

P.O. Box 388 • 111 Tulaka Blvd.
Heber Springs, AR 72543
501-362-8251



ANNUAL SERVICE AND REPAIR CONTRACT FOR TREATMENT OF EASTERN SUBTERRANEAN TERMITES (EXCLUDES FORMOSAN TERMITES)

CONTRACT NO. _____	DATE _____	
CUSTOMER _____		
BILLING ADDRESS _____		
PROPERTY ADDRESS OF STRUCTURE(S) TREATED _____		
CITY _____	STATE _____	ZIP _____
BUILDING(S) TREATED _____		

General Conditions

This Contract between Company and Customer covers only the primary structure(s) listed above. (No fences, detached garages, outbuildings, or other 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.

For the Sum of \$ _____, Company 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 herein-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.

HOPPER TERMITE & PEST MANAGEMENT AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. SELECTION OF TREATMENT

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

2. PERFORMING THE WORK

Company agrees to perform in a workmanlike manner. Company will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Any liability of the Company for damages caused to the structure(s) or to the customer's property during the Company's work is expressly limited to the cost of repair or replacement of the damaged area.

3. RENEWAL FEE & INSPECTION

Hopper Termite & Pest Management will perform a visual inspection of the structure(s) annually, for a renewal fee of \$ _____. The inspection will be of readily accessible areas. Hopper Termite & Pest Management 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, of its election not to renew the Contract. If during the course of the term of this contract the renewal fees increase for any reason, this contract shall be considered renewed upon receipt of the increased renewal fee within 30 days of the mailing of the notice of increase.

4. CONDITIONS CONDUCIVE TO INFESTATION

Customer warrants full cooperation with Company 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 also agrees to notify Company of and to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under said treated area(s) within 30 days. Company reserves the right to terminate this Contract if Customer fails to correct any condition, including, but not limited to the conditions listed above, which contribute or may contribute to infestation. Company is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Company shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of Company to note herein any of the above conditions to Customer negates Customer's responsibility under this paragraph, and waives Company's right to terminate this Contract under the terms of this paragraph until Company notifies Customer of said conditions and Customer fails to correct the problem within 30 days.

5. ADDITIONS OR ALTERATIONS

This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify Company in writing. Such additions may result in the need for additional treatment of the premises. Company reserves the right to terminate this Contract if Customer fails to notify Company of any modifications, alterations or change to any structure(s) or soil around the foundation of any structure(s). Additional services because of any addition or alteration shall be provided by Company at Customer's expense, and may require an adjustment in the annual renewal fee at the option of the Company.

6. 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 Company's service or treatment, Company is authorized to take whatever steps necessary to be in compliance with said laws.

7. NON-PAYMENT

Customer agrees to pay Company's invoices upon receipt. Company reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due Company, Company shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amounts due Company.

8. DAMAGE

Company shall not be responsible for (1) any past or existing damage to the structure(s) or its contents at the date of this Contract caused by wood-destroying organism or insects, whether visible or hidden, or (2) any costs 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 DURING THE TERM OF THIS CONTRACT, EASTERN SUBTERRANEAN TERMITES APPEAR AND INFEST THIS STRUCTURE(S), COMPANY AGREES TO REPAIR ANY AND ALL NEW TERMITE DAMAGE TO THE TREATED STRUCTURE(S) (I.E., DAMAGE WHERE LIVE TERMITES ARE FOUND BY A COMPANY REPRESENTATIVE) AT THE EXPENSE AND DIRECTION OF THE COMPANY. Company's obligation to perform under this paragraph shall arise only if all the conditions herein are met.

WILL NOT REPAIR ANY HIDDEN DAMAGE DISCOVERED AFTER CONTRACT DATE UNLESS LIVE ACTIVE INFESTATION IS FOUND. The Company will not repair any existing damage identified on the graph attached hereto. **(Continued on reverse)**

By signing this Contract, I, the Customer, certify 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 the Company and the undersigned are bound only by the terms of this Contract and not by any other representation(s) oral or otherwise.

Date

Date

Customer
Hopper Termite & Pest Management
By _____

its _____ (title)

9. NOTICE OF CLAIMS, ACCESS TO PROPERTY

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

10. ENTIRE CONTRACT

Attachment(s), if any, together with this Contract signed by Company and Customer at the time the Contract is entered into, constitutes the entire Contract between the parties and no other representations or statements, whether oral or written, will be binding upon the parties.

11. DISCLAIMER

- A. Company's liability under this Contract will be terminated if Company is prevented from fulfilling it's responsibility under the terms of this Contract by circumstances or causes beyond the control of Company.
- B. This Contract specifically excludes protection from Formosan termites. This Contract only provides protection for Eastern Subterranean Termites (Reticulitermes).
- C. Company 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. TRANSFERABILITY

This contract shall terminate upon transfer of ownership of the described structure(s). A new contract may be issued by Company, 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. Any contract so transferred shall be enforce for one year from the date of transfer and the expiration date under the original contract shall be null and void. Upon transfer, Company shall be owed a pro rata renewal fee to be calculated as the fee due for the number of months the renewed contract shall extend beyond the expiration date of the old contract.

13. TERMINATION

Company's liability under this Contract shall be terminated and Company will be excused from the performance of any obligations under this Contract should Company be prevented or delayed from fulfilling its responsibilities under the 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 Company access to the structure(s) for the purpose of reinspection or carrying out the terms and conditions of this Contract.

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 Company will not be responsible for

- (1) Damage resulting from moisture conditions, including but not limited to fungus, whether visible or not.
- (2) Damage resulting from wood in direct contact with the soil, whether visible or not.
- (3) Damage resulting from stucco, synthetic stucco, EIFS and or rigid foam board and/or expanded foam materials in contact with the soil 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.
- (4) Damage resulting from masonry failure or grade alteration(s).
- (5) Damage and/or treatment caused by infested wood and/or furniture introduced into the structure after initial treatment.
- (6) Personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, retreatment and/or damage repair.
- (7) Damage to wood decks due to any cause.

These specific exclusions are in addition to the other exclusions contained in this Contract.

Hopper Termite & Pest Management
For the Company

Customer's Initials

16. CHEMICAL SENSITIVITY

If Customer or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termiticides or their odors, Customer must notify Company in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or healthcare provider regarding such sensitivity. Company 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 Company in connection with sensitivity.