



P.O. Box 731
 Richmond, TX 77406-731
 Telephone: (281) 344-1344
 License No: 11276

ANNUAL TERMITE INSPECTION REPORT

Date 7/17/2019
 Customer ID 533

SERVICE INFORMATION

Flories, Melissa
 4914 Gardendale
 Houston, TX
 Telephone: (713) 301-8057
 Key Code 455D Acct Type Residential
 County Harris Frequency Quarterly

BILLING INFORMATION

Flories, Melissa
 Melissa Flories
 4914 Gardendale
 Houston, TX

PAYMENT INFORMATION

Cash Check No _____ TDL _____
 VISA Discover MC - Expiration Date ____/____
 Name on Credit Card _____
 Credit Card Number _____
 Signature _____

RENEWAL INFORMATION

Renewal Date 5/19/2018
 Renewal Amt. \$250.00

TECHNICIAN

Inspection Date 7-18-19
 Arrival Time 11:--
 Beginning Mileage 99891
 Depart Time 12:45
 Ending Mileage 99915

TECHNICIAN NOTES/RECOMMENDATIONS

EVIDENCE FOUND

No activity at this time

In consideration of receipt of the above renewal amount, **SIMS PEST CONTROL** will continue the annual termite warranty on the above service address against Subterranean Termites Drywood Termites Formosan Termites Powder Post Beetles, and/or Other. During the life of this guarantee, and as it may be extended, we will provide the following safeguards.

- A) If subterranean termites reappear in this structure as it is presently constituted. We will return and treat the necessary areas, at no charge to you. This guarantee does not cover damage done by wood destroying insects, unless specifically stated within the original contract.
- B) If allowed to lapse, the guarantee may be reinstated at the discretion of **SIMS PEST CONTROL**.

Technician's Signature

Customer's Signature

SUBTERRANEAN TERMITE POST-CONSTRUCTION TREATMENT DISCLOSURE FOR EACH ESTIMATE

Licensed and regulated under the Texas Structural Pest Control Act

PEST CONTROL COMPANY:

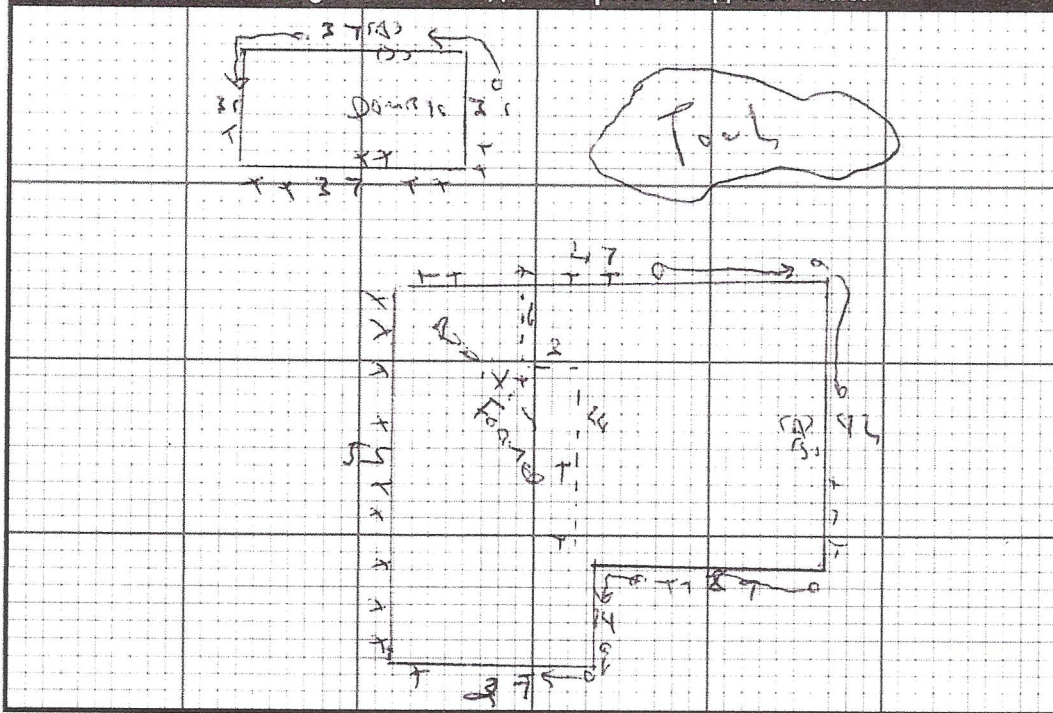
Name: Sims Pest Control TPCL No. 11275 Phone #: 281-244-1344
 Address: P.O. Box 731 City: Richmond State: Tx Zip Code: 77406

