



# TERMITE CONTROL AGREEMENT

Pestco Professional  
PO BOX 5427  
Beaumont, TX 77726  
(409) 866-8870  
pestco@gt.rr.com  
License #: 11792

### Service Address

George Garsea  
11625 Ridgemont Dr.  
Beaumont, TX 77705

### Customer Information

sgarsea@att.net  
(409) 626-2698 | (409) 748-9766  
Notes:

### Guaranteed Insects



Termites

## TERMITE CONTROL AGREEMENT

ACCEPT  DECLINE Termite Coverage With Termite Warranty Coverage

- In the event that an active termite infestation is found on 11625 Ridgemont Dr. Beaumont, TX 77705, Pestco Professional will return to treat the active termite infestation area free of charge. This agreement covers the specific area of infestation only. This warranty covers treatment of Subterranean Termites only and does not include other Wood Destroying Organisms.

PESTCO will provide all materials, labor and equipment necessary to protect the above property against the infestation of Subterranean Termites for a period of one year. PESTCO will not be responsible for any damage under this contract. This warranty will be extended annually and payable by the anniversary date. Failure to pay said fee by renewal date may cause this agreement to lapse.

### Termite Warranty Subscription

Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21
(S)149.00					
Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21

### Initial Service / Warranties

### Recurring Services

Initial Quote:	\$149.00	Service Charge:	\$149.00
Initial Discount:	(\$0.00)	Tax (8.25%):	\$12.29
Sub Total:	\$149.00	Recurring Total:	\$161.29
Tax (8.25%):	\$12.29		
Initial Total:	\$161.29		

This agreement will be continued for an initial period of 12 months. If for any reason, at any time, the agreement is cancelled before its completion, customer agrees to pay an early termination fee of 75% of the remaining balance for services not rendered, plus any unpaid balances will be applied and charged. Upon completion of this agreement treatments will continue at the same frequency until cancelled by the customer. While the purpose of this agreement is to prevent damage from pests, Pestco Professional shall not be liable for any claim for personal injury, loss, or structural damage caused by these pests.

### Billing Info

### Payment Information

George Garsea  
11625 Ridgemont Dr.  
Beaumont, TX 77705

George Garsea

I authorize Pestco Professional to automatically bill my debit/credit card upon completion of each service.

## CONSUMER INFORMATION SHEET

The State Department of Agriculture licenses the businesses, certified applicators and technicians who perform structural pest control work. Certified applicators and technicians must pass a written examination in order to receive their licenses.

Pesticides must be registered with the United States Environmental Protection Agency (EPA). EPA registration is not a finding of product safety. Pesticides are designed to kill or control pests.

Your risk of harm depends upon the degree of your exposure and your individual susceptibility.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or MSDS sheet, which can be supplied to you upon request from the licensed applicator. Take

precautions when a treatment has been performed to avoid exposure to vulnerable individuals. Pesticides may be harmful if swallowed, inhaled, or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label be followed.

If you have questions about the application, contact the business or person making the application. If you suspect a violation of the law regarding structural pest control, contact the SPCS. In case of a health emergency, seek immediate medical attention.

Pest Control signs must be posted prior to treatment in many instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information sign will allow you to contact someone who can tell you what pesticide is being used.

If you are contracting for pest control services due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest control company that you do not wish to receive their service.

For general information on pesticides, contact the National Pesticide Information Center 1-800-858-7378.

### **REDUCED IMPACT SERVICE**

In order to minimize the reliance on pesticides and reduce pest populations, a Reduced Impact Pest Control operator may recommend that you consider the sanitation or physical alteration of your work place or residence. It is your responsibility to follow those recommendations. Your pest control operator may or may not offer these services upon request. A proper inspection will provide the information necessary for you to choose the method of pest control which best suits your situation. Many pest problems can be solved without using pesticides.

This Reduced Impact Service will include an inspection report and treatment recommendations. You should review these and keep a copy for your records. Your cooperation in following the recommendations made by your service provider is essential to a reduced impact service program.

Pesticides may be used in a responsible and professional manner in a reduced impact pest control service. If you do not want a specific pesticide used or any pesticides used at all, you must note this in writing on the contract prior to the initiation of the service. If any specific pesticide or class of pesticides are not excluded, it may be used by the provider.

### **WAIVER FOR CONSUMER INFORMATION SHEET**

Pestco Professional License #: 11792 Phone: (409) 866-8870

I have received one copy of the Consumer Information Sheet for all treatments to be provided as a part of this pest control service agreement. I may receive additional copies at any time upon request to the service provider, and will receive any updates to the Consumer Information Sheet which may occur.

