

Issued by 936 SE Baya Dr

(Branch Office) Policy No. _____

SUBTERRANEAN TERMITE SERVICE POLICY AND LIMITED WARRANTY

(FOR RETREATMENT ONLY)

This agreement made this 15th day of Decembe in the year of 2021 in the City of Lake City, State of Florida by and between Florida Pest Control & Chemical Co., hereinafter called the First Party or Florida Pest or FPC and Harrell Mechanical Inc of age and a resident of the City of Lake City State of FL

who declares himself to be the owner, and/or agent of the owner, of the below named property, hereinafter called Owner or the Second Party. Second Party hereby asserts, confirms and warrants that he/she/it has read, understood, and agreed to this contract, and is/are the owner(s) of the subject property and covered structure, and/or the authorized agent or representative of any and all said owners, with full power and authority to execute this contract and forever bind all owners and their principals, agents, heirs, representatives, successors, and assigns.

Witnesseth:

1. FPC agrees to treat the property known as Church Kitchen / Building at the address 144 SE Montrose Ave (Street) Lake City (City), FLORIDA for the control and/or prevention of subterranean termites. No buildings (structures) on the property, other than those specified above shall be included in and under this agreement. FPC will make re-inspections of the property yearly for as many years as the owner keeps this contract in force and FPC will give additional treatment at anytime during the life of this contract, if Subterranean Termite infestation is found; such annual re-inspections and re-treatment will be at no additional cost to the owner other than the annual renewal fee.

2. Second Party hereby agrees and binds himself to pay FPC upon completion of the initial work, as compensation for labor, material and service herein contracted for, the sum of One thousand seven hundred ninety dollars (\$ 1790) dollars, plus sales tax, to be paid as follows: Cash (), Check (), Credit Card (), Other (). This contract expires at the end of one year unless the option to renew is elected. At the expiration of this one-year contract, the Second Party may take advantage of the yearly termite service offered with this contract by paying FPC the annual renewal fee of One hundred seventy nine dollars (\$ 179) dollars, plus sales tax, each year NO LATER THAN 30 days after the Anniversary Date of this contract. FPC reserves the absolute right to adjust the annual renewal fee at the end of any contract year.

This contract contains disclaimers, conditions, limitations and exclusions.

3. **Terms of Limited Warranty: THIS IS A TREATMENT ONLY CONTRACT.** Since FPC did not have the opportunity to treat the entire structure during initial construction; or had no control over the treating specifications or method of initial preventive treatment; or that since the premises have not been maintained under a continuing termite service policy with annual inspections subsequent to initial treatment during the construction of the premises; and FPC has not had continuous supervision over the premises with uninterrupted annual inspections; **FPC EXPRESSLY LIMITS ITS RESPONSIBILITY UNDER THIS CONTRACT TO ONLY THE TREATMENT OF ANY SUBSEQUENT INFESTATION; SUCH TREATMENT DOES NOT INCLUDE THE REPAIR, NOR REPLACEMENT OF, DAMAGED WOODWORK (OR ANY OTHER TYPE PROPERTY OR MATERIAL), IF ANY, WHICH SHOULD OR MAY RESULT FROM ANY INFESTATION.**

4. **Specific Exclusions:** This Agreement does not cover and FPC will not be responsible for:

- a. Damage of any kind which results/ resulted in any way from moisture conditions, including, but not limited to, fungus or wood rot, whether visible or not; resulted in any way from wood in direct contact with the soil, whether visible or not; and/or resulted from alteration(s) or structural modifications.
- b. Exploratory costs & expenses to determine whether or not damage exists or existed, and/or to determine the extent of any damage.
- c. Personal expenses such as, but not limited to, lodging, meals, transportation, medical expenses, day care, moving and storage costs, etc. incurred as a result of treatment, re-treatment and/or damage repair.
- d. Loss of rental/income or any type business opportunity because of treatment, re-treatment or damage repair.
- e. Unless specifically indicated, this contract does not cover any other wood destroying organism.
- f. Damage of any and every kind resulting from a construction with stucco on wire lathe on frame and/or rigid foam board and/or expanded foam materials and/or exterior siding in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden and/or protected access to the structure, whether visible or not.
- g. Damage of any kind to other than the covered structure, itself, such as, but not limited to, personal property and items in or around the covered structure.
- h. FPC agrees to use all reasonable care when providing initial and subsequent termite treatment in order to avoid damage to shrubs, vegetation and other property, but under no circumstances or conditions will FPC be responsible for damages to shrubs, vegetation, sprinklers, plumbing, wiring, cable, well, etc., occurring during treatment and control work, other than that caused by negligence on the part of FPC.

