

PARAMOUNT

YARD PEST CONTROL | ELIMINATE | DEFEND | PROTECT



443-720-9987 Cell 410-544-4524 Office

paramountpestservices.com

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MD Dept. of Agriculture # 32498

Purchaser: _____

Date: _____

Address: _____

Home Phone: _____

City: _____ Zip: _____

Other Phone: _____

SUBTERRANEAN TERMITE TREATMENT AND PROTECTION PLAN

Effective from the date of initial treatment and for one year thereafter, for the sum of \$_____, Paramount Yard Pest Control shall guarantee that the above described property identified on the attached graph, has been treated for termites or is under warranty for the prevention of termites. After the initial period of one full year, *any new damage that may occur is covered up to \$500,000*. New damage is defined by the presence of live, working termites. It is understood that hidden damage may exist in areas that are not accessible for visual inspection. Termite damage present in the area of previous damage (as marked on the inspection graph), is not covered by any warranty until all necessary repairs have been made.

You, the purchaser, may elect to extend this guarantee and damage warranty on an annual basis, for the lifetime of the property for \$_____ per year, payable on or before the end of the previous protection period. After the third year, Paramount Yard Pest Control reserves the right to revise the extension fee. If this contract is renewed beyond the initial contract term, Paramount Yard Pest Control *will re-inspect the property periodically and any termite treatment found necessary will be performed at no additional charge. An exterior pest treatment will be performed at no charge during this inspection per your request should insects be present.*

Purchaser agrees to arrange for any additional service and adjustment to the extension fee in the event of any additions or alterations to the above property. Upon transfer of ownership of this property, the new owner, at their option, may continue this policy with Paramount Yard Pest Control under the same terms and conditions as above.

I have read the above and back page of this agreement and understand and agree to the terms and conditions thereof, and do accept the same and agree to have the treatment scheduled for:

Schedule Date & Time

Payment Terms:

COD **Credit Card#** _____ **Exp:** _____ **V-Code:** _____

Inspector's Signature

Buyer's Signature

Date

NOTICE: You, the buyer, may cancel this transaction any time prior to midnight of the third business day after the date of the transaction.

TERMS AND CONDITIONS

1. **EXISTING DAMAGE:** Paramount Yard Pest Control is not responsible for the repair of either visible or hidden damage existing as of the date of this agreement. Because damage may be present in areas which are inaccessible to visual inspection, Paramount Yard Pest Control does not guarantee that the damage shown on the attached graph represents all of the damage that exists as of the date of treatment. Damage found after the date of treatment will not be considered new damage unless a live infestation of termites is found in the wood.
2. **NOTICE OF CLAIMS AND ACCESS TO PROPERTY:** Any claims made under this agreement will be made immediately to Paramount Yard Pest Control. Customer agrees to allow access to property for the purpose of inspection and treatment as necessary by Paramount Yard Pest Control. Under NO circumstance will any damage or retreatment claim be honored without the prior written approval and consent of Paramount Yard Pest Control.
3. **ADDITIONS AND ALTERATIONS:** This agreement covers the property described on the inspection graph as of the date of this agreement. Any additions or alterations to the foundation that occurs after treatment must be treated at the customer's expense. Paramount Yard Pest Control also reserves the right to adjust the annual extension fee accordingly. Failure to notify Paramount Yard Pest Control of any additions or alterations made will cancel this agreement in its entirety without further notice.
4. **WATER LEAKAGE:** Water leakage in treated areas or through the roof or exterior walls of the identified property may destroy the effectiveness of the treatment and is a condition conducive to infestation. Customer is responsible to make timely repairs as are necessary to stop water leakage and upon completion, have Paramount Yard Pest Control treat the areas as necessary at the customer's expense. Failure to do so will cancel all terms of this agreement automatically without further notice. Moisture of any type, staining on wood, wood rot or dampness voids the repair portion of this warranty in that specific area.
5. **DISCLAIMER:**
 - A. Paramount Yard Pest Control's liability under this agreement will be terminated if Paramount Yard Pest Control is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays, fire, floods, earthquakes, hurricanes or any other act of God.
 - B. This agreement does not cover and Paramount Yard Pest Control will not be responsible for:
 1. Damage resulting from or service required for moisture conditions including but not limited to fungus or wood rot.
 2. Damage resulting from grade alterations.
 3. Damage resulting from subterranean termites to fences and wood decks with wood to earth contact.
 4. Chemical resulting from cracks in foundation walls or floors.
 - C. The liability of Paramount Yard Pest Control shall be limited to only those acts which are considered negligent in terms of improper application and other negligent acts consistent with the regular services performed by a pest control operation, which can be identified as within the pest control operators professional responsibility. Owner or agent agrees to "Assume Risk" of that which cannot be completely determined by the visual inspection and treatment or visually identified, and Paramount Yard Pest Control will not be held liable for loss or damage to property during the treatment process other than that of the cost of the original services provided.
6. **ENTIRE AGREEMENT:** The service order signed at the time of purchase and the inspection graph constitutes the entire agreement between the parties and no verbal statements or other representations will be binding upon the parties.
7. **NON-PAYMENT:** In case of non-payment or default by purchaser, Paramount Yard Pest Control has the right to terminate this agreement, reasonable attorney's fees and the cost of collection shall be paid by the purchaser, whether or not a lawsuit is filed.