

Circle S Pest Control, Inc.

P.O. Box 771
Burnet, TX 78611
(512) 756-6645

January 22, 2018

Ann Nelson, President
Burnet County Heritage Society
Fort Croghan Grounds and Museum
703 Buchanan Drive
Burnet, TX 78611

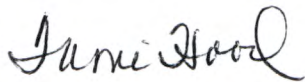
Subject: Subterranean Termite Control/Proposal/Service Agreement

Attached please find proposals for termite treatment of multiple structures located at the Fort Croghan Grounds and Museum.

The proposals are valid for 90 days.

Please contact me with any questions and for scheduling.

Regards,



Tami Hood
Circle S Pest Control, Inc.

1825.00
10 Buildings



Circle S Pest Control, Inc.

P.O. Box 771 Burnet, TX 78611 (512) 756-6645
TDA-TPCL #0567119

Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 1, Blacksmith**

Description of structure(s) to be treated: **All contents of this structure must be removed, inside and outside, prior to treatment.**

This service agreement, made on the **22 day of January, 2018** by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$ 75.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of **one (1) year** from the date of the original treatment and the Owner has the option to renew that warranty for an additional **four (4) years** at a cost of **\$ 10.00 per year**. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

ALL LIABILITIES ARISING FROM THIS AGREEMENT SHALL BE RESTRICTED TO THE PURCHASE PRICE OF THE TREATMENT.

Licensed and regulated under the Texas Department of Agriculture
PO Box 12847, Austin, TX 78711-28477, Phone (866) 918-4481, Fax (888) 232-2567

Circle S Pest Control, Inc.

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TDA-TPCL #0567119

Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 2, Pavilion**

Description of structure(s) to be treated: **This structure has 75' of concrete at the rear that will need to be drilled every 14" and the underlying soil treated, holes to be filled. Two sides need to be trenched and treated.**

This service agreement, made on the 22nd day of January, 2018 by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of \$600 to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of one (1) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional four (4) years at a cost of \$60 per year. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 3, The Stage Coach Stop**

Description of structure(s) to be treated: **Slab**

This service agreement, made on the 22nd day of January, 2018 by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of \$75.00 to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of one (1) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional four (4) years at a cost of \$10.00 per year. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 4, Adjutant's Office Building**

Description of structure(s) to be treated: **Slab**

This service agreement, made on the 22nd day of January, 2018 by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of \$150.00 to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of one (1) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional four (4) years at a cost of \$15.00 per year. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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TDA-TPCL #0567119

Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 5, Fry Cabin**

Description of structure(s) to be treated: **Floor must be removed prior to treatment**

This service agreement, made on the **22nd day of January, 2018** by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$200.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of **one (1) year** from the date of the original treatment and the Owner has the option to renew that warranty for an additional **four (4) years** at a cost of **\$20.00 per year**. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 7, Kincheloe Cabin**

Description of structure(s) to be treated: **Floor must be removed prior to treatment**

This service agreement, made on the **22nd day of January, 2018** by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$150.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of **one (1) year** from the date of the original treatment and the Owner has the option to renew that warranty for an additional **four (4) years** at a cost of **\$15.00 per year**. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 9, Altman Building**

Description of structure(s) to be treated: **Both floors must be removed prior to treatment**

This service agreement, made on the **22nd day of January, 2018** by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$200.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of **one (1) year** from the date of the original treatment and the Owner has the option to renew that warranty for an additional **four (4) years** at a cost of **\$20.00 per year**. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 10, The School**

Description of structure(s) to be treated: **Building sits high, broadcast spray from back**

This service agreement, made on the **22nd day of January, 2018** by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$75.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of **one (1) year** from the date of the original treatment and the Owner has the option to renew that warranty for an additional **four (4) years** at a cost of **\$10.00 per year**. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

The Owner acknowledges that no warranty is expressed or implied regarding the presence of damages arising from subterranean termites. The Owner understands that damage from subterranean termites may exist in areas which are not visible or which are obstructed from view. The Owner agrees that the Service Contractor shall not be held liable for existing or new damage to the above referenced property or contents, arising from an infestation of subterranean termites. It is further understood that the Service Contractor shall be held harmless for responsibility for damages to the property from subterranean termites that may occur in areas that are not visible or accessible during periodic inspections or re-treatments.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 11, Vanderveer Cabin**

Description of structure(s) to be treated: **Floor must be removed prior to treatment**

This service agreement, made on the 22nd day of January, 2018 by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of **\$200.00** to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of one (1) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional four (4) years at a cost of \$20.00 per year. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

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Subterranean Termite Control Proposal/Service Agreement

Purchaser: **Ann Nelson, President**
Burnet County Heritage Society
703 Buchanan Dr., Burnet, TX

Property Address: **Fort Croghan Grounds and Museum, Building 12, Lookout Building**

Description of structure(s) to be treated: **Slab**

This service agreement, made on the 22nd day of January, 2018 by and between Circle S Pest Control, Inc., hereinafter called the Service Contractor, and purchaser who declares to be the owner of the property described hereinafter called the Owner.

