

Blue Sky Pest Control Subterranean Termite Inspection and Protection Agreement



Protection Period From: 11 / 7 / 18 to: 11 / 7 / 19

Customer Number: 51428

1936 West Rawhide Avenue • Gilbert, Arizona 85233
(480) 635-8492 • www.blueskypest.com

SERVICE ADDRESS

Jim Summers

Customer Name

717.503.6152

Primary Contact Number

Secondary Contact Number (*both required)

Spouse/Roommate Name

28238 N 67th St

Address

Jasummersdum@yahoo.com

Email Address

Cave Creek AZ 85331

City

State

Zip Code

Billing Address (*if different from service address)

City

State

Zip Code

BLUE SKY PEST CONTROL SERVICES SERVICE PRICE

<input checked="" type="checkbox"/> 1 - Year Subterranean Termite Inspection and Protection Agreement	\$ <u>179.00</u>
<input type="checkbox"/> _____ Other _____	+ \$ _____
Total =	\$ <u>179.00</u>

Description of Property to be Serviced: Residential - Floating Slab

Notes:

Recommendations:

METHOD OF PAYMENT

- One-time check payment will be paid upon completion of the inspection. Check # _____
- One-time credit/debit card payment. I authorize my credit/debit card to be used to pay for the total charges upon the completion of the inspection.
- Easy Pay Option. I authorize my credit / debit card to be charged \$ _____ Monthly Bi-Monthly Quarterly

Mastercard Visa Discover AMEX

Credit Card # _____ Exp Date _ _ / _ _

Name as it appears on the card _____

Card Holder Signature _____

AGREEMENT ACCEPTANCE OF SERVICE AGREEMENT

This agreement provides for the treatment or retreatment of the infested area of the covered structure(s) in the event that subterranean termites infest or reinfest the covered structure(s). **THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGES TO THE STRUCTURE(S) OR ITS CONTENTS.**

The customer is entitled to a three day right of rescision after the date of this agreement. See reverse side for specific terms and conditions.

I have read and I understand this entire agreement.

Accepted By:

Jim Summers
Home Owner or Authorized Signature

12.20.18

Date

Jeremiah Chaney
Signature of Inspector

Jeremiah Chaney

Print Name of Inspector

License # of Inspector 100309 Business License #: 8224

THIS LIMITED WARRANTY IS SUBJECT TO TERMS & CONDITIONS LISTED ON THE REVERSE SIDE.

SUBTERRANEAN TERMITE INSPECTION AND PROTECTION AGREEMENT TERMS & CONDITIONS

The Subterranean Termite Inspection and Protection Agreement ("Agreement") is subject to the following terms and conditions ("Terms and Conditions") to which the Customer expressly agrees:

