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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 <b>BELLA VITA CLUBHOUSE</b>	Service Location <b>SAME</b>
Billing Address <b>1548 N. RIVIERA CIRCLE</b>	Effective Date
City, State, Zip Code <b>PEARLAND TX 77581</b>	Contact Person
Attention	
Phone: <b>H 281-443150</b> 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](http://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

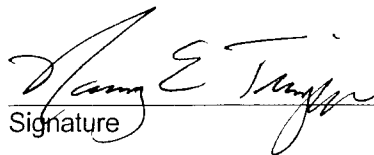
## LIMITATIONS OF LIABILITY

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

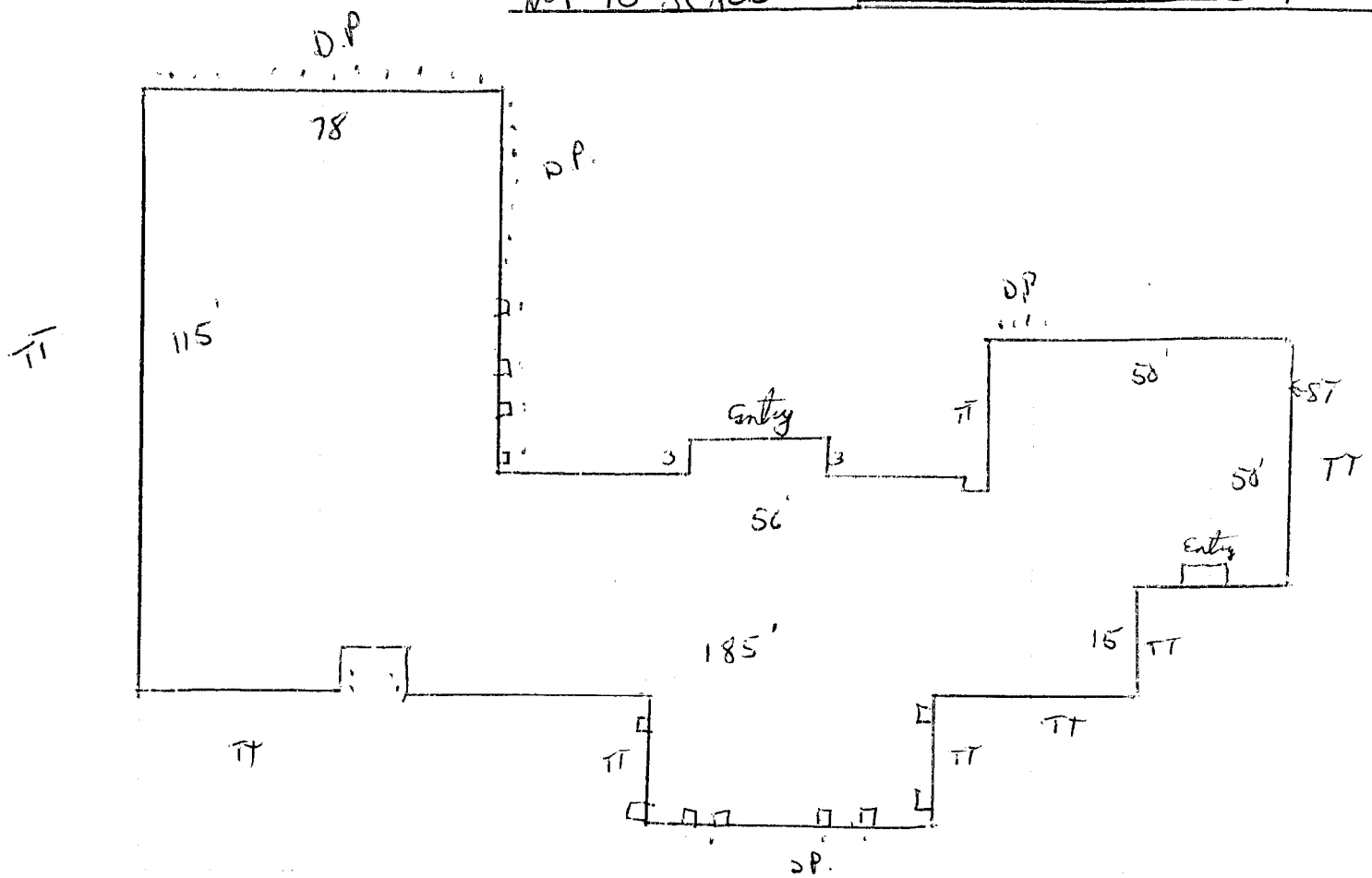
CLIENT NAME **BELLVITA CLUBHOUSE**  
ADDRESS **1548 N. RIVIERA CIRCLE**  
KEY MAP **616 K CROSS ST.**

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



Holder's Pest Control  
 10530 Rockley Road  
 Suite 110  
 Houston, TX 77099  
 281-561-9999

**RENEWAL NOTICE**

04/24/11

312.48

**2001837**

BELLA VITA HOA % ASSOC MGMT  
 Accounts Payable  
 5295 HOLLISTER ST  
 HOUSTON, TX 77040-6205

BELLA VITA CLUBHOUSE  
 1548 N RIVIERA CIRCLE  
 PEARLAND, TX 77581

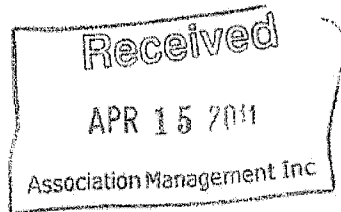
**Comm Annual Termite Warranty Renewal**  
**PLEASE CALL THE OFFICE TO SCHEDULE YOUR ANNUAL INSPECTION Thank You!**  
**Holders Pest Control**

This is a reminder that payment for your termite warranty renewal is due by the above date to maintain your termite warranty for 12 months.

**AMI RECEIVED**

APR 15 2011

APPROVED ED 417  
 DATE 4/28  
 GL CODE 65800.000



Please remit to: Holder's Pest Control 10530 Rockley Rd Ste 110 Houston, TX 77099

BELLA VITA HOA % ASSOC MGMT  
 Accounts Payable  
 5295 HOLLISTER ST  
 HOUSTON, TX 77040-6205



Holder's Pest Control  
 10530 Rockley Road  
 Suite 110  
 Houston, TX 77099  
 281-561-9999

**2001837**

04/24/11

312.48

Payment Options (Please Check One)

- Check or Money Order # \_\_\_\_\_ \$ \_\_\_\_\_
- Visa or MC Exp \_\_\_/\_\_\_ Sec Code \_\_\_\_\_
- Card# \_\_\_\_\_

## Emma Deatherage

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**From:** Nancy Triggs [ntriggs@club-bellavita.org]  
**Sent:** Monday, April 25, 2011 10:21 AM  
**To:** Emma Deatherage; ddommert@club-bellavita.org  
**Subject:** FW: Belavita  
**Attachments:** Holders Pest-Termites Renewal.pdf

The 2008 contract on the website states the yearly renewal fee at \$313.93. This renewal amount is for \$312.48. Basically the same, \$1.48 less.

**Nancy E. Triggs**  
**BellaVita Clubhouse Manager**  
1548 N. Riviera Circle  
Pearland, TX 77581  
PH# 281-464-3150  
FX# 281-464-3630  
E-Mail: [ntriggs@club-bellavita.org](mailto:ntriggs@club-bellavita.org)

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**From:** Emma Deatherage [<mailto:edeatherage@amitx.com>]  
**Sent:** Friday, April 22, 2011 9:34 AM  
**To:** Nancy Triggs  
**Subject:** Belavita

Would you like the termite contract renewed?

Please let me know.



Emma Deatherage, CMCA, AMS, PCAM  
Director, AMI Pearland  
Association Management, Inc.  
12234 Shadow Creek Parkway, Suite 3112  
Pearland, TX 77584  
713.332.4676 Direct  
[edeatherage@amitx.com](mailto:edeatherage@amitx.com)  
713.332.4675 Main  
<http://www.amitx.com>

**AMI Resource Center, where One Call + One Person = Your Answers. Please call us at 713.932.1122.  
Consistently Building Outstanding Relationships**

AMI takes pride in providing excellent customer service. Please let us know how we are doing by contacting our quality control center at 713.984.7278 or at [amiqc@amitx.com](mailto:amiqc@amitx.com). Thank you.

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