# THIS CONTRACT PROVIDES FOR TREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

SOUTHERN PEST CONTROL OF GA., INC.

t/a

## **SOVEREIGN PEST CONTROL**

301 South Perimeter Park Dr., Suite 100 Nashville, TN 37211 (615) 227-6207 www.sovereignpestcontrol.com CHARTER 4825

## SERVICE PLAN AGREEMENT

PURCHASER		
PROPERTY ADDRESS	PHONE	
CITY	STATE	ZIP
E-MAIL ADDRESS		
INITIAL SERVICE PLAN PERIOD (Select One)	1 YEAR	2 YEARS
INITAL SERVICE PLAN DATE:	INITIAL SERVICE PLAN PRICE	
PAYMENT TERMS		
The customer must select and initial the service options that selected and initialed will not be included in this agreement.  Pest Control Option: Effective from the initial Control shall determine and provide the appropriate treatmes spiders, crickets, millipedes, centipedes, rats, mice, pill be Pest Control will inspect and provide general pest applicated GUARANTEE, if residence is not kept substantially free the Pest Control. Other  Termite Service Option: Effective from the eign Pest Control shall determine and provide the appropriate is discovered. Sovereign Pest Control will inspect and provide the appropriate is discovered. Sovereign Pest Control will be performed at no time of infestation until the infestation is discovered and treatment found necessary will be performed at no time of infestation until the infestation is discovered and treatment form covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pests and termites to property or control that the covered pest performed at the covered pest pe	tial service plan date through the to identified premises fougs, and silverfish once artions once annually for the from all covered pests, subme initial service plan date late liquid treatment for subovide general pest application charge. It is understood the teated. The agreement does	th the initial plan period, Sovereign Pest rants, carpenter ants, earwigs, roaches, a infestation is discovered. Sovereign e plan period. 100% MONEY BACK ject to a final inspection by Sovereign through the initial plan period, sovereign through the initial plan period at termite damage may occur from the not guarantee against present or future
	- Check Appropriate Box	
<ul> <li>□ No Termite Treatment Done - No Visible Evidence of S</li> <li>□ Post Construction Defined Liquid Termite Soil Treatment</li> </ul>		
Inspector Initials	Purchaser Initials	
At the option of Sovereign Pest Control, and the Purchaser per year, payable on or before the end of the previous plan annual service plan price after the initial service plan period and all contract conditions and terms will be for the one ye	n period. Sovereign Pest (d. After the initial plan per	Control reserves the right to revise the
Purchaser agrees to arrange for the additional service and a or alterations to the premises. Any additional provisions a reverse side hereof.		
SOUTHERN PEST CONTROL OF GA., INC. T/A SOVEREIGN PEST CONTROL		
Inspector	Purchaser or Authorized	Agent
Date	Date	

Revised February 2014

#### GENERAL CONDITIONS

(Also appearing on reverse side of guarantee)

- 1. WATER LEAKAGE. Structural or mechanical defects which may result in water leakage on treated areas, including leakage in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment. Such leakage can further produce unusual situations abnormally conducive to new infestation. If such conditions are discovered, it is agreed that the purchaser will be responsible for making such repairs as are necessary to correct said defects and for repairing any damage which was caused by said water leakage and/or termite infestation allowed to continue as a consequence of such leakage. Sovereign Pest Control will, upon completion of repairs necessary to correct said defects, provide additional treatment to control infestation in the area. The cost of said additional treatment will be paid by the purchaser.
- 2. ENTIRE AGREEMENT. The guarantee constitutes the entire agreement between the parties and no other representation or statements will be binding upon parties.
- 3. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim for breach of this agreement will be made immediately in writing to any Sovereign Pest Control office. Sovereign Pest Control is only obligated to perform under this agreement provided the Purchaser allows Sovereign Pest Control access to identified property for any purpose contemplated by this agreement, including but not limited to reinspection, whether the inspection was requested by the Purchaser or considered necessary by Sovereign Pest Control.

#### 4. DISCLAIMER.

- A. Sovereign Pest Control's liability under this agreement will be terminated if Sovereign Pest Control is prevented from fulfilling responsibilities under this agreement by reasons of delays in transportation, shortages or fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions or any other act of God or circumstances of cause beyond the control of Sovereign Pest Control.
- B. Sovereign Pest Control disclaims any liability for special, incidental or consequential damages. The guarantees stated in this agreement are given in lieu of any other guarantee or warranties, express or implied, including any warranty or merchantability or fitness for a particular purpose.
- C. Sovereign Pest Control makes no representation as to ever having previously treated this property.
- D. Any termite infestation and any damage from such infestation discovered after the contract has been cancelled is not the responsibility of Sovereign Pest Control.
- E. Formosan Termites are excluded from any coverage provided in this contract.
- 5. NON-PAYMENT. In the case of non-payment by the Purchaser, reasonable attorney fees and cost of collection shall be paid by the Purchaser, whether suit is filed or not.
- 6. NO AFFILIATION. The Corporate party with whom the Purchaser has contracted is set forth opposite the Purchaser's signature on the reverse hereof. Purchaser acknowledges that such Corporate party is a corporation which is separate and distinct from any other entity who or which may perform or provide similar services and trade under the name Sovereign Pest Control or a similar name.
- 7. If the initial plan period on the front of the contract is not clearly selected, the initial service plan period will automatically default to one year.
- 8. Any provision for a limitation of liability based upon any modification or addition to the structure as depicted in the diagram attached to this contract shall be set forth in the Contract so that the homeowner understands that he is responsible for notifying Soverign Pest Control of any modifications or alterations which are made during any contract period.

### NOTICE OF CANCELLATION

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or telegram to:

SOVEREIGN PEST CONTROL
P.O. Box 8726
Virginia Beach, VA 23450
not later than the midnight of the third business day of this transaction.
I hereby cancel this transaction.

Purchaser's Signature Date