

**BEVIS PEST CONTROL**  
826 9<sup>th</sup> Avenue North  
Texas City, TX 77590  
409-945-4214 \*\*\* 800-880-5630  
Texas License #935

**Fumigation Service Agreement**  
(Revised 03/19)

**Name:** NATE MC DERMOTT  
**Contact Person:**  
**Home/Cell Number:** 402-305-6050  
**E-mail address** NMCDERMOTT2016@YAHOO.COM  
**Service address:** 3610 AVENUE Q GALVESTON, TX. 77550  
**Target Pest:** POWDER POST BEETLES  
**Structure:** RESIDENTIAL HOUSE AND GARAGE APARTMENT  
**Treatment:** FUMIGATION  
**Charges: Cash Price** \$4,500.00 + Tax \$371.25 Total \$4,871.25  
**Credit Card** + 3.5% Added  
**Annual Renewal:** \$540.00 PLUS TAX

1. **Services:** Bevis Pest Control (hereafter known as Company) agrees to furnish all material and labor necessary by label specifications in order to control the above mentioned infestation. This service will be provided and performed based on the attached graph and information. The Company agrees to give additional treatment to the customer for a period of one year from the original treatment date.
2. **Warranty:** Unless otherwise stated, this contract carries a one year warranty for re-treatment only. In the event that you suspect a re-infestation of wood destroying insects, a re-treatment will be at the discretion of the Company and will only be done if **live** wood destroying insects are present at time of inspection. Retreatment for fumigation may be done by other means if deemed appropriate by the Company. Contract must be paid in full and/or current renewal paid in full prior to any inspection or retreatment. The Warranty will cover **ONLY** the original treated structure. The warranty will not apply to any new, replaced wood or repairs not completed at the time of original service. In the event the customer desires to have the new, repaired or replaced wood to be covered under this warranty, the Company will, upon inspection of the designated areas, treat the areas at a reasonable additional cost to the customer.
3. **Renewal:** The warranty stated above may be renewed by the customer annually if agreed by both parties and a Renewal Fee paid on or before the treatment anniversary date. The company will make inspections of the property at least annually during the warranty period. The Company reserves the right to review the renewal and the right to make reasonable rate adjustments at the anniversary date. This warranty is transferable upon the written consent of the Company and a transfer fee paid. This fee will not exceed a one year renewal fee. In addition, this renewal must be exercised in a continual annual manner. Because of the extent of termite damage may not be determined at the time of treatment or during the renewal period, no termite damage past, present or future will be covered under this agreement.

**Service Agreement (Cont.)**

4. **Charges:** In consideration of the services provided by the Company under this agreement the customer agrees to pay in Galveston County, Texas its successor or assigns a total fee of **\$4,500.00** plus sales tax of **\$371.25** Total of **\$4,871.25** due upon completion of service unless other arrangements are made in writing prior to treatment. Renewal service for the first year of **\$540.00** plus tax. Any delinquent payments on this service may cancel this contract.
5. **Miscellaneous:** This service agreement may include service for one or more target pests. Certain parts may not apply due to different treatment procedures for different target insects. Each infestation covered will be named and covered above as "Target Pest". These may include but not limited to subterranean termites, Drywood termites, Formosan termites and Powder Post beetles.
  - A. Precaution and care will be exercised in the treatment to be performed, but it is agreed that the Company will not be held responsible for any damage to shrubs and/or vegetation, chemical stains and/or damage to roofing materials. For example, with fumigation if is necessary to work on the roof, the age and quality of a roof materials cannot be determined. Therefore, the Company will not be responsible for lost or broken tiles, shingles, or gutters.
  - B. The customer and Company agree that if sub-slab drilling of the structure becomes necessary, the customer assumes the responsibility of removing any floor covering or any object necessary to gain access to the areas to be treated. If the customer chooses not to remove any of the above, it is agreed that the customer holds the Company harmless for any damages incurred while servicing the property unless it is caused by gross negligence. The Company will exercise due caution to avoid damage wherever possible. In some circumstances plumbing is imbedded in slabs. If no information is available and/or provided to the Company concerning this issue the Company will not be held responsible for damaging the same.
  - C. Structural or mechanical defects/alterations which result in water leakage through the walls or roofing of the premises and/or contact between wood adjacent to the treated structure and the ground may destroy the effectiveness of the treatment. Any alteration to the treated property must be reported to the company within 72 hours. These defects must be repaired, replaced or retreated at the customer's expense. Failure to do this will void customer's warranty. If the chemical barrier around the perimeter is disturbed by landscaping, animal damage or any other act, additional treatments may be need to be applied at reasonable expense to the customer. The company will not warranty ANY claims due to an act of War/Nature (Hurricane, Tropical Storm, Hail Storm, Flood, Fire, Earthquake, Tornado, Act of War or Terrorism, etc...) and subsequently may void the warranty due to such catastrophic events.
  - D. All disputes and claims between the customer and the Company shall be settled by mediation. If this fails to satisfy both parties then the final settlement will be by arbitration before and in accordance with the rules then obtaining of the American Arbitration Association. Venue for any arbitration hearing will be in Galveston County, Texas. The interpretation of this agreement shall be determined by the laws of Texas.
  - E. This agreement and accompanying disclosure statement contains the entire agreement between the customer and the Company. There are no oral understandings or warranties. Any changes must be in writing by the management of the Company.
  - F. This Company is licensed by the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711, (866) 918-4481.
  - G. **NOTICE:** You, the buyer, may cancel this transaction at any time prior to midnight of the third day of this transaction.

