

SOUTHERN PEST CONTROL of VA, INC.

t/a

SOUTHERN PEST CONTROL

VA. BEACH
2697 International Parkway
Parkway Three, Suite 106
Virginia Beach, VA 23452
757-468-8818

**SERVICE PLAN
AGREEMENT**

NEWPORT NEWS
11843-C Canon Blvd.
Newport News, VA 23606
757-877-7766

RICHMOND
14021 Steeplestone Road
Midlothian, VA 23113
804-897-7733

MANASSAS
8506 Wellington Road, Suite 102
Manassas, VA 20109
703-257-9250

PURCHASER _____

PROPERTY ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS _____

INITIAL SERVICE PLAN PERIOD (Select One) _____ 1 YEAR _____ 2 YEARS

INITIAL SERVICE PLAN DATE: _____ INITIAL SERVICE PLAN PRICE _____

PAYMENT TERMS _____

The customer must select and initial the service options that will be included in this agreement. Any option that is not properly selected and initialed will not be included in this agreement.

_____ Pest Control Option: Effective from the initial service plan date through the initial plan period, Southern Pest Control shall determine and provide the appropriate treatment to identified premises for ants, carpenter ants, earwigs, roaches, spiders, crickets, millipedes, centipedes, rats, mice, pill bugs, and silverfish once an infestation is discovered. Southern Pest Control will inspect and provide general pest applications once annually for the plan period. 100% MONEY BACK GUARANTEE, if residence is not kept substantially free from all covered pests, subject to a final inspection by Southern Pest Control. Other _____

_____ Termite Service Option: Effective from the initial service plan date through the initial plan period, Southern Pest Control shall determine and provide the appropriate liquid treatment for subterranean termites once an infestation is discovered. Southern Pest Control will inspect and provide general pest applications once annually for the plan period and any treatment found necessary will be performed at no charge. It is understood that termite damage may occur from the time of infestation until the infestation is discovered and treated. The agreement does not guarantee against present or future damage from covered pests and termites to property or contents, nor provide for the repairs or compensation therefore. This option includes free WDI reports for sale or refinance of the property.

At the option of Southern Pest Control, and the Purchaser, we will extend the agreement annually for \$ _____ per year, payable on or before the end of the previous plan period. Southern Pest Control reserves the right to revise the annual service plan price after the initial service plan period. After the initial plan period, the agreement will renew annually and all contract conditions and terms will be for the one year renewal period.

Purchaser agrees to arrange for the additional service and adjustment of the annual renewal charge in the event of additions or alterations to the premises. Any additional provisions attached hereto are part of this agreement, including the terms on reverse side hereof.

SOUTHERN PEST CONTROL OF VA., INC.
T/A SOUTHERN PEST CONTROL

Inspector

Purchaser or Authorized Agent

Date

Date

GENERAL CONDITIONS
(Also appearing on reverse side of guarantee)

1. **WATER LEAKAGE.** Structural or mechanical defects which may result in water leakage on treated areas, including leakage in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment. Such leakage can further produce unusual situations abnormally conducive to new infestation. If such conditions are discovered, it is agreed that the purchaser will be responsible for making such repairs as are necessary to correct said defects and for repairing any damage which was caused by said water leakage and/or termite infestation allowed to continue as a consequence of such leakage. Southern Pest Control will, upon completion of repairs necessary to correct said defects, provide additional treatment to control infestation in the area. The cost of said additional treatment will be paid by the purchaser.
2. **ENTIRE AGREEMENT.** The guarantee constitutes the entire agreement between the parties and no other representation or statements will be binding upon parties.
3. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim for breach of this agreement will be made immediately in writing to any Southern Pest Control office. Southern Pest Control is only obligated to perform under this agreement provided the Purchaser allows Southern Pest Control access to identified property for any purpose contemplated by this agreement, including but not limited to reinspection, whether the inspection was requested by the Purchaser or considered necessary by Southern Pest Control.
4. **DISCLAIMER.**
 - A. Southern Pest Control's liability under this agreement will be terminated if Southern Pest Control is prevented from fulfilling responsibilities under this agreement by reasons of delays in transportation, shortages or fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions or any other act of God or circumstances of cause beyond the control of Southern Pest Control.
 - B. Southern Pest Control disclaims any liability for special, incidental or consequential damages. The guarantees stated in this agreement are given in lieu of any other guarantee or warranties, express or implied, including any warranty or merchantability or fitness for a particular purpose.
 - C. Southern Pest Control makes no representation as to ever having previously treated this property.
 - D. Any termite infestation and any damage from such infestation discovered after the contract has been cancelled is not the responsibility of Southern Pest Control.
 - E. Formosan Termites are excluded from any coverage provided in this contract.
5. **NON-PAYMENT.** In the case of non-payment by the Purchaser, reasonable attorney fees and cost of collection shall be paid by the Purchaser, whether suit is filed or not.
6. **NO AFFILIATION.** The Corporate party with whom the Purchaser has contracted is set forth opposite the Purchaser's signature on the reverse hereof. Purchaser acknowledges that such Corporate party is a corporation which is separate and distinct from any other entity who or which may perform or provide similar services and trade under the name Southern Pest Control or a similar name.
7. If the initial plan period on the front of the contract is not clearly selected, the initial service plan period will automatically default to one year.

"If this agreement was solicited at a residence and you do not want the goods or services, you the Purchaser, 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 form for an explanation of this right."

NOTICE OF CANCELLATION

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or telegram to:

SOUTHERN PEST CONTROL
P.O. Box 8726
Virginia Beach, VA 23450
not later than the midnight of the third business day of this transaction.
I hereby cancel this transaction.

Purchaser's Signature

Date