- Covered Structures.** The "Covered Structures" are the areas Blue Sky Pest Control agrees to service under the Agreement. The Covered Structures and details regarding the service performed are described in the Agreement under the section entitled "Description of Property Served." The Agreement is valid only with regard to the Covered Structures, and Blue Sky Pest Control shall not provide service to any building, portion of building, or other structure not included in the Covered Structures.
- Reinfestation Possible.** Blue Sky Pest Control does not guarantee or represent that termites will never infest, reinfest, or return to the Covered Structures.
- Exclusions.** The Agreement does not extend to or cover any structural or wood damage from any cause including termite damage, wood rot, water damage, dry stain mold or similar types of damage or defects. Fences, outbuildings, detached garages, or other unattached structures are not included in the Agreement unless specifically identified as Covered Structures. THE AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE TO THE COVERED STRUCTURES OR THEIR CONTENTS.
- Inaccessible Areas.** The Agreement becomes effective only after a visual inspection and service of the accessible areas of the Covered Structures, in accordance with customary practices and procedures of the pest control industry. Blue Sky Pest Control shall not be liable for the treatment or retreatment of areas which are not accessible for inspection or treatment, whether inaccessible due to physical obstruction or otherwise hidden from view, including but not limited to locked rooms and portions of covered structures, hidden passageways, and rooms and portions of Covered Structures where their contents obstruct access.
- Changed Conditions.** The Agreement is restricted to the Covered Structures as they exist at the time of the visual inspection and service. If evacuation or disruption of chemical (soil) barrier has taken place, or at the time of reinspection any new construction or addition to the Covered Structures is evident (each a "Changed Condition"), such Changed Conditions may be added as an endorsement to the Agreement subject to inspection and agreement by Blue Sky Pest Control and compliance with Blue Sky Pest Control's requirements. If any Changed Condition is not approved by Blue Sky Pest Control in writing and added as an endorsement to the Agreement, Blue Sky Pest Control shall be released from any and all liability and shall have the option to terminate the Agreement without notice.
- Conducive Conditions.** The Agreement does not extend to or cover the treatment or retreatment of any active infestation or damage therefrom sustained or caused by a Conducive Condition. "Conducive Conditions" are those which may sustain, give rise to, encourage, or increase the likelihood of an active infestation, and include, but are not limited to, above ground moisture sources, wood to ground contact, roof leaks, downspouts, dry stain mold, moisture from plumbing, improper ventilation, faulty plumbing, water leaks in or around the Covered Structures, inherent structural problems, masonry failures, settlement of the foundation, foam insulation, and firewood, trash, lumber, wood, shrubs, vines and other forms of landscaping in contact with the Covered Structures. The Customer is responsible to keep the Covered Structures free from Conducive Conditions. The Customer agrees to be solely responsible for identifying and correcting Conducive Conditions. If any Conducive Condition is not corrected within thirty (30) days of Blue Sky Pest Control's notice to the Customer, Blue Sky Pest Control shall be released from any and all liability and shall have the option to terminate the Agreement without notice.
- Notice of Infestation.** Customer must notify Blue Sky Pest Control in writing of any active infestation or reinfestation within thirty (30) days of the date such active infestation or reinfestation is discovered. Said written notice shall include a statement regarding the nature of the infestation and the date it was discovered and shall identify an individual or a representative of the Customer to contact regarding treatment, as well as his or her contact information.
- Treatment.** The following conditions, subject to the other Terms and Conditions of the Agreement, shall also apply if treatment or retreatment becomes necessary. If Customer does not satisfy each of the following conditions in this Section 8, the Agreement will be null and void.
 - Treatment will be completed at the expense of Blue Sky Pest Control.
 - Slab buildings with wells, cisterns, dampness, or moisture conditions, will be treated in accordance with specifications tailored to the particular building and only after execution of full liability releases by the Customer.
 - Any alterations or preparations to the Covered Structures which, in the sole opinion of Blue Sky Pest Control, are necessary prior to treatment, including, but not limited to, sealing of foundation wall, removal of flooring, regrading, removal of carpet, correction of leaks, and sealing of ducts shall be the responsibility of the Customer.
 - Access to adjacent property, occupant evacuation, or other precautions, when deemed necessary by Blue Sky Pest Control, shall be arranged by and shall be the sole responsibility of the Customer.
 - Prior to treatment the Customer must divulge any information concerning hidden plenum air spaces, crawl spaces, airducts (underground or embedded in a slab), wells or cisterns (including those existing on adjacent properties), concealed pipes or cables, waterproofing installation, a high water table, dampness or moisture conditions, or any other condition that may contribute to the pollution to the environment. If the Customer, prior to treatment by Blue Sky Pest Control, fails to divulge such information, the Customer forever and fully releases Blue Sky Pest Control from any and all liability arising from any treatment.
