



Suffolk Pest Control, Inc.

WOOD DESTROYING
ORGANISM
RETREATMENT
GUARANTEE

3508 Robs Drive, Suite C
Suffolk, Virginia 23434

PHONE: (757) 934-2223
FAX: (757) 934-7600

CUSTOMER NAME	PHONE	DATE
MAILING ADDRESS	SERVICE ADDRESS	
CITY/ZIP	CITY/ZIP	

- SUBTERRANEAN TERMITE
 POWDERPOST BEETLES
 OLD HOUSE BORERS
 MOISTURE BARRIER (APPLIED)
 ODD JOB (NO GUARANTEE)
 SAND (APPLIED)
 VENTS
 FUNGUS TREATMENT

SUFFOLK is hereby authorized to treat premises described above for one of the following.

SUFFOLK'S CONTINUOUS PROTECTION GUARANTEE

The type Guarantee checked above will be effective upon completion of initial treatment. The guarantee will cover the treated premises and will be subject to General Terms and conditions on the reverse side hereof. The Guarantee will be effective for a period of ONE year upon payment of the contract amount and thereafter so long as renewal payments are made annually. Renewal payments will be \$_____ each. **SUFFOLK** *(due next year)*

reserves the right to increase renewal payments by giving written notice to the Buyer in advance of the renewal date. **SUFFOLK** will reinspect the premises at such time as **SUFFOLK** may deem necessary or upon Buyer's request annually. The Buyer agrees to make the premises available for reinspection.

SEE GENERAL TERMS AND CONDITIONS ON REVERSE SIDE HEREOF.

11035 (6/06) 506028 5/2

CASH _____

FINANCE _____

OTHER _____

1. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. IF NOT UNDERSTOOD SEEK LEGAL ADVICE. THIS IS A LEGALLY BINDING CONTRACT.

2. YOU ARE ENTITLED TO AN EXACT, EXECUTED COPY OF THIS AGREEMENT.

3. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

4. PLEASE READ, SIGN AND RETURN WHITE COPY TO ACTIVATE WARRANTY.

INSPECTOR _____

TREATMENT DATE _____

\$ _____
TREATMENT PRICE

\$ _____
ANNUAL CONTRACT RENEWAL
(Due Next Year)

ACCEPTED BY:

BUYER OR BUYER'S AUTHORIZED AGENT

DATE _____

GENERAL TERMS AND CONDITIONS

IT IS AGREED under this contract that:

1. **SUFFOLK** is not responsible for the repair of visible damage existing as of the date of this contract except as to such damage as described on the Graph and Specifications and for which a specific charge for the repair of same is made. It is possible that damage may, as of the date of this contract, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspection. For this reason **SUFFOLK** cannot guarantee that the damage disclosed by visual inspection of the premises (and which is indicated on the Graph and Specifications) represents the entirety of the damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that **SUFFOLK** shall not be responsible for the repair of any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this contract.
2. Structural or mechanical defects which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of **SUFFOLK'S** treatment, thereby permitting infestation to continue after the date of initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and **SUFFOLK** will upon completion of said repairs, provide additional treatment deemed necessary by the Company to control the infestation in the area.
3. **SUFFOLK** liability shall be terminated should **SUFFOLK** be prevented from fulfilling its responsibilities under the terms of the contract or the Guarantee by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow **SUFFOLK** access to the premises for any purpose contemplated by the contractor or the Guarantee, specifically including reinspection, whether such reinspection was required by the customer or deemed necessary by **SUFFOLK**.
4. It is specifically understood and agreed that **SUFFOLK** and the Buyer are bound only by the terms and conditions of this agreement and not by any other representations, oral or otherwise.
5. If moisture and/or structural conditions which are conducive to Subterranean Termites (earth-wood contact, faulty grades, insufficient ventilation, etc.) are subsequently found to exist, then **SUFFOLK** shall be relieved of any and all liability for damage repairs.
6. This agreement covers the premises diagramed on the attached Graph and Specifications as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the Owner and the Company to reinspect the premises, provided additional treatment and/or adjust the Annual Renewal Fee.

SUBTERRANEAN TERMITE RETREATMENT GUARANTEE

Subject to the Graph and Specifications and the General Terms and Conditions, **SUFFOLK** retreatment guarantee obligates **SUFFOLK**, at no extra cost, to apply any necessary additional treatment to the premises if an infestation of Subterranean Termites is found in the premises during the effective period of the guarantee. The Buyer understands that **SUFFOLK** is obligated to retreat only. The Buyer agrees that the cost of retreating by **SUFFOLK** shall be deemed to operate in lieu of damages and to be considered liquidated damages, and the Buyer expressly waives and releases **SUFFOLK** from any further claims for damages to the structure or its contents occasioned by an infestation of Subterranean Termites.

POWDER POST BEETLES AND WOOD BORERS RETREATMENT GUARANTEE

(Liquid Chemical Treatment Only)

Subject to the Graph and Specifications and the General Terms and Conditions, **SUFFOLK** will apply treatment, restricted to the under structure of the premises, not including areas above the first floor level, and will retreat at no extra cost, should an infestation of Powder Post Beetles be found in the treated areas during the period the guarantee is in force. The Buyer understands that **SUFFOLK**, under the guarantee, is limited to retreatment only. The Buyer agrees that the cost of retreating by **SUFFOLK** shall be deemed to operate in lieu of damages and to be considered liquidated damages, and the Buyer expressly waives and releases **SUFFOLK** from any further claims for damages to the structure or its contents occasioned by an infestation of Powder Post Beetles.

MOISTURE BARRIER APPLIED GUARANTEE

Subject to the Graph and Specifications and the General Terms and Conditions, **SUFFOLK** will apply a moisture barrier on the applicable area of the crawl space only. **SUFFOLK** will replace or correct a portion of the moisture barrier as is necessary to help in the prevention of dampness, fungus or decay during the period the guarantee is in force. The Buyer understands that **SUFFOLK** is obligated for replacement or correction of the moisture barrier and in no way obligated to retreat (liquid chemical). The Buyer agrees that the cost of replacing or correcting the moisture barrier by **SUFFOLK** shall be deemed to operate in lieu of damages and to be considered liquidated damages, and the Buyer expressly waives and releases **SUFFOLK** from any further claims for damages to the structure or its contents occasioned by moisture, fungus or decay.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.