

RICE PEST CONTROL
2210 QUINTARD AVENUE • P.O. BOX 2306
ANNISTON, ALABAMA 36202
TELEPHONE: (256) 236-8256

MT
10/24/19 @ 8am
Thur



**COMPLETE PEST CONTROL SERVICE
TERMITE INSPECTION REPORT**

Location of Property: 570 Co. Rd 268
Name and Address of Owner: Terese Farmer Phone 334-885-2432
Name and Address of Agent: _____ Phone _____

TYPE: Story 1 Dwelling ☒ Commercial ☐ Church ☐ Other _____
Frame ☐ Asbestos ☐ Brick Ven. ☐ Con. Block ☐ Other _____
PORCHES: Wood ☐ Concrete ☒ Tile ☐ Stone ☐ Dirt-Filled ☐ Open (underneath) ☐
STEPS: Wood ☐ Concrete ☒ Con. Block ☐ Stone ☐
FOUNDATION: Con. Block ☒ Brick ☐ Con. Blk. & Brick ☐ Concrete ☐ Stone ☐ Slab ☐

Has active termites DAMAGE BY TERMITES where marked on graph
drill block + crawl

IMPORTANT: The Rice Pest Control Co., Inc., will not be responsible for structures with less than 16" of crawl space or areas that are inaccessible for proper treatment.

PREPARATION & TREATMENT SPECIFICATIONS

- | | |
|--|---|
| ☐ Remove _____ stumps from under building | ☒ Drill and pressure treat all foundation walls. |
| ☐ Remove forming from under building. | ☒ Drill and pressure treat basement floors, partition walls, etc. |
| ☐ Construct _____ access openings to allow treatment. | ☒ Drill and flood earth filled porches, steps, entrances and hearths with soil poison. |
| ☐ Tunnel _____ earth filled porches, breaking contact between wood and soil. | ☐ Drill and pressure treat basement windows and door casings. |
| ☐ Tunnel _____ earth filled steps, breaking contact between wood and soil. | ☒ Trench inside of foundation walls [3" - 12"] and around piers and flood with soil poison. |
| ☐ Tunnel _____ earth filled hearths, breaking contact between wood and soil. | ☒ Trench outside of foundation walls and flood with soil poison. |
| ☐ Rake and otherwise remove wood, paper, rubbish, etc., from underneath building. | ☐ Spray all sills, floor joists and sub-flooring with wood preservative. |
| ☐ Drill and pressure treat all infected sills and floor joists. | ☒ Spray all soil under building with soil poison. |
| ☒ Drill and pressure treat all piers. | ☒ Plug neatly any holes drilled in finished or painted material. |
| | ☒ CONTROL GUARANTEE ☐ NO GUARANTEE |

REMARKS: drill crawl + block 160 gals termiticide 1608 SO
172 lin

Please do not sign unless all agreements in this contract meets approval.
I hereby authorize RICE PEST CONTROL CO. to perform the above indicated work and agree to pay \$ _____ cash upon completion of said work and the balance due of \$ _____ a month for _____ months.
The Undersigned agrees to pay any reasonable cost of collection, including attorney's fees in the event it is necessary to employ an attorney to enforce this Contract.

Signed: _____ 10.14-19
(Owner or Agent) Date

RICE PEST CONTROL CO. agrees to furnish all material and perform the work indicated above for the sum of:

PREPARATION and TREATMENT \$ 675.⁰⁰

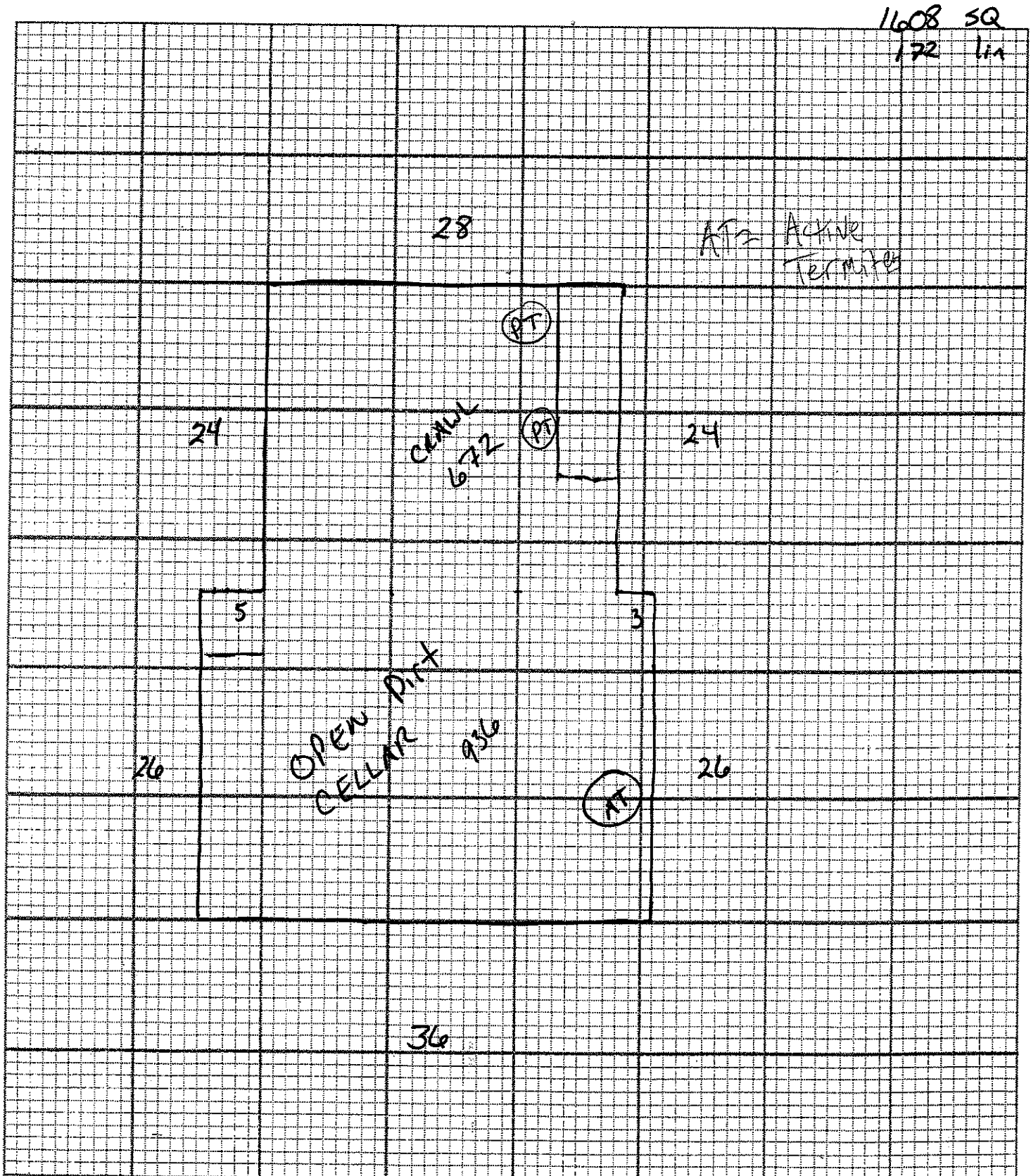
RENEWAL BEGINNING NEXT YEAR \$ 175.⁰⁰

Signed: _____
Inspector

RICE PEST CONTROL

JOB: _____ ADDRESS: _____ AGENT: _____

LEVEL: _____ DESCRIPTION: _____ DATE: _____



RICE PEST CONTROL, INC.

Member of Alabama Pest Control Association
NATIVE SUBTERRANEAN TERMITE
CONTRACT AND LIMITED WARRANTY

Post Office Box 2306
2210 Quintard Avenue
Anniston, Alabama 36202

Contract # 16432

Contract Date:
10-24-19
Phone: 236-8256

This contract provides for retreatment of the infested areas of the covered structure(s) but does not provide for the repair of damage caused by subterranean termites.

Date 10-24-19
Edna Shelhutt
Purchaser's Name
570 County Road 268
Street Address
Roanoke AL 36274
City State Zip Code
334-885-2432
Business Phone Home Phone

Agent or Mailing Address
Teresa Farmer
Name
STAME
Street Address
City State Zip Code

1. Initial Treatment	<u>\$675.00</u>
2. Additional Renewals	<u>/</u>
3. Other Fees	<u>/</u>
4. Total: Cash Price	<u>\$675.00</u>

Contract invalid unless paid in full within days of work completion.

In consideration of the service and coverage to be provided by Rice Pest Control, Inc., hereinafter called Company, under this contract, the undersigned purchaser hereby agrees to pay to the Company its successors or assigns, the "Total Cash Price" shown above.

Time for Annual inspection will be during the 4th quarter of each year.
Annual Renewal Premium \$ 175.00

NOTICE TO THE BUYER

Do not sign this contract before you read it (front and back) or if it contains any blank spaces. You are entitled to a completely filled-in and exact copy of this contract.

I have received a sample copy of the label for the chemical Termidor and approve its use for the treatment of the premises described above.

This instrument, including the reverse side hereof, the Contract and Graph, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The agreement may not be changed or altered in any manner, oral or otherwise, by any representative of the Company unless the alteration or change be in writing and executed by a corporate officer of the Company under the corporate seal.

This agreement covers the premises diagramed on the Graph and Specification Sheet as of the date of actual treatment. It covers the native Subterranean Termite only and specifically excludes the Formosan Subterranean Termite (*Coptotermes formosanus shiraki*), the Non-Subterranean Termites (*Kalotermitidae*, *Hodotermitidae*, *Rhinotermitidae*) and all other wood destroying insects and organisms, unless specifically stated above.

It is further agreed and understood that in the event of default by the Purchaser in the payment of the contract price, renewal premium or any part thereof under this contract, the Company shall be released from further obligations and responsibilities under this Contract and such failure to make payments nullifies any warranty, expressed or implied.

ACCEPTED IN ALL ITS TERMS AND CONDITIONS (see reverse side) without limitations; it being specifically understood that the Company and the undersigned are bound only by the terms of this contract, and not by any other representation, oral or otherwise.

RICE PEST CONTROL, INC.

By: [Signature]

Accepted By:

* Teresa Farmer
Purchaser(s) or Authorized Agent(s)

**LIMITED WARRANTY
SUBTERRANEAN TERMITE
(Reticulitermes)**

SUBJECT TO THE GENERAL TERMS AND CONDITIONS, THE COMPANY WILL ISSUE A TERMITE LIMITED WARRANTY AND, AT NO EXTRA COST, APPLY ANY NECESSARY ADDITIONAL TREATMENT TO THE PREMISES IF REINFESTATION IS FOUND THEREIN DURING THE PERIOD OF THE LIMITED WARRANTY. THE PURCHASER FURTHER UNDERSTANDS THAT THE COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO RETREATMENT ONLY AND IS IN NO WAY, IMPLIED OR OTHERWISE, RESPONSIBLE FOR PRESENT OR FUTURE DAMAGE TO THE STRUCTURE OR CONTENTS.

WARRANTY

Purchaser may obtain annual extensions of this limited warranty for up to four (4) additional years for the annual renewal premium. The Company reserves the right to adjust the Annual Renewal Premium at any renewal date after the warranty has been in effect at least two (2) years. This warranty shall terminate if renewal premium is not paid on or before the expiration date of the initial warranty or any extension thereof. After five (5) years of continuous coverage the Company may, at its sole option, issue a new contract and warranty for an applicable fee.

The Company shall have the option of conducting reasonable reinspections of the described premises at any time during the term of this warranty. Purchaser may at his option request such reinspection.

This limited warranty is not transferrable to a new Owner and shall terminate upon transfer of ownership of the described real property. A new warranty may be issued to a new Owner at the Company's sole option provided: the renewal fee meets present cost at time of transfer, new Owner signs contract as Owner and signs graph showing condition of property at transfer, a fee is paid to cover administrative costs of warranty transfer, and warranty expiration date remains the same as under original warranty.

Due to the non-residual nature of fumigants, and the fact that a liquid treatment would only be a spot treatment, there is no **guarantee against present or future damage** caused to the structure by drywood termites, powderpost beetles, old house borers, carpenter ants, carpenter bees and other wood-destroying insects and fungi.

This warranty is issued based on what was visible and accessible at the time of the inspection and does not cover areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. If visible damage is noted in any inspection report, damage should be evaluated by a qualified building expert to determine the structural soundness of the property.

GENERAL TERMS AND CONDITIONS

It is agreed that under this contract the Company is not responsible for the repair of damage existing as of the date of this contract and/or future damage. It is possible that damage may, as of the date of this contract, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspection of the premises. It is specifically understood, therefore, that the Company makes no warranty, guarantee or representation as to concealed damage or as to future damage.

Structural or mechanical defects which result in water leakage into interior areas or through the roof or exterior walls of the premises may destroy the effectiveness of the Company's treatment, thereby permitting infestation to continue after the date of initial treatment. If such a condition is discovered, it is agreed that the Purchaser will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and the Company will, at the Purchaser's expense, upon completion of said repairs, provide additional treatment, as deemed necessary by the Company. If moisture and/or structural conditions which are conducive to Subterranean Termites are subsequently found to exist, the Company shall be relieved of any and all liability under this contract.

Purchaser must promptly notify Company of any additions or structural alterations to the premises. If additions or alterations are made or a structural problem arises to the real property, which in the opinion of Company, constitute conditions suitable for reinfestation of Subterranean Termites, then such additions, alterations or problems on the described real property must be corrected by Purchaser and/or serviced by Company as soon as practical at the Purchaser's expense. If this is not done, this warranty shall immediately become void. Company may adjust its annual renewal fee to compensate for such additions and/or alterations.

Company's liability shall be terminated under this agreement should Company be prevented from fulfilling its responsibilities under the terms of this contract due to the failure of Purchaser to allow Company access to the premises for any purposes contemplated by this contract, including reinspection, whether such reinspection was requested by the Purchaser or deemed necessary by Company.

ALABAMA ARBITRATION PROVISION

The parties hereto agree that any and all disputes, controversies or claims arising out of, or in any way relating to negotiation, services, treatment, inspection, repair, installation, warranties, guarantees, representations, estimates, statements of fact or any other matter between these parties whether arising from or concerning negligence, wantonness, recklessness, contract, warranty, statutory, or case law, will be settled solely by means of final and binding arbitration before the American Arbitration Association (AAA) in accordance with the rules and procedures of the AAA.

The parties hereto agree and acknowledge that the contract herein and limited warranty has an impact on interstate commerce through the sale, service and distribution process. It is understood by and between the parties that most, if not all, of the materials and products are provided through interstate commerce.

The parties understand they have the right to have any disputes, controversies or claims between them decided in a trial court, but they choose instead to have any and all such disputes decided by arbitration in order to avoid the burden, expense and uncertainty of the judicial process.

THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT THEY HAVE TO A TRIAL.

The parties agree that any arbitration proceedings commenced in accordance with this Arbitration Provision will be held in Calhoun County, Alabama.