

Superior Pest Control

P.O. Box 62605

North Charleston, SC 29419

843-870-6496

Bus. Lic. # C0012089

SUBTERRANEAN TERMITE CONTROL SERVICE AGREEMENT

Description of structure(s) to be serviced:

Date of Treatment:

Service Name

Billing Name

Address

Address

City

City

State Zip

State Zip

Telephone

Telephone

1. The letterhead company, hereinafter referred to as "the Company", agrees to render such services as to provide for control of subterranean termites (except *Coptotermes Formosans*) at the above referenced structure(s), for a period of _____ year(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 or manifestations of subterranean termite infestation 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 price of the agreement is to remain the same every year for as long as Purchaser owns structure. A free booster treatment to be performed every 7 years at no additional cost.

4. The Purchaser, or his agent, agrees to pay the sum of _____ to the Company for the termite control 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 subterranean termites. The Purchaser understands that damage from subterranean termites 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 subterranean termites. It is further understood that the Company shall be held harmless for responsibility for damages to the subject structure from subterranean termites 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.** Areas of wood-to-earth or foam insulation-to-earth contact or proximity (less than 6 inches) must be corrected by the Purchaser prior to any renewal of this agreement.

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.