

13618 NW 270th Ave. Alachua, FL 32615 (386)418-4387**SUBTERRANEAN TERMITE SERVICE AGREEMENT**

DATE OF TREATMENT <u>June 2023</u>		<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	
PURCHASER		PROPERTY	
NAME <u>Art Mc Kibbin Twilla Mc Kibbin</u>		NAME (If different from Purchaser)	
MAILING ADDRESS <u>868 SW Cumberland St</u>		SERVICE ADDRESS (If different from mailing address)	
CITY, STATE, ZIP CODE <u>Fort White 32038</u>		CITY, STATE, ZIP CODE	
PHONE <u>941-302-3838</u>	PHONE (ALT.)	PHONE	PHONE (ALT.)

Structure(s) to be treated include original log home - crawl electric panel Linear Ft.: _____

Location of Notice of Treatment: _____

This is a ☒ **Post Construction** or ☐ **Pre Construction** Subterranean Termite Service Agreement ("Agreement") between D.W. Pest Control, Inc. ("D.W.") and the above-named Customer to treat the above referenced Structure(s) for a period of one (1) year for Eastern Subterranean Termites (*Reticulitermes*) (hereinafter "Subterranean Termites") and, if Customer elects by initialing in the space provided hereafter _____ and paying an additional fee of \$ Ind., Formosan Subterranean Termites (*Coptotermes Formosanus*). If Customer elects to include coverage for Formosan Subterranean Termites (*Coptotermes Formosanus*) in this Agreement, the term "Subterranean Termites" shall include Formosan Subterranean Termites (*Coptotermes Formosanus*). In consideration for the payment(s) of the fees and tax set forth below and subject to the general terms and conditions provided within this Agreement, D.W. will apply a liquid termiticide treatment below and/or around the first floor level of the Structure(s). Re-treatments with a liquid termiticide may be necessary during the period of this Agreement and will be provided at no additional cost to the Customer if a reinfestation of Subterranean Termites occurs. Customer acknowledges that this Agreement is offered for **Retreatment Only, unless** the upgrade option is selected below. If Customer does not elect to upgrade to the Repair and Re-Treatment Option, then D.W.'s only obligation will be to re-treat the Structure(s) if an infestation of Subterranean Termites occurs.

The initial treatment provided under this Agreement is intended to ☒ **Prevent** (Pre or Post Construction) or ☐ **Correct** (Post Construction Only) an infestation of Subterranean Termites.

Customer may elect to upgrade the terms of this Agreement to include a **Repair and Re-Treatment Option** by initialing in the space provided hereafter _____ and paying an additional fee of \$ _____, then D.W., in addition to providing re-treatments if a live infestation occurs, will repair new damage, as defined under the General Terms and Conditions of this Agreement, caused by Subterranean Termites.

PAYMENT TERMS: A down payment against the Total Price is due upon Customer's execution of this Agreement. The remaining balance is due at the time that D.W. renders the services provided in this Agreement.

PAYMENT TERMS:Initial Treatment: 1,500.00Formosan Subterranean Termite Option: includedRepair and Re-Treatment Option: N/A**Total Price:** 1,500.00**PAYMENT METHOD:**☐ Cash☐ Check # _____☐ Credit Card _____ exp. _____☐ Other _____

D.W. will perform a visual inspection of the Structure(s) at D.W.'s discretion or upon Customer's request. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. D.W. will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement.

Customer may renew this Agreement for 9 additional year(s) by paying an annual renewal fee of \$ 225.00, on or before each anniversary date of this Agreement. For purposes of this Agreement, the parties agree that "anniversary date" is defined as that day that falls exactly one year from the date of treatment indicated above. Customer's failure to pay the annual renewal fee in accordance with this Agreement will render this Agreement voidable, at the election of D.W., but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. D.W. may adjust the annual renewal fee by providing written notice to Customer within forty-five (45) days before the anniversary date of this Agreement. Should Customer wish to terminate the service, written notification must be provided to D.W. at least ten (10) days prior to the anniversary date of this Agreement.

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect D.W.'s obligations to re-treat the Structure(s) or, if the Repair and Re-treatment Option is selected, to repair and re-treat the Structure(s), under the terms of this Agreement. Customer specifically understands that D.W. and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

BUYER'S RIGHT TO CANCEL:

If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to D.W. before midnight of the third business day after the day Customer signed this Agreement.

Customer/Customer's Agent

Date

D.W. Pest Control, Inc.

Date