CUSTOMER INFORMATION:

Name: Melissa Flores Phone #1: _____ Phone #2: _____
 Address: 4414 Garden Dale City: Houston State: Tx Zip Code: 77008

For all termite treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Structural Pest Control Board, P.O. Box 1927, Austin, TX 78767-1927. Telephone number (512) 305-8250.

Diagram of Structure(s) and Proposed Area(s) To Be Treated



KEY TO DIAGRAM SYMBOLS

- Conductive Condition for Termites.....C
- Evidence of Infestation.....E
- Evidence of Active Infestation.....A
- Evidence of Previous Infestation.....P
- Evidence of Subterranean Termites...S
- Evidence of Formosan Termites.....F
- Evidence of Wood Boring Beetles.....W
- Area to be Drilled.....X
- Area to be Trenched.....O
- Area to be Rodded.....R
- Area to be Baited.....B

Area of Present Termite Activity:

right side by the unit and garage
AREAS SEE GRAPH

Location to be Treated:

4414 Garden Dale

TYPE OF CONSTRUCTION:

FOUNDATION:

- Slab
- Pier and Beam
- Pier Type: _____
- Basement
- Other: _____

SIDING:

- Wood
- Brick
- Stone
- Plaster
- Other: _____

ROOF:

- Composition
- Wood Shingle
- Metal
- Tile
- Other: _____

PRIMARY USE:

- Residence
- Public Building
- Commercial
- Industrial
- Other: _____

INACCESSIBLE / OBSTRUCTED AREAS:

- _____
- _____
- _____
- _____

PROPOSED TREATMENT SPECIFICATIONS:

Type of treatment proposed: (see definitions below) Partial Spot Baits Physical Barriers Other (specify) _____ Approximate measurements of structure(s) to be treated: 336. A label of 75min: per termicide(s) is attached. The concentration of the termicide(s) to be applied is 0.06 %.

DEFINITIONS OF TREATMENT:

A subterranean termite treatment may be a partial treatment or a spot treatment, using chemical or physical barriers or a baiting system. These type of treatments are defined as follows:
Partial Treatment: This technique allows a wide variety of treatment strategies but is more involved than a spot treatment (see definition below). Ex.: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks and bait locations.

Pier and Beam - Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction - Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment: Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot". Often there are adjacent areas susceptible to termite infestation which are not treated.

BAITING SYSTEM:

This type of treatment may include interior and / or perimeter placement of monitoring or baiting stations along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

WARRANTY & ATTACHMENTS:

Warranty information (if any) including area covered, time period of warranty, renewal options and cost, the obligations of the contracting party, and conditions that could develop which would void the warranty is attached. If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify) _____

A consumer information sheet is also attached.

[Signature]
 Signature of CA or Technician

CHRISTOPHER FINE 5-19-09
 Printed Name Date

[Signature] 5/19/09
 Signature of Customer Verifying Receipt of This Document Date

SIMS PEST CONTROL SPC

P.O. Box 731
Richmond Tx. 77406-731
Telephone: (281) 344-1344
License No: 11275

SUBTERRANEAN TERMITE ANNUAL SERVICE AGREEMENT PAGE 1 OF 2

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT SUBTERRANEAN TERMITES (OTHER THAN THOSE INDICATED) PENETRATE THE COVERED STRUCTURE(S); BUT THIS CONTRACT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES (OTHER THAN THOSE INDICATED). Do not Use Formosan Termites (Red-Cremaster) Species FOR RESIDENTIAL SINGLE FAMILY DWELLING UNLESS OTHERWISE NOTED UNDER COMMENTS.

Customer Melissa Florio

Address 9414 Garden Dale

City-State-ZipCode Houston TX 77047

Hm Telephone _____ Wk Telephone _____

Key Map _____

Type of Treatment Full Partial Spot

Within City Limits? YES NO

Consumer Residential Commercial

Down Payment Cash Check No. _____

Method of Payment
 Financed - See Separate Finance Agreement
 Cash - Balance Due upon completion of work
 Credit Card

Type: MC DV VISA Exp Date: _____

Account Name: _____

Account No: _____

1 - CONTRACT PURCHASED

SUBTERRANEAN TERMITE CONTRACT

DRYWOOD TERMITE CONTRAC

FORMOSAN TERMITE CONTRACT

POWDER POST BEATLES

OTHER

A - Initial Treatment Cost 1400

B - Minus Adjustment 0

C - Additional Renewal for 1 Year 0

SUBTOTAL (1A+1B+1C) \$1400

2 - OTHER ITEMS

A - Sales Taxes 115.50

B - Other Fees _____

SUBTOTAL (2A+2B) \$1515.50

3 - TOTAL: CASH PRICE (1 + 2) _____

4 - LESS: CASH DOWN PYMT _____

5 - UNPAID BALANCE (3-4) _____

560 in year warranty

SIMS PEST CONTROL shall treat customer's structure for Subterranean Termites using the treatment specified in the Inspection/ Treating Report for: ◆ prevention ◆ presumptive evidence ◆ control of Subterranean Termites. Customer shall receive the following Guarantee after the service is performed (5)-YEAR LIMITED RENEWABLE SUBTERRANEAN TERMITE RETREATMENT GUARANTEE (5Y): SIMS PEST CONTROL will retreat the structure for Subterranean Termites at no cost to Customer if an infestation of Subterranean Termites is found and all payments including annual renewal payments are current. This Guarantee will expire one (1) year from the date of the initial treatment, unless the Customer renews it. The Guarantee may be renewed from year to year for a period, which shall not exceed five (5) years from the date of the initial treatment. This Guarantee does not cover only damage to the structure or contents Customer agrees to maintain the treated structure free from any condition conducive to termite infestation, including but not limited to moisture, roof leaks, improper ventilation, or faulty plumbing. Customer agrees to keep conducive conditions such as foam insulation, stucco construction, Styrofoam molded foundation systems, and siding (including vinyl, wood and total), which permit hidden termite entry, from contact with the ground, mulch or other protective ground covering. Customer agrees to keep conducive conditions such as firewood, trash, lumber, wood, mulch and protective ground covering, which permit hidden termite entry, from contact with the structure. The existence of any of these conducive conditions shall void the retreatment Guarantee. In the event the premises are structurally modified or altered or if soil is removed or added around the foundation, Customer will notify SIMS PEST CONTROL in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the treatment Guarantee. SIMS PEST CONTROL IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES SIMS PEST CONTROL FROM ANY CLAIM FOR TERMITE DAMAGE OR REPAIR.

CUSTOMER'S OBLIGATIONS TO MAINTAIN GUARANTEE. Customer agrees to maintain the treated structure free from conducive conditions and in accordance with the terms of the paragraph above Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this contract. This responsibility rests exclusively with Customer not with SIMS PEST CONTROL. Customer shall make the premises and structure available to SIMS PEST CONTROL for inspections and treatments as SIMS PEST CONTROL deems necessary, which may include the removal of floor covering, wall covering and fixtures. Failure to honor the requirements to maintain the structure or to allow SIMS PEST CONTROL access for inspections or treatments as appropriate, will void the Guarantee. Customer waives and releases SIMS PEST CONTROL from any liability, including treatment or retreatment, caused by an infestation of Formosan Termites, Drywood Termites, Boring Beetles, Wood Decay Fungus or other Wood Destroying Insects.

RENEWAL FEE In order to maintain this Agreement and Guarantee, Customer shall pay an annual renewal fee. The first annual renewal fee will be \$ 350 + M1. Thereafter SIMS PEST CONTROL shall have the right to increase the annual renewal fee by an amount not to exceed ten percent (10%) or by an amount not to exceed the customer price index, whichever is greater.

REINSPECTION SIMS PEST CONTROL shall inspect the treated structure as deemed necessary by SIMS PEST CONTROL or requested by Customer. Annual inspection will be made by SIMS PEST CONTROL if required by applicable State Law or regulations.

