



**TERMITE AND PEST CONTROL SERVICE**  
(Subterranean Termite Control)



**HOLDER'S PEST CONTROL CO., INC.**  
10530 Rockley Rd., Suite 110, Houston, TX 77099  
(281) 561-9999 • (800) 562-8103 • Fax (281) 575-6955  
www.holderspestcontrol.com

# CLIENT TERMITE CONTROL SERVICE AGREEMENT

Retreatment Only Agreement, No Damage Repair.       Damage Repair Agreement, Requires Different Contract.

Client's Name <u>BELLA VITA CLUBHOUSE</u>	Service Location <u>1548 N RIVIERA CIRCLE</u>
Billing Address	Effective Date <u>PEARLAND TX 77581</u>
City, State, Zip Code	Contact Person
Attention	
Phone: H <u>281-464-3150</u> W      Other	

This agreement covers only the premises specified above and included on the graph sheets. Type of treatment is for subterranean termites only. (Note graph)

**COVERAGE:** For a period of one year, beginning on the effective date shown above, HOLDER'S PEST CONTROL CO. INC., agrees to provide necessary service and treatment for the control of subterranean termites for the covered premises for the sum of \$ 1072.60 + sales tax \$ 88.44, total charge \$ 1160.44 payable on completion of initial treatment, by MasterCard, VISA, Discover or American Express or cash. (Credit sale is subject to approval by Holder's Credit Department.)

**RETREATMENT:** If subterranean termite reinfestation is discovered to the covered premises or its contents, then HOLDER'S will perform any further treatment it finds necessary, free of charge, for the initial and renewal term of this agreement.

**HOLDER'S DOES NOT ACCEPT ANY LIABILITY FOR ANY SUBTERRANEAN TERMITE DAMAGE REPAIR.**

**RENEWAL:** This agreement is renewable from year to year upon payment by the client of an annual renewal fee of \$ 126.50 + sales tax \$ 9.90, total charge \$ 139.90 which is due one year from the effective date and thereafter on the anniversary date. This payment extends your coverage for another 12 months. During the contract year Holder's will make a subterranean termite inspection of the covered premises, if requested by the client. This agreement can be terminated by either party with or without cause at the end of one-year term. HOLDER'S reserves the right to revise the annual renewal fee after the third year, upon notice to the client.

**NOTE REVERSE SIDE FOR LIMITATIONS OF LIABILITY**

Notice of Right to Cancel: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached Notice of Cancellation for an explanation of this right.

The contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar, Austin, TX 78705-4207. (512)-479-1285.

Licensed by Texas Department of Agriculture Structural Pest Control Services, P.O. Box 12847, Austin, TX 78711-2847. (512)-305-8250. (866)-918-9481.

**Before the termite treatment on my property I acknowledge that I have received from Holder's Pest Control Co., a specimen label of the termiticide to be used.**

