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TERMITE AND PEST CONTROL SERVICE

(Subterranean Termite Control)



CLIENT TERMITE CONTROL SERVICE AGREEMENT

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

Client's Name BELLA VITA CLUBHOUSE	Service Location SAME
Billing Address 1548 N. RIVIERA CIRCLE	Effective Date
City, State, Zip Code PEARLAND TX 77581	Contact Person
Attention	
Phone: H 281-443150 W _____ Other _____	

LICENSED BY:
STRUCTURAL PEST CONTROL BOARD
P. O. BOX 1927
AUSTIN, TX 78767-1927
(512) 305-6250
THE BOARD HAS JURISDICTION OVER
INDIVIDUALS LICENSED UNDER THE
STRUCTURAL PEST CONTROL ACT

HOLDER'S OFFICE:
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

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

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 \$ 2890.00 + state tax \$ 238.43, total charge \$ 3128.43 payable on completion of initial treatment, by MasterCard, VISA, Discover Credit Card, American Express or cash. (Credit sale are 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 \$ 290.00 + sales tax \$ 23.93, total charge \$ 313.93 which is due 1 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 RESERVE 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.

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.

Eduin J. Brea
Authorized Representative
HOLDER'S TERMITE & PEST CONTROL

Harry E. Taylor 4-15-08
Client's Signature / Date
Please Sign Front and Back

2

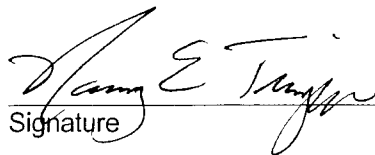
LIMITATIONS OF LIABILITY

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 customers 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 the 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 customers 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.

Date

4-15-08

Signature





10530 Rockley Rd., Suite 110
Houston, TX 77099
(281) 561-9999 • (800) 562-8103 • TPCL #3
www.holderspestcontrol.com

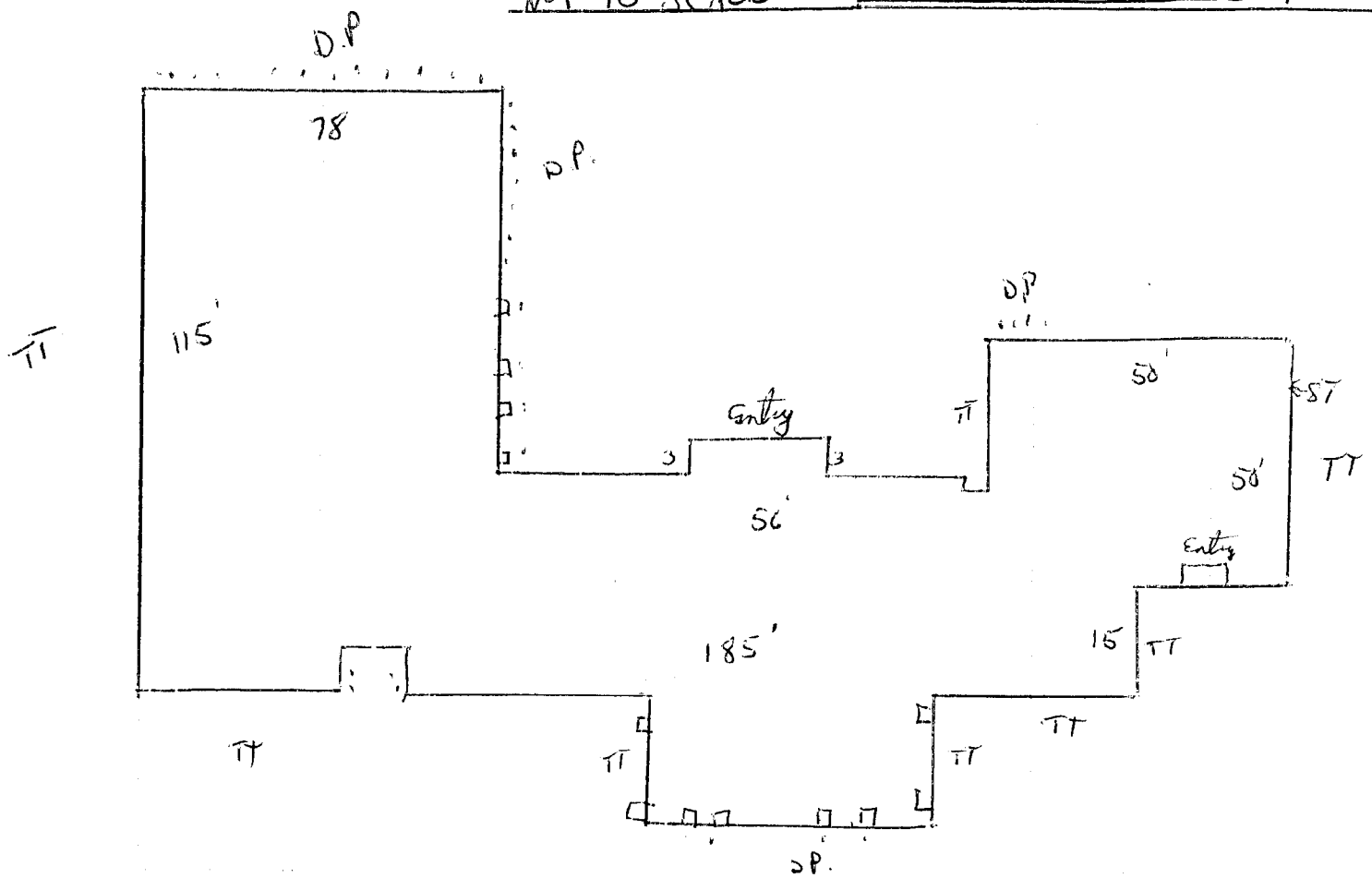
CLIENT NAME **BELLVITA CLUBHOUSE**
ADDRESS **1548 N. RIVIERA CIRCLE**
KEY MAP **616 K CROSS ST.**

PROPERTY ADDRESS **SAME**

PHONE **281-464-3150**

DATE **4.07.08**

NOT TO SCALE EXTERIOR TREATMENT



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 SIDING ROOF APPROX. MEASUREMENT

Monolithic Crawl Brick Composition Sq. Ft. Lin. Ft. **680** Cu. Ft.

Floating Brick Piers Wood Wood Shingles Residential

Supported Block Piers Other Other Commercial

Other

CONDUCTIVE CONDITIONS that if not corrected by the Customer could cause termite survival even after treatment and possible continued termite damage.

Secondary Moisture Other

Cracked Slab

Soil Over Slab

TYPE OF TREATMENT TERMITICIDE / FUMIGANT / BAIT GARAGE BATH TRAPS

Full Pre Const. Label Provided **Terminator** Attached

Partial Post Const. Percent to be Used **1.50%** Detached Number

Spot Estimated Gallons **272 gals** Included We cut? YES NO

Limited Estimated Pounds Not Included

Bait Minimum # of Bait Stations Garage Only

Pre-Treat Only # Tanks

Size of Tanks

UNDERGROUND OBSTICLES / HAZARDS

Sprinkler System

Other

Diagram / Photos Available?

STOMER RESPONSIBILITY:

Elaine J. Breaux
Sales Person Signature

42643PT
License #

James E. Taylor
Customers Signature