

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

Customer Name _____
Covered Premises _____
Street _____
City _____ State _____
Zip Code _____ Telephone No. (____) _____

Effective Date (Date of Treatment) ____/____/____

Burroughs Pest Control

Subterranean Termite Control

CUSTOMER AGREEMENT

Billing Address (If Different)
Street _____
City _____ State _____
Zip Code _____ Telephone No. (____) _____

Street _____
City _____ State _____
Zip Code _____ Telephone No. (____) _____

TREATMENT: This Agreement pertains only to the Covered Premises specified above and described on the attached graph and specification sheet which is part of this Agreement. The type of treatment is:

Preventive Presumptive Existing
(affected wood but no live termites) (affected wood and live termites)

COVERAGE: For a period of one year, beginning upon the Effective Date above, **BPC** Termite and Pest Control, (**BPC**) agrees to provide the necessary service and treatment for the control of Subterranean Termites for the Covered Premises for the sum of \$_____ payable on completion by cash, Mastercard, VISA, or other credit card accepted by **BPC**. In addition **BPC** warrants that it will perform any further treatment it finds necessary, free of charge for the initial and renewal terms of this Agreement subject to the Conditions of Coverage found on the reverse side. This Agreement covers Subterranean Termites only.

REPAIR: Subject to the Conditions of Coverage found on the reverse side, if Subterranean Termite damage occurs in or on Covered Premises, while this Agreement is in effect, then **BPC** will be responsible for the reasonable cost of repairs, as determined by **BPC**. No payment will be made by **BPC** unless **BPC** has been given the opportunity to inspect the Covered Premises and the area requiring repair prior to the start of any repairs.

REINSPECTION: So long as this Agreement is in affect, **BPC** will reinspect the Covered Premises in conjunction with renewal or upon reasonable request of owner.

RENEWAL: This Agreement is renewable as set forth below and annually thereafter, upon satisfactory reinspection of the Covered Premises by **BPC** and payment of a renewal fee as follows:

Renewal Month/Year ____/____ Amount \$ _____ Renewal Month/Year ____/____ Amount \$ _____ Renewal Month/Year ____/____ Amount \$ _____

This Agreement may be terminated by either party, with or without cause at the end of any one year term. This Agreement may be terminated by **BPC** at any time if Customer fails to comply with its obligations under the Conditions of coverage on the reverse side. This Agreement automatically terminates seven years from the effective Date. **BPC** reserves the right to revise the annual renewal fee after the third year, upon notice to the customer.

CHEMICAL SENSITIVITY: If you or any member of your household are or may be sensitive to chemicals or chemical odors, you should consult with your doctor before chemicals are applied in, on or under your structure.

IMPORTANT: The printed form of this Agreement contains all of the terms and conditions of the Agreement. No alterations of or additions to this Agreement (other than information required to fill in the blanks) are effective or enforceable unless the alteration or addition is signed by a Corporate Officer of **BPC** and the corporate seal is placed thereon.

NOTICE TO BUYER:

1. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT.
2. DO NOT SIGN THIS AGREEMENT BEFORE YOU THOROUGHLY READ IT OR IF IT CONTAINS ANY BLANK SPACE.
3. BUYER'S RIGHT TO CANCEL - YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MID-NIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.
4. PAYMENT MUST BE MADE PAYABLE TO BPC FOR VALID CONTRACT.

Authorized **BPC** Representative

Customer Signature

CONDITIONS OF COVERAGE

1. Due to the habits of Subterranean Termites, more than one treatment may be required to attain complete control. Additionally, Subterranean Termite damage may exist in unexposed or hidden areas of the covered Premises and **BPC** cannot assure that the damage discovered by a visual inspection of the Covered Premises is all the damage which exists at the time of inspection.
2. If **BPC** notifies Customer of any condition which prevents proper treatment or inspection or is conducive to allowing Subterranean Termite infestation, Customer shall promptly cure the condition at Customer's expense. If the condition is not cured within thirty days of notification from **BPC**, then **BPC**, at its option, may terminate this Agreement and have no further liability hereunder.
3. **BPC** is not responsible for the costs of repairs which are caused by or related to structural conditions, such as but not limited to: contact between the ground and wood, such as wood siding, support posts, wooden decks and porches, conditions such as structural flaws, foundation cracks or soil erosion allowing termites access to the Covered Premises, and moisture sources allowing termites to survive without returning to the ground, such as roofing, shower pan, water pipe, stucco or siding leaks. Furthermore, if **BPC** is chosen to remove or alter foam insulation, stucco, ect., **BPC** does so only to the extent of providing enough area to effectively provide a chemical barrier and therefore, **BPC** will not be responsible or liable for damages, repairs, redecorations, or the hauling away of debris as a result of the above.
4. This Agreement covers the premises shown on the attached graph and specification sheet as it exists on the Effective Date. After **BPC** treats the premises, any structural modification or alteration to the building or the treated soil around the foundation must be reported to **BPC**. **BPC's** obligation to repair or retreat under this Agreement is terminated unless **BPC** is notified of the modification prior to the modification, or within sixty (60) days after the modification or alteration and, if required by **BPC**, additional treatment is preformed at Customer's expense. **BPC's** failure to discover such modifications or alterations during reinspection does not relieve the customer of its obligations.
5. Customer's rights under this Agreement may be transferred. As conditions of transfer, **BPC** may require reinspection of the covered premises, execution of an agreement in the form then in use by **BPC**, and the payment of a renewal fee (as applicable). In no event shall the term of a transferred Agreement exceed five years from the Effective Date.
6. Due to special and unique circumstances and characteristics of Formosan Termites (*Coptotermes formosanus*), and notwithstanding the other terms of this Agreement, **BPC** shall not be responsible for damage which can be reasonably shown to have been caused by Formosan Termites.
7. **BPC** shall have no liability under this Agreement for retreatment or repair of damages, caused or necessitated by natural disasters such as but not limited to storms, floods, tornadoes, hurricanes, fire, sinkholes, or earthquakes.
8. The Customer and **BPC** agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.