## GENERAL TERMS AND CONDITIONS

- A. PESTCO[#1] DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE GUARANTEES STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEE OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR.
- B. IF PROPERTY IS SOLD, NEW OWNER MUST TRANSFER WARRANTY WITHIN 30 DAYS OF PURCHASE. SAME TERMS AND CONDITIONS WILL APPLY. TRANSFER FEE WILL APPLY.
- C. THIS PROTECTION PLAN AND/OR ANY EXTENSION THEREOF WILL BE EFFECTIVE ONLY UPON PAYMENT OF THE CHARGES AS PROVIDED HEREIN.
- D. I/WE AGREE THAT UNDER THIS CONTRACT OR THE SERVICE PLAN, PESTCO IS NOT RESPONSIBLE FOR THE REPAIR OF VISIBLE DAMAGE WHICH PRESENTLY EXISTS. IT IS POSSIBLE THAT DAMAGE MAY PRESENTLY EXIST IN INACCESSIBLE OR HIDDEN AREAS OF MY STRUCTURE, OR IN AREAS THAT CAN'T BE VISUALLY INSPECTED. FOR THIS REASON I UNDERSTAND THAT [#1] CANNOT GUARANTEE THAT THE DAMAGE DISCOVERED BY A VISUAL INSPECTION OF THE PREMISES IS ALL THE DAMAGE WHICH PRESENTLY EXISTS. THEREFORE, I/WE SPECIFICALLY AGREE NOT TO HOLD [#1] RESPONSIBLE FOR THE REPAIR OF ANY PRESENT DAMAGE EXISTING IN AREAS OR IN STRUCTURAL MEMEBERS OF THE BUILDING WHICH ARE INACCESSIBLE OR WHICH CANNOT BE VISUALLY INSPECTED AS OF THE DATE I SIGN THIS AGREEMENT.
- E. [#1] IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE DESCRIBED PROPERTY OR ITS CONTENTS BY SUBTERRANEAN/DRYWOOD/FORMOSAN TERMITES ENTERING OR THRIVING IN AREAS CONDUCTIVE TO INFESTATION BY REASON OF THE PRESENCE OF EXCESSIVE MOISTURE, STRUCTURAL OR MECHANICAL DEFECTS WHICH RESULT IN WATER LEAKAGE INCLUDILNG LEAKAGE IN INTERIOR AREAS OR THROUGH THE ROOF OR EXTERIOR WALLS OF THE DESCRIBED PROPERTY MAY DESTROY THE EFFECTIVENESS OF [#1] TREATMENT. SUCH LEAKAGE CAN FURTHER PRODUCE UNUSUAL SITUATIONS ABNORMALLY CONDUCTIVE TO NEW INFESTATION. IF SUCH A CONDITION IS DISCOVERED, IT IS AGREED THAT THE PURCHASER/OWNER WILL BE RESPONSIBLE FOR MAKING SUCH REPAIRS AS ARE NECESSARY TO CORRECT ANY DEFECTS AND FOR REPAIRING ANY DAMAGE WHICH WAS CAUSED BY SAID WATER LEAKAGE AND/OR SUBTERRANEAN/DRYWOOD/FORMOSAN TERMITE INFESTATION WITHIN 30 DAYS FSROM DISCOVERY. [#1] WILL UPON COMPLETION OF REPAIRS NECESSARY TO CORRECT SAID DEFECTS PROVIDE ADDITIONAL TREATMENT TO CONTROL INFESTATION IN THE AREA AT ADDITIONAL COST TO CUSTOMER.
- F. [#1] WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE DESCRIBED PROPERTY OR ITS CONTENTS BY SUBTERRANEAN/DRYWOOD/FORMOSAN TERMITES ENTERING THROUGH WOODEN MEMBERS OF THE STRUCTURE THAT ARE IN DIRECT CONTACT WITH THE EARTH.
- G. [#1] WILL NOT RESPONSIBLE FOR ANY DAMAGE TO THE DESCRIBED PROPERTY OR ITS CONTENTS BY SUBTERRANEAN/DRYWOOD/FORMOSAN TERMITES ORIGINATING FROM ADDITIONS TO OR ALTERATIONS IN THE DESCRIBED PROPERTY. [#1] WILL PROVIDE NECESSARY TREATMENT TO ADDITIONS TO OR ALTERATIONS IN PROPERTY AT ADDITIONAL COST TO OWNER/PURCHASER.
- H. WE AGREE THAT [#1] OBLIGATIONS UNDER THIS CONTRACT AND MY TERMITE CONTROL SERVICE PLAN SHALL BE CANCELLED IF [#1] CANNOT PERFORM ITS RESPONSIBILITIES BECAUSE OF ACTS OF WAR, WHETHER DECLARED OR UNDECLARED, ACTS OF GOD, FAILURE OF SUPPLIES FROM ORDINARY SOURCES, LACK OF USUAL MEANS OF TRANSPORTATION, CUSTOMERS FAILURE TO ALLOW [#1] ACCESS TO THE BUILDING FOR ANY PURPOSE, SPECIFICALLY INCLUDING REINSPECTION, WHETHER THE INSPECTION WAS REQUESTED BY ME OR BY [#1], OR ANY REASON BEYOND [#1] CONTROL.