5. DISCLAIMER:

a. **AS SOIL TREATMENT IS AN ESSENTIAL PART OF THE CONTROL OF SUBTERRANEAN TERMITES, THE SECOND PARTY AGREES AND COVENANTS NOT TO DISTURB THE SOIL WITHIN ONE FOOT OF EITHER SIDE OF THE BUILDING FOUNDATIONS OR EITHER SIDE OF THE STRUCTURE WHICH IS IN CONTACT WITH THE SOIL. IF, DURING THE TERM OF THIS CONTRACT, ADDITIONS OR ALTERATIONS ARE MADE WHICH AFFECT THE STRUCTURE AND CREATE NEW TERMITE HAZARDS, OR INTERFERE WITH THE CHEMICAL PROTECTIVE BARRIER, INCLUDING BUT NOT LIMITED TO LANDSCAPING, WOODEN DECKS, OR ANY ADDITION OR ALTERATION IN WHICH WOOD IS EXPOSED OR MAY BE IN CONTACT WITH THE GROUND, THIS CONTRACT WILL BECOME NULL AND VOID, AND FPC SHALL HAVE NO FURTHER RESPONSIBILITY.**

b. **THIS WARRANTY IS BASED ON THE USE OF A CHEMICAL BARRIER APPLIED TO THE SOIL. ANY TERMITE INFESTATION AND RESULTING DAMAGE WHICH DOES NOT OCCUR BY ACCESS FROM THE SOIL IS EXCLUDED FROM THIS COVERAGE.**

c. **MOISTURE PROBLEMS ABOVE GROUND LEVEL OR IN THE STRUCTURE, ARE THE RESPONSIBILITY OF THE SECOND PARTY, AND IF NOT IMMEDIATELY CORRECTED AND ATTENDED TO, CAN PROVIDE A SUPPLY OF MOISTURE WHICH SUPPORTS AN ABOVE-GROUND INFESTATION WHICH IS NOT COVERED BY THIS WARRANTY.**

d. **NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY HEREIN SET FORTH, THIS LIMITED WARRANTY DOES NOT APPLY TO ANY INFESTATION OR DAMAGE RESULTING FROM MOISTURE OR DAMPNESS PROBLEMS ASSOCIATED WITH MOISTURE ACCUMULATION CAUSED BY ANY NATURAL OR MAN-MADE SOURCE, INCLUDING, BUT NOT LIMITED TO, ACCUMULATION, CONDENSATION, OR LEAKS FROM EXTERIOR WALLS, ROOFS, SKYLIGHTS, CHIMNEYS, GUTTERS, DOWN SPOUTS, PLUMBING, PLUMBING FIXTURES, AIR CONDITIONING AND HEATING EQUIPMENT AND ASSOCIATED PIPES, PANS, AND DUCT WORK, INADEQUATE VENTILATION, POOR DRAINAGE, SOIL WASHOUT, ETC. IN ADDITION, THIS WARRANTY DOES NOT APPLY WHERE WOOD, SUCH AS, BUT NOT LIMITED TO, POSTS, FORM BOARDS, FORM & GRADE STAKES, LUMBER, TRASH, DEBRIS, ETC., WERE/HAS BEEN/ARE IN DIRECT CONTACT WITH THE SOIL, AND/OR COVERED BY OR BURIED UNDER THE FOUNDATION, OR WHERE OPEN AREAS/SPACES OR CRACKS EXISTED/EXIST IN THE FOUNDATION SLAB.**

e. **UNDER NO CIRCUMSTANCES SHALL FPC BE RESPONSIBLE FOR ANY REPAIRS NOR TO PAY THE COSTS FOR LABOR AND MATERIALS TO LOCATE, IDENTIFY AND/OR REPLACE ANY DAMAGED WOODWORK.**

f. **UNLESS SPECIFICALLY COVERED BY AN ADDENDUM TO THIS CONTRACT, CONTROL OF THE FORMOSAN SUBTERRANEAN TERMITE (COPTOTERMES FORMOSANUS) IS SPECIFICALLY EXCLUDED FROM THE PROVISIONS OF THE CONTRACT, IN THAT CONTROL PROCEDURES DIFFER FROM THOSE USED FOR THE CONTROL OF NATIVE SUBTERRANEAN TERMITE SPECIES.**

g. **THE LIMITED WARRANTY OFFERED HEREIN CONSTITUTES THE ENTIRE WARRANTY, AND IS EXPRESSLY LIMITED TO AND BY THE PROVISIONS SET FORTH ABOVE. ALL OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED.**