**Service Agreement (Cont.)**

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**6. NOTICE TO CONSUMER:** Prior to signing this agreement and before the Company may commence any termite treatment you must be furnished by the Company:

1. A graph of the structure to be treated.
2. The name of the pesticide to be used.
3. Complete details of any warranty included (full or partial treatment). The time period of the warranty. The renewal options and cost. The obligations of the Company to retreat infestations or repair damage caused by termites within the warranty period. Conditions that could develop as a result of the owner's actions or inaction that would void the warranty.
4. The signature of approval of a certified applicator in the termite category employed by the company making the proposal.

**7. NOTICE TO THE BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.**

**8.** A deposit of 50% must be paid at time of scheduling. \*Any cancellations or Re-scheduling done by the buyer requires 48 (Business) hour notice. If notice is not given, a \$500 fee will be applied.

**Total Cost: \$4,871.25**

**Pmt. Method:** \_\_\_\_\_

Written By Bryan Springer Customer X \_\_\_\_\_

License #: 562440 Date \_\_\_\_\_

Title Owner Proposed Treatment Date: \_\_\_\_\_

Date 02/22/2021

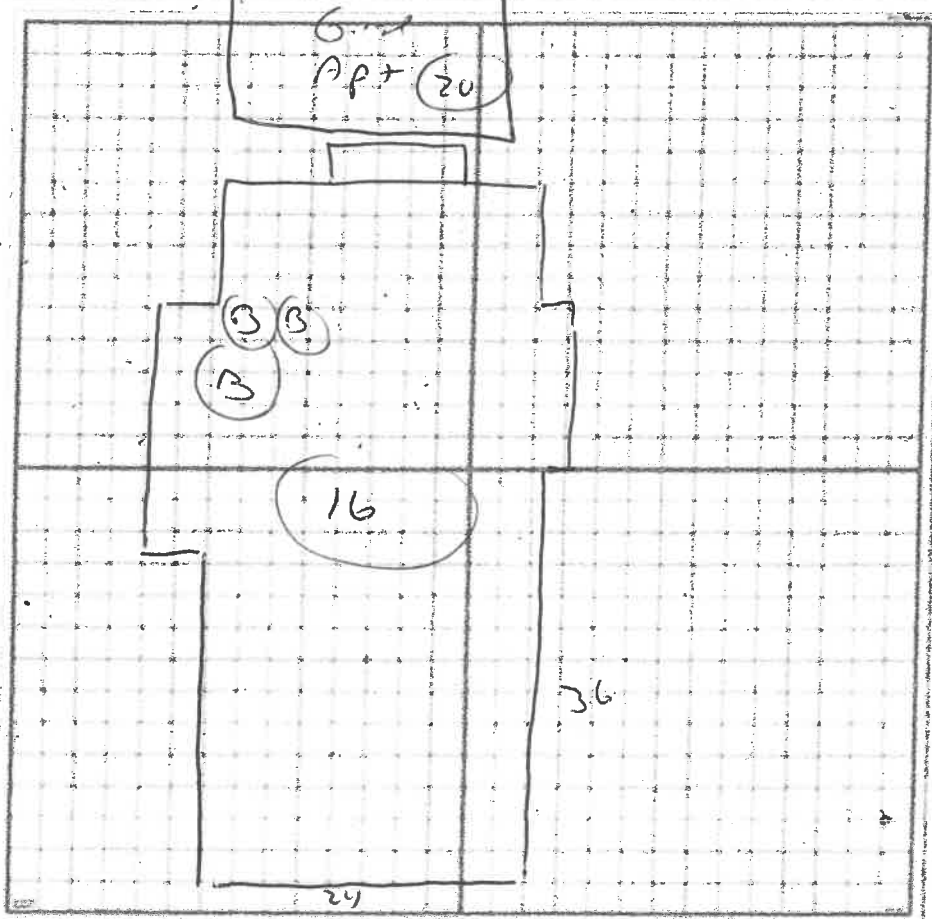
\*Several events may alter our agreed upon time to do the treatment on your home. Fumigations require that the air temperature be above 50 degrees to insure the success of the fumigation. Fumigations also require wind speed be UNDER 10 mph to insure the safety of our fumigation crew while on the roof of the structure. Rain cannot occur immediately prior to or during the tarping stage of a fumigation to insure the safety of the fumigation crew. If rain is imminent, the fumigation MAY be re-scheduled at that time. Soil treatments also require that the soil not be wet or saturated. The termicide must bond with the soil for it to work.

**NOTE: Latent Mortality** - It is NOT uncommon to see live insects for several days after a treatment. Latent Mortality (Delayed Death) can occur up to 10 days after treatment. Once the insects have been exposed to the chemical, survival is highly unlikely.

# Texas Department of Agriculture WDI Post-Construction Treatment Disclosure Document

Description of Structure(s)

<b>Treatment Graph for this Service Address / Physical Location:</b>			
These are conducive conditions for Wood Destroying Insects. It is recommended the corrections be made to the structure. (noted on the graph)	<input type="checkbox"/> (G) Wood to Ground Contact <input type="checkbox"/> (I) Form boards left in place <input type="checkbox"/> (J) Excessive Moisture <input type="checkbox"/> (K) Cellulose Debris under or around structure <input type="checkbox"/> (L) Footing too low/soil line too high <input type="checkbox"/> (O) Planter box abutting structure <input type="checkbox"/> (Q) Wood Pile in Contact with Structure <input type="checkbox"/> (R) Wooden Fence in Contact with the Structure <input type="checkbox"/> (V) Insufficient Ventilation <input type="checkbox"/> (C) Other (Describe): _____		
Notated on the graph are areas to be treated:	<input type="checkbox"/> (X) Drilled <input type="checkbox"/> (O) Trenched <input type="checkbox"/> (R) Rodded <input type="checkbox"/> (BS) Bait Stations <input type="checkbox"/> (BT) Barrier (Physical) <input type="checkbox"/> _____ Other label approved treatment method: _____ (specify) <input type="checkbox"/> _____ Other label approved treatment method: _____ (specify)		
Notated on the graph is active or previous infestation	<input checked="" type="checkbox"/> (A) Active <input type="checkbox"/> (P) Previous	Location of the Treatment Sticker:	<input type="checkbox"/> Beneath the Kitchen Sink <input type="checkbox"/> Adjacent to the Hot Water Heater <input type="checkbox"/> Electric Breaker Box



House - 28,000  
 cur. +

6 y AP 17,000  
 cur. +

45,000  
 total  
 cur. +

**Notes pertaining to construction details and or treatment details:**

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\_\_\_\_\_

<b>CA or Licensed Technician's Signature &amp; License Number:</b>	SIGNATURE: <i>Steve D Ford</i>	Warranted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Complete Warranty Information Attached
	PRINTED: <i>Steve D Ford</i>	Full Label(s) provided:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**\*Apprentice Name & Registration Number:** \_\_\_\_\_

**\*Apprentice may ONLY complete a Disclosure Document IF a Certified Applicator or Licensed Technician licensed in the Termite Category is present during the inspection and completion of the form; this is allowed for training purposes ONLY.**