

# Tennessee Pest Defense

302124

P.O. Box 562, Cookeville, TN 38503 931-526-7942

## LIFETIME SUBTERRANEAN TERMITE RETREATMENT GUARANTEE

10/21/2015  
Date

Customer Name

5360 Old Hwy 42  
Street Address of Treatment Premises

Cookeville TN 38506  
City State Zip

Service Billing Phone

Business Billing Phone

Structure(s) to be treated:

Home Only

Billing Name (if different)

Billing Address (if different)

City State Zip

METHOD OF PAYMENT:

☐ FINANCED-See Finance Agreement

☒ CASH-BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: ☒ CHECK # \_\_\_\_\_ ☐ CASH

Service Purchased:

a. Initial Treatment Cost	\$ <u>350.00</u>
b. Less Cash Down (-)	\$ <u>350.00</u>
c. Unpaid Balance	\$ _____

TENNESSEE PEST DEFENSE is hereby authorized to place bait stations in and around Customer's building and treat for :  
☒ prevention, ☐ presumptive evidence, ☐ control of Subterranean Termites.

Customer shall receive the following Guarantee after the service is performed.

**LIFETIME RENEWABLE SUBTERRANEAN TERMITE RETREATMENT GUARANTEE:** TENNESSEE PEST DEFENSE will retreat the structure for Subterranean Termites at no cost to customer if an infestation of Subterranean Termites is found and all payments are current. This guarantee does not cover any damage to the structure or contents. In the event the premises are structurally modified or altered, or if soil is removed or added around the foundation, Customer will notify TENNESSEE PEST DEFENSE prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the re-treatment guarantee. TENNESSEE PEST DEFENSE IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESSED OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES TENNESSEE PEST DEFENSE FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR.

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT GUARANTEE:** Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing; all firewood, trash, lumber, wood, foam insulation, stucco construction, styrofoam molded foundation systems, siding, including vinyl, wood and metal, and other insulation materials, which permit hidden termite entry, must be kept from contact with the ground. The existence of any of these conditions shall void the retreatment guarantee. In the event the premises are structurally modified or altered, if soil is removed or added around the foundation, Customer will notify TENNESSEE PEST DEFENSE prior to such addition or alteration and will purchase the additional treatment required by the changes. Customer shall allow TENNESSEE PEST DEFENSE to make periodic inspections for Subterranean Termites.

Customer waives and releases TENNESSEE PEST DEFENSE from any liability, including treatment or retreatment, caused by an infestation of Drywood Termites, Boring Beetles, Wood Decay, Fungus or other Wood Destroying insects, with the exception of Subterranean Termites.

**RENEWAL FEE:** Customer shall pay an annual renewal fee of \$75.00. The annual renewal will not increase for two (2) years after initial treatment. Thereafter, TENNESSEE PEST DEFENSE shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

**FORCE MAJEURE (Circumstances beyond TENNESSEE PEST DEFENSE'S control):** TENNESSEE PEST DEFENSE'S obligations under this Agreement shall be canceled if TENNESSEE PEST DEFENSE can not perform its responsibilities because of acts of war, terrorism, strikes, failure of supplies from ordinary sources and Acts of God, including, earthquakes, storms, fires and floods, or if a natural occurrence, such as storms, floods, fires, substantially alters or destroys the effectiveness of TENNESSEE PEST DEFENSE'S treatment.

Customer Name Printed

Customer Signature

David Young  
Representative Name Printed

David Young  
Representative Signature