Owner/ Second Party: Lynn Harrell DATE: 12-15-21

Florida Pest Control & Chemical Co. By: [Signature] Treatment notice posted: _____

Subterranean Termite Service Policy and Limited Warranty, continued:

6. **Financing.** Any unpaid balance to bear interest at the rate of one and one-half (1-1/2)% per month, which is a FINANCE CHARGE, with an ANNUAL PERCENTAGE RATE of 18% on the unpaid balance.

7. **Structural Changes, Additions, Alterations:** In the event of any additions and/or alterations to the treated structure, or to the landscaping and lawn within 1 foot of the structure, Second Party must promptly notify FPC in writing of such changes and arrange with FPC for additional service, which may require additional service charges and/or adjustment in the annual renewal fee. This Agreement covers only the structure(s) identified. Since changes create new termite hazards, in the event the structure(s) is (are) modified, altered or otherwise changed, Second Party will immediately notify FPC for proper instructions and/or any additional treatment/monitoring required by the changes made. Failure to so notify FPC will void any and all warranties under this contract and will terminate this agreement automatically, effective the date the change was first begun on the structure(s) or surrounding land. FPC will require additional service charges and/or reserves the right to adjust the annual renewal fee, because of the increased risk caused by the changes.

8. **Transfer of ownership:** Second Party agrees to immediately notify FPC of any pending transfer of ownership of the property. Annual renewal fees will not be refunded. While this policy may be transferred to the new owner, FPC, at its sole option and discretion, reserves the absolute right to transfer or not transfer this agreement.

9. **Cancellation Clause:** This contract may be canceled for any reason, within 30 days before or after the Anniversary Date of this contract by either party in writing to be effective the day the current contract ends.

10. **Change in Law:** FPC performs its services in accordance with the requirements of the Environmental Protection Agency (EPA), Federal, State, and Local laws. In the event of a change in existing law as it pertains to the services promised herein, FPC reserves the right to amend or terminate this agreement.

11. **Entire Agreement:** This contract is the sole and entire agreement between the parties, and supercedes, replaces, and/or is an accord and satisfaction of any and all prior understandings, agreement(s), or contract(s) for the subject property (structures) or between the parties. Any and all modifications, changes, or waivers must be in writing and signed by both parties.

12. **Arbitration Agreement:** Second Party and FPC hereby specifically agree and covenant that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this agreement, and/or the subject property, and/or subject structure(s), and/or the termite treatment, shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in the Florida County where the servicing FPC office for this agreement is located at that time, using the substantive law of Florida, and in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be qualified in termite control and building construction matters by education, experience, licensing and training to deal with the issues. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of Competent jurisdiction. Neither party shall sue the other where the basis of the suit is in any way this agreement, or arises out of this agreement, other than for (1) enforcement of the arbitrator's decision, or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Alachua County, Florida. In no event shall either party be liable to the other for indirect, special, consequential, or punitive damages; loss of anticipated or actual profits, income or business opportunities; or living expenses of any kind (e.g. room, board, medical, gas, utilities, etc.). All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this contract.

13. **CHEMICAL SENSITIVITY: SECOND PARTY ACKNOWLEDGES AND UNDERSTANDS THAT CHEMICALS ARE USED TO PROVIDE THE REQUESTED TREATMENT, AND SECOND PARTY HEREBY SPECIFICALLY ACCEPTS AND AGREES THAT HE/SHE/THEY/IT HAS THE SOLE BURDEN TO CLEARLY AND AFFIRMATIVELY INFORM FPC OF ANY AND ALL CHEMICAL SENSITIVITY OR ALLERGIES, AND HEREBY COVENANTS AND WARRANTS THAT NEITHER HE/SHE/THEY/IT NOR ANYONE RESIDING, WORKING OR FREQUENTING THE PREMISES, ARE SENSITIVE OR ALLERGIC TO SAID CHEMICALS.**

Acknowledged and accepted by Owner/ Second Party:

 DATE: 12/16/2021
DATE: _____