The Service Contractor agrees to render such services as to provide for the control of subterranean termites at the above referenced property address. The Owner, or his agent, agrees to pay the sum of \$100.00 to the Service Contractor upon completion of said services. This proposal/service contract does not include the treatment of or warranty against any infestation of Formosan or Drywood termites.

The termite control service is warranted for a period of one (1) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional four (4) years at a cost of \$10.00 per year. A yearly inspection shall be made, at which time the renewal fee will be charged. It is the responsibility of the Owner to make the property available for the yearly inspection. Failure to do so shall nullify the terms of the agreement. Non-payment of the annual renewal fee constitutes a breach of this service agreement by Owner. At any time during the warranty period, the Owner shall notify the Service Contractor of any signs of a subterranean termite infestation in a timely manner. Upon receipt of timely notification of such signs of infestation, the Service Contractor shall arrange to provide any necessary re-treatment at no additional cost to the Owner. Warranty is transferable to any subsequent owner of property at no additional cost.

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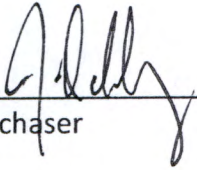
ALL LIABILITIES ARISING FROM THIS AGREEMENT SHALL BE RESTRICTED TO THE PURCHASE PRICE OF THE TREATMENT.

Any controversy or claim arising out of, or relating to this agreement, or from services rendered under its terms, will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

It is the responsibility of the Owner, or his agent, to notify the Service Contractor of any intended structural modifications or excavations in order that the Service Contractor may render or propose to render whatever services it deems necessary for the continued control of subterranean termites at the above referenced structure(s).

It is the responsibility of the Owner, or his agent, to fully disclose to the Service Contractor prior to treatment services all information that is relevant regarding the construction of the structure(s) including, but not limited to, the existence and placement of wells or cisterns, plenum airspaces, crawlspaces, embedded ductwork, concealed pipes or cables, waterproofing, drainage systems, dampness or water conditions, etc. FAILURE TO DIVULGE SUCH INFORMATION TO THE SERVICE CONTRACTOR SHALL FOREVER AND FULLY RELEASE THE SERVICE CONTRACTOR FROM ANY AND ALL LIABILITY ARISING OUT OF THIS AGREEMENT.

The Owner hereby acknowledges to having read this document, understands that it affects the rights and responsibilities of all parties and agrees to be bound by the terms contained within it.



Purchaser

5-30-2018

Date

Service Contractor

Date

**PURCHASER'S
SIGNED COPY**

Subterranean Termite Post-Construction Treatment Disclosure For Each Estimate

When an estimate or proposal for termite treatment is submitted to a consumer the pest control company must provide the following written disclosure information: For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Telephone number (866) 918-4481 or Fax: 888-232-2567. Documentation shall also include but is not limited to approximate perimeter measurement of the structure, areas of active or previous termite activity, the concentration of any liquid termiticide application to be used or the minimum number of baiting systems installed or the square footage if a barrier is installed. The consumer is advised to review all this information and the pesticide label for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive.

Definitions of Treatment

A subterranean termite treatment may be a partial treatment or a spot treatment using termiticide, approved physical barriers or a baiting system. These types of treatments are defined as follows:

Partial Treatment

This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (See definition below.) Ex: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment

Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot." Often there are adjacent areas susceptible to termite infestation, which are not treated.

Baiting System

This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

Barriers

If a physical device is used, the square footage of the physical device must be recorded and a diagram describing the installation will be provided.

WARRANTY information provided includes the complete details any warranty provided and the following:

- Time Period of the Warranty
- Renewal Options and Cost
- Obligations of the Contracting Parties
- Conditions that could develop which would void the warranty
- Name of the pest control company responsible for the warranty.

If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify)

A copy of the consumer information sheet has been made available to the appropriate party.

Additional Information

In addition to the information listed above the following information must also be included on the diagram: Known wood destroying insect activity, conducive conditions, type of construction, construction details, and any other information about construction relevant to the treatment proposal.

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