TRANSFER This Agreement may be transferred to a subsequent owner upon payment of a transfer fee, receipt of the Wood Destroying Organism Report and written approval by SIMS PEST CONTROL.

CANCELLATION CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

ARBITRATION IN THE EVENT OF 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 THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE HAVING RECOURSE TO ARBITRATION. IF THE MEDIATION PROCEDURE PROVIDED FOR HEREIN DOES NOT RESOLVE ANY SUCH DISPUTE, THE PARTIES AGREE THAT ALL DISPUTES BETWEEN THE PARTIES SHALL BE FINALLY RESOLVED BY ARBITRATION ADMINISTERED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. 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 ARBITRATOR SHALL GIVE EFFECT TO ANY AND ALL WAIVERS, RELEASES, DISCLAIMERS, LIMITATIONS AND OTHER TERMS AND CONDITIONS OF THIS CONTRACT. THE ARBITRATOR SHALL CONSIDER THE LEGAL DEFENSES RAISED IN THE ARBITRATION, AND THE DECISION 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.

LIMITATION OF LIABILITY Customer acknowledges that SIMS PEST CONTROL is performing a service and waives any claims for personal or property damages related to the service SIMS PEST CONTROL performs. Customer agrees that SIMS PEST CONTROL shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claims in any lawsuit, arbitration or legal proceeding against SIMS PEST CONTROL for breach of contract, negligence, other torts, or violation of any statute, rule or regulation, for loss of use, diminution of value, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall SIMS PEST CONTROL be liable in any claim, lawsuit, arbitration or legal proceeding against SIMS PEST CONTROL for any amount greater than the amount paid by the Customer to SIMS PEST CONTROL for the termite service to be performed.

AGREEMENT This Agreement and the attached Inspection/Treating Report shall be the entire Agreement between Customer and SIMS PEST CONTROL. The terms of the Guarantee stated above may not be amended or altered unless a written change is approved and signed by a Corporate Officer of SIMS PEST CONTROL. If any portion of this Agreement is found to be invalid, it shall not affect the validity of any other part of this Agreement.

FORCE MAJEURE (Circumstances beyond SIMS PEST CONTROL's control) SIMS PEST CONTROL's obligations under this Agreement shall be cancelled if SIMS PEST CONTROL cannot perform its responsibilities because of a substantial change of circumstances including, but not limited to acts of war, strikes, unavailability of termiticide, baits or other supplies from ordinary sources and Acts of God, including earthquakes, storms, fires and floods, or if a natural occurrence, such as storms, floods or fires substantially alters or destroys the effectiveness of SIMS PEST CONTROL's treatment.

TERMINATION SIMS PEST CONTROL may terminate this Agreement, including the Guarantee, if Customer does not meet its payment obligations or customer obligations, or in the event of a change in state or federal law that substantially affects SIMS PEST CONTROL's obligations under this Agreement.

MONEY BACK GUARANTEE: SIMS PEST CONTROL GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH SIMS PEST CONTROL'S TREATMENT FOR SUBTERRANEAN TERMITES, SIMS PEST CONTROL WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL IF CUSTOMER CONTACTS SIMS PEST CONTROL IN WRITING WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND SIMS PEST CONTROL FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY SIMS PEST CONTROL OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL WILL RESULT IN CANCELLATION OF THE SUBTERRANEAN TERMITE AGREEMENT AND GUARANTEE.

SIMS PEST CONTROL REPRESENTATIVE

DATE

PURCHASER/AUTHORIZED AGENT

DATE

Chris R

5-17-09

Melissa Furse

5/19/09

[Print](#) | [Close Window](#)

Subject: Termite contract
From: Melissa Flories
Date: Tue, Oct 08, 2019 3:00 pm
To: Blake Hillegeist <blake@blakesellshouston.com>

Imagine a circle of unconditional love...then picture no one outside of that circle.

----- Forwarded Message -----

From: Chester Sims <simspest@aimail.com>
To: "
Sent: Tuesday, October 8, 2019, 02:58:57 PM CDT
Subject:

Termite contract and this years renewal inspection report
Respectfully,

Chester Sims

Certified Applicator

Sims Pest Control

(281) 344-1344

"Committed to Service and Excellence Since 1998"

Copyright © 2003-2019. All rights reserved.