

Circle S Pest Control, Inc.

P.O. Box 771 Burnet, TX 78611 (512) 756-6645
TPCL #6353

Subterranean Termite Control Proposal/Service Agreement

Purchaser: **The County of Burnet**
Oakalla Community Center

Phone: **512-755-9603 (Richard)**

Property Address: **29011 FM 963**

City, State, Zip: **Oakalla, TX 78608**

Description of structure(s) to be treated: **Community Center**

This service agreement, made on the 23rd day of August, 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 \$3,500 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 1 (one) year from the date of the original treatment and the Owner has the option to renew that warranty for an additional 9 (nine) years at a cost of \$200 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.

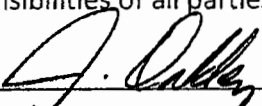
Any controversy or claim arising out of, or relating to this agreement, or from services rendered under its terms, will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having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

Other (specify): _____

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.



Owner/Agent


Service Contractor

Date 08.23.2018

Date