[Signature]  
Authorized Representative  
HOLDER'S TERMITE & PEST CONTROL

[Signature]  
Client's Signature  
**PLEASE SIGN FRONT & BACK**

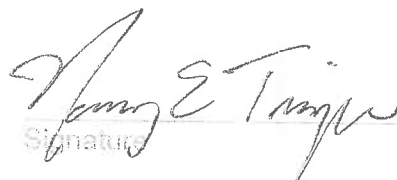
2-21-13  
Date

## LIMITATIONS OF LIABILITY

1. HOLDER'S liability for the retreatment of the covered premises is limited to areas of reinfestation to the structure which occur during the term of this agreement.
2. HOLDER'S shall not be liable for the retreatment to covered premises that have been added to or structurally altered unless HOLDER'S has been notified prior to the beginning of any alteration or addition, and any additional treatment or retreatment HOLDER'S finds necessary is performed. Such alterations and additions must be serviced by HOLDER'S as soon as practicable - at the expense of the customer.
3. HOLDER'S shall not be liable for treatment of a subterranean termite reinfestation if the protective chemical barrier has been disturbed by erosion, flooding, foundation repair, plumbing repair, landscaping or anything else that removes this chemical barrier. The chemical barrier must be replaced at the owner's expense by HOLDER'S PEST CONTROL to maintain the existing coverage.
4. HOLDER'S shall have no liability under this agreement should customer refuse to allow HOLDER'S access to the covered premises or any additions for the purpose of carrying out the terms and conditions of this agreement.
5. HOLDER'S shall not be liable for treatment of a subterranean termite reinfestation caused by ABNORMAL moisture conditions such as leaky roofs and plumbing or wet soil under the structure or caused by any lumber, paper or other cellulose material placed in direct contact with the ground and/or the treated structure.
6. HOLDER'S shall not be liable for retreatment of subterranean termite reinfestation or survival after treatment or damage caused by reinfestation or survival after treatment when the reinfestation or survival is due to the customer's failure to correct conditions conducive to the subterranean termite reinfestation or survival. These conducive conditions include, but not limited to, excessive moisture, cracked slab, soil levels above the slab.
7. **WORKMANSHIP:** The control of subterranean termites, in accordance with label directions for all termiticide and instructions for Sentricon bait station installation, requires that trenches be dug adjacent to foundations, holes be drilled through slab areas and holes be drilled in soil. In the unlikely event that electrical lines, gas lines, water lines, cable conduct, or any other subsoil or subslab items are damaged while performing any work hereunder, **HOLDER'S PEST CONTROL WILL NOT BE RESPONSIBLE** for repairs or replacement of such damaged items, or damage to any property or plants caused by damage to the above mentioned items. It also may be necessary to remove or drill through carpet, tile, brick, or other floor or yard coverings. Holder's will work carefully to replace or patch coverings to their original appearances, but should the customer not be pleased, the customer agrees to employ the services of a professional at the customer's expense.
8. **THIS IS NOT A SUBTERRANEAN TERMITE DAMAGE REPAIR CONTRACT. HOLDER'S DOES NOT ACCEPT ANY LIABILITY FOR ANY SUBTERRANEAN TERMITE DAMAGE REPAIR.**
9. **THIS IS NOT A DAMAGE REPORT AND IT IS NOT VALID FOR A REAL ESTATE TRANSACTION.**
10. Should you sell your house, please notify HOLDER'S to transfer this contract to the new owner(s). This involves a small transfer fee and reinspection of the property. If conditions exist that are conducive to termite reinfestation, transfer may be denied.

2-21-13

Date

  
Signature



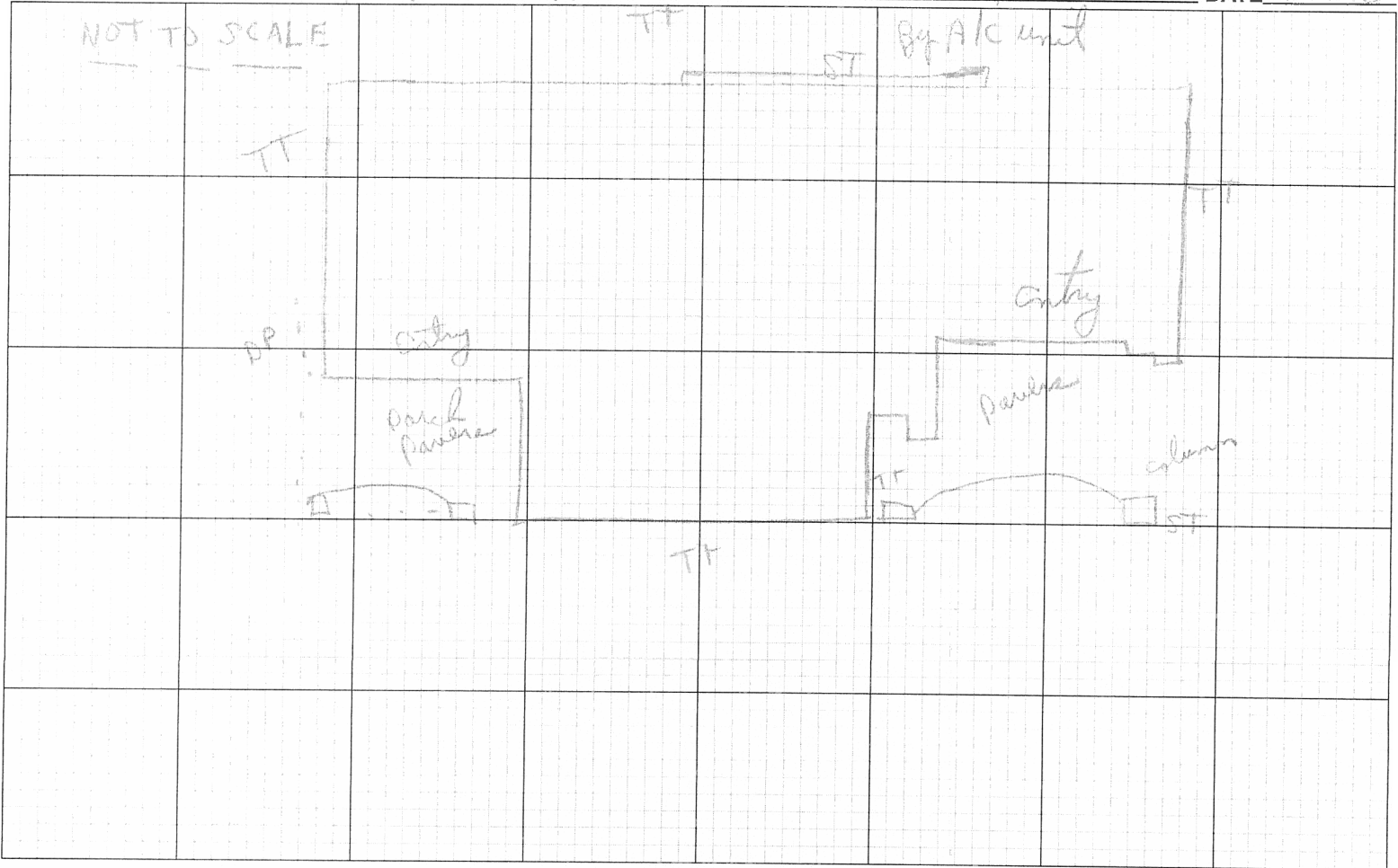
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CLIENT NAME \_\_\_\_\_

ADDRESS 1548 BELLA VITA CLUBHOUSE

KEY MAP WICK CROSS ST.

PROPERTY ADDRESS 1548 N RIVIERA CIRCLE PHONE 281-464-3150 DATE 2-11-13



- CODE: K = SINK P = COMMODE DT = DRYWOOD TERMITES  
 SS = SHOWER STALL TT = TRENCH & TREAT X = INSPECTION DOOR  
 DP = DRILL & PRESSURE TREAT RD = ROD ST = SUBTERRANEAN TERMITES  
 Z = PREVIOUS WDI ACTIVITY Y = WDI DAMAGE OB = AREA OBSTRUCTED/INACCESSIBLE  
 CC = CONDUCTIVE CONDITION ☐ = BATHTUB FT = FORMOSAN TERMITES

**FOUNDATION**

- Monolithic  Crawl  
 Floating  Brick Piers  
 Supported  Block Piers

**SIDING**

- Brick  
 Wood  
 Other

**ROOF**

- Composition  
 Wood Shingles  
 Other

**APPROX. MEASUREMENT**

- Sq. Ft. \_\_\_\_\_ Lin. Ft. 268 Cu. Ft. \_\_\_\_\_  
 Residential  
 Commercial  
 Other

**CONDUCTIVE CONDITIONS**

- Secondary Moisture  Other \_\_\_\_\_  
 Cracked Slab  
 Soil Over Slab

**TYPE OF TREATMENT**

- Full  Pre Const.  
 Partial  Post Const.  
 Spot  
 Limited  
 Bait

**TERMITICIDE/FUMIGANT/BAIT**

- Label Provided Termiticide  
 Percent to be Used 0.67%  
 Estimated Gallons 108 gal  
 Estimated Pounds \_\_\_\_\_  
 Minimum # of Bait Stations \_\_\_\_\_  
 Pre-Treat Only # Tanks \_\_\_\_\_  
 Size of Tanks \_\_\_\_\_

**GARAGE**

- Attached  
 Detached  
 Included  
 Not Included  
 Garage Only

**BATH TRAPS**

- Number \_\_\_\_\_  
 We cut?  Yes  No

**UNDERGROUND OBSTACLES/HAZARDS**

- Sprinkler System  
 Other  
 Diagram/Photos Available?

CUSTOMER RESPONSIBILITY: \_\_\_\_\_

Sales Person Signature \_\_\_\_\_

License # \_\_\_\_\_

*Harry E. Timmer*  
Customers Signature