



Walker Pest Management

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Jackie

719-502-0555

SUBTERRANEAN TERMITE CONTROL SERVICE AGREEMENT

Description of structure(s) to be serviced:

Service Name *Vincent & Jackie Damico*
Address *306 Tanner Chase Way*
City *Greenville,*
State *SC* Zip *29607*
Telephone *719-368-9473*

Date of Treatment:

#113787

Billing Name *Same*
Address _____
City _____
State _____ Zip _____
Telephone _____

1. The letterhead company, hereinafter referred to as "the Company", agrees to render such services as to provide for control of subterranean termites at the above referenced structure(s), for a period of 1 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. This Agreement may be transferred to future owners/purchasers. Transfer fees may apply.
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 10 years from the date of treatment, at a cost of 150.00 per year, payable to the Company. The Company reserves the right to amend the cost of renewing this agreement after the 3rd year.
4. The Purchaser, or his agent, agrees to pay the sum of 200.00 to the Company for the termite control service. The terms of payment shall be as follows:
Due at time of spot treatment in front where termite activity + damage was located.
Late fees of 1.5% per month will be applied to any account with a balance over 30 days past the date of invoice, with a minimum late fee of \$5.00 per month. A \$30.00 administrative fee will be charged to any account with a returned check. Customer will be responsible for paying all fees associated with collecting payments on past due accounts, including fees associated with collection agencies and all reasonable attorney fees and court expenses.
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 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 re-inspections or retreatments of the subject structure. **Any damage arising from the negligence of this Company to properly treat structure against termite infestation shall be warranted by this Company, as long as the structure remains under continuous warranty with this Company.** Any disruption to service or warranty, including late payment shall forever and fully release the Company from any and all liability arising out of this Agreement. Areas of wood-to-earth or foam insulation-to-earth contact or proximity (less than 8 inches) must be corrected by the Purchaser prior to any renewal of this agreement. Termite damage will be considered new damage only if our company is able to find live termites in the area of damage. All other damage will be considered old or pre-existing, regardless of when it is discovered, due to the many areas of the structure that are hidden from view, and the changing environment that can cause existing damage to be visible at a later date.
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) Original treatment on 1/15/18 using Termidor EPLI. Renewal will remain in January.
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 X *[Signature]*

Date X 5-3-19

Representing the Company *Carrie Walker*

Date 5/1/2019

You, the buyer, may cancel this transaction at any time prior to midnight of the third working day after executing this transaction.