- Evaluation of Structural Damage.** Neither Blue Sky Pest Control nor its employees or independent contractors claim expertise in construction or in the building trades. Accordingly, Blue Sky Pest Control does not and cannot evaluate the extent of any damage to any structure or the effect on its structural integrity. Parties wanting to know the extent of damage and need for repairs must consult qualified experts in the building construction trades.
- Limitation of Liability.** Blue Sky Pest Control shall not be liable for any loss of or damage to any real or personal property of the Customer or any other person, or for any personal or bodily injury resulting from the services provided under the Agreement. Customer expressly waives any claim to economic, compensatory, incidental, consequential, or punitive damages relating to the existence of subterranean termites or subterranean termite damage, or for increased costs, loss of use, business interruption, or any stigma damage due to the presence of subterranean termites or subterranean termite damage. In any event, any damage award against Blue Sky Pest Control shall be limited to the amount the Customer has paid Blue Sky Pest Control under the Agreement.
- Applicable Laws.** It is understood that the specifications and requirements of the visual inspection and service are based upon applicable laws, regulations, and ordinances in effect as of the date of the Agreement. Blue Sky Pest Control assumes no responsibility whatsoever for any additional requirements imposed by such laws, regulations, and ordinances subsequent to such dates.
- Entire Agreement.** The Agreement supersedes and replaces any other verbal or written representations, reports, contracts, or agreements between Blue Sky Pest Control and the Customer, and it represents the sole obligation of Blue Sky Pest Control to any party. The Agreement may be changed, modified, or altered only by an agreement in writing, signed by the parties.
- Term: Renewal.** The term of the Agreement shall be as specified on the Agreement, and the Agreement shall automatically terminate at the end of the term. If no term is specified, the Agreement will automatically terminate one (1) year from the date the Agreement commences. If Customer wishes to renew the Agreement, Customer must request a renewal from Blue Sky Pest Control in writing at least thirty (30) days prior to the end of the term. Renewal is at the sole discretion of Blue Sky Pest Control and may be conditioned upon inspection of the Covered Structures. Unless otherwise agreed by the parties in a signed writing, any subsequent retreatment or renewal by Blue Sky Pest Control shall be subject to these same Terms and Conditions.
- Fee.** Blue Sky Pest Control reserves the right to adjust the annual price for its services. If Customer fails to make payments when due under the Agreement, Blue Sky Pest Control may terminate the Agreement without further notice.
- Assignment.** Customer may not assign the Agreement without the prior written consent of Blue Sky Pest Control. Upon request to assign the Agreement, Blue Sky Pest Control may inspect the Covered Structures and charge a transfer fee.
- Force Majeure.** If Blue Sky Pest Control's performance of any of its obligations under the Agreement is hindered or prevented, in whole in or substantial part, by a force majeure, such non-performance or delayed performance shall be excused and shall not be deemed a breach of the Agreement. A force majeure includes an Act of God, inevitable accident, fire, severe weather, labor dispute, riot or other civil disturbance, act of public enemy, governmental act, war, act of terrorism, failure of technical facilities, quarantine restriction, national emergency, transportation delay, embargo, or other reason beyond the control of the parties that is generally regarded as a force majeure.
- Dispute Resolution.** The Agreement shall be subject to and governed by the laws of the State of Arizona. Any action arising from or relating to the Agreement shall be brought in Maricopa County, Arizona, only, and the parties hereby consent to the personal jurisdiction of said Court. If the Customer fails to pay any amount due under the Agreement, the Customer shall pay Blue Sky Pest Control's collection costs and reasonable attorneys' fees. Except a dispute or claim related to the Customer's failure to pay amounts due under the Agreement, any dispute between the parties which cannot be resolved by good faith negotiation must be resolved by mediation and then arbitration. A single mediator shall be selected by the parties according to the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges rendered by the mediator. If the parties do not settle the dispute within thirty (30) days after submission of the matter to mediation, or within such time as agreed to by the parties, the dispute may be submitted to binding arbitration by a single arbitrator in accordance with the rules of the AAA. The arbitrator shall have the authority to award any remedy or relief that a court in the State of Arizona could order or grant, including, without limitation, specific performance, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The parties agree that the award of the arbitrator shall be final, and judgment upon the award may be entered in any court of competent jurisdiction in the State of Arizona. The arbitrator may award the prevailing party its costs and attorneys' fees incurred in the arbitration process.