_

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

ADDITIONAL BUILDING(S) OR AREAS TREATED: \_\_\_\_\_

No fences, detached garages or out-buildings at above treatment address are included in this agreement unless specified in writing in this agreement. SEE ATTACHED INSPECTION DIAGRAM OR PHOTOS FOR BUILDING(S).

The attached inspection diagram is a part of this service agreement.

### GENERAL CONDITIONS:

Guardian Angel Exterminating agrees to perform a Termidor liquid treatment for the address listed above and will promise to eliminate termites on, within, and under your structure (within 3 months or less after treatment) for no less than \_\_\_ year(s). The initial term of this agreement will run for \_\_\_ year(s) from initial treatment.

The cost of the initial treatment and first \_\_\_ year(s) of coverage is \_\_\_\_\_. Subsequent to this period a service agreement extension may be made available to the owner. This agreement may be renewed annually after the initial warranty period by the mutual consent of both parties. Guardian angel exterminating reserves the right to revise the annual renewal fee after the first warranty period and each annual period thereafter, upon notice to the customer. All equipment and supplies shall remain the property of guardian angel exterminating. Guardian angel exterminating and customer agree to the following terms and conditions:

#### 1. PERFORMING THE WORK

Guardian Angel Exterminating will exercise care while performing any work hereunder to avoid damaging any part of the property, plants or annuals. Under no circumstances or conditions shall Guardian Angel Exterminating be responsible for damage caused at the time the work is performed except those damages resulting from gross negligence on the part of Guardian Angel Exterminating.

#### 2. CONDITIONS CONDUCIVE TO INFESTATION

The Customer warrants full cooperation with Guardian Angel Exterminating during the term of this agreement, and agrees to maintain the structure(s) and the area treated free from any conditions considered conducive to infestation, such as wood to ground contact, form boards left in place, excessive moisture, debris under or around structure, grade level too high, insufficient clearance in crawl space, expansion joints or cracks in slab, wood rot / wood fungus, heavy foliage, planter boxes abutting structure, poor drainage, insufficient ventilation, stucco on wire lathe on frame and/or rigid foam board

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and/or expanded foam materials which are in contact with the soil 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, standing water under pier type structure, or as noted in additional comments. The Customer also agrees to notify Guardian Angel Exterminating of and to eliminate faulty plumbing, leaks, and dampness from drains, gutters, down spouts, and condensation or leaks from the roof or otherwise into, onto, or under said area(s) treated. Failure of the Customer to fully correct the above conditions may result in the mollification of this service agreement. Failure of Guardian Angel Exterminating to note any of the above conditions to the Customer does not alter the Customer's responsibility under this paragraph. Water leakage in treated areas, and leakage in interior areas or through the roof or exterior walls of the identified structure(s), may destroy the effectiveness of the treatment, and is conducive to new infestation. The Customer is responsible for making timely repairs as are necessary to stop leakage. If Customer elects not to repair said defects, then Guardian Angel Exterminating shall have no further obligation under the Agreement.

### **3. ADDITIONS OR ALTERATIONS**

This agreement covers the structure(s) identified on the inspection diagram as of the date of the initial treatment. Prior to the building(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if any tampering of equipment and supplies occurs, the Customer will immediately notify Guardian Angel Exterminating in writing. Failure to notify Guardian Angel Exterminating in writing of the conditions listed above will terminate this agreement. Additional service required because of any addition or alteration may be provided by Guardian Angel Exterminating at the Customer's expense, and can require an adjustment in the renewal/monitoring fee.

### **4. NOTICE OF CLAIMS, ACCESS TO PROPERTY**

Any claim under the terms of this agreement will be made immediately in writing to the Guardian Angel Exterminating at its corporate offices. Guardian Angel Exterminating is only obligated to perform under this Agreement provided the Customer allows Guardian Angel Exterminating access to the identified structure for any purpose contemplated by this Agreement, including but not limited to re-inspection, whether the inspection was requested by the Customer or considered necessary by Guardian Angel Exterminating.

### **5. 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. In the event of a change in existing law as it pertains to the services promised herein, Guardian Angel Exterminating reserves the right to revise the annual renewal fee or terminate this Agreement.

### **6. NON-PAYMENT**

The Customer agrees that upon default of any payment due by Customer, Guardian Angel Exterminating is relieved from further obligation under this agreement. Customer also agrees to pay all reasonable collection fees, including attorney's fees, incurred by Guardian Angel Exterminating in the event of Customer's default.

### **7. DAMAGE**

Guardian Angel Exterminating shall not be responsible for: any past, existing, or future damage to the structure(s) indicated on the attached diagram. Guardian Angel Exterminating does not guarantee the damage disclosed on the attached diagram represents all of the existing damage, as of the date of the Contract.

### **8. INSPECTION DIAGRAM**

The attached inspection diagram indicates areas of visible damage found by Guardian Angel Exterminating inspection. The Customer is advised and warned that because of the nature of subterranean termites, there may be additional damage not visible, and not indicated on the diagram. Live subterranean termites may remain in parts of the structure after treatment.

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## 9. ENTIRE AGREEMENT

Attachment, if any, together with this agreement and the Inspection Diagram signed by Guardian Angel Exterminating and Customer at the time the agreement is entered into, constitute the entire agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties. This agreement can only be changed in writing by mutual agreement of both parties.

## 10. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

Guardian Angel Exterminating disclaims any liability for special, incidental or consequential damages or loss of anticipated profits. The Guarantees stated in the Agreement are given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose.

## 11. TRANSFER

Upon transfer of ownership of the structure(s), Guardian Angel Exterminating agrees to transfer service agreement if Customer agrees to the same terms and conditions and allows Guardian Angel Exterminating to inspect the property and agrees to pay a transfer fee of \$100. Upon receipt of transfer fee, Guardian Angel Exterminating will reissue a service agreement to the new owners of the property in their name.

## 12. ARBITRATION

Any dispute arising out of or relating to this agreement or the services performed under this agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This agreement involves interstate commerce; furthermore, the parties expressly agree that their mutual rights and obligations and the conduct of any arbitration proceeding shall be controlled by The Federal Arbitration Act. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated or any type of punitive damages.

The pest control operator is licensed and regulated by: Oklahoma State Department of Agriculture License #C-5980

**I fully understand and agree that this contract pertains to the control of Subterranean Termites only for the above listed structure only. Guardian Angel Exterminating does not accept responsibility for the control of any other kind of wood destroying insects or other pests not contracted and agreed to.**

**By signing this agreement, I the customer, certify that I have read the provisions above, understand them, and agree to all the terms and conditions outlined therein.**

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

DATE: \_\_\_\_\_



## **Pictures of Damage (if any) and/or Treatment Areas\***

Some of the photos included in this contract represent termite damage or activity that was visible to your technician. However, the photos may not represent ALL DAMAGE or ACTIVITY that may be present within walls or areas which may not be visible or accessible.

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## Graph of Property Treated At:

Termite damage or activity is recognized with an "X" on the above diagram of your property.

### Job Notes: