

Subterranean Termites Retreatment Agreement

Initial Service: Jan 04, 2024, 1:00PM-4:00PM

Bulwark Exterminating

209 E Ben White Blvd 116
Austin, TX 78704
(512) 291-1200
LIC #566941; Licensed and regulated by: Texas Department of Agriculture, P.O.
Box 12847, Austin, TX 78711-2847, Phone (866) 918-4481, Fax (888) 232-2567

Customer Information

Name: John Doe
Address: 1234 Main St, Austin, TX 78704
Phone Number: (123) 456-7890
Email: john.doe@email.com
Billing Name: John Doe
Billing Address: 1234 Main St, Austin, TX 78704

Warranty Plan(s) & Price(s)

Initial Warranty Extension:

Initial Service - Termite Bait Station Formosan 1	\$99.00
Total Due Now To Extend Warranty: \$99.00	

Recurring Warranty Extension

Termite Bait Station Formosan 1	\$39.00 (Monthly)
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Treatment Info

New Home Closing Date: 10/31/2022
Builder's Guarantee Expiration Date: 10/31/2023
Length of Warranty Extension: 1 Year
Bulwark's Guarantee Expiration Date: 10/31/2024
Treatment Type: Auto-Pay
Payment Type: Warranty

Bulwark's Guarantee

Bulwark guarantees to shield your home from subterranean termites with the most advanced environmentally friendly methods for the duration of this agreement. If termites return during this guarantee, then Bulwark will return as well to eliminate them at no additional cost to you.

BULWARK is hereby authorized to install bait stations in and around Customer's premises on the Installation Date Range listed on this AGREEMENT. Prior to Installation, BULWARK will provide Customer a Subterranean Termite Post-Construction Treatment Estimate / Disclosure Document.

IMPORTANT: Customer understands that BULWARK will not be responsible for repairs or replacement of damaged material to any structure situated on Customer's premises or their contents caused by Subterranean Termites or other wood destroying organisms. The term "Service" or "Services" under this Agreement means the bait station program, and Guarantee set forth below. If during the effective period of this Agreement, BULWARK, for whatever reason, changes the type of bait being used or ceases to offer a bait program in Customer's area, an appropriate alternative treatment method, if available, will be determined by and performed by BULWARK at no additional charge to Customer. The bait stations and all components are owned at all times by BULWARK and may be removed at any time by BULWARK at its discretion, (i) for replacement with an alternative treatment method, (ii) upon the termination of this Agreement; or, (iii) if BULWARK ceases to offer a bait program in this Customer's area. BULWARK'S Services under this Agreement are expressly related to Subterranean Termites. Customer expressly waives and releases BULWARK from any and all claims of liability for personal injury and/or property damage resulting from the Services performed, by Bulwark including damages to Customer's home, other structures, or their contents, whether preexisting or after the Services are performed, caused by an infestation of, or damage resulting from Subterranean Termites (including Formosan Termites), Boring Beetles, Wood Decay Fungus or any other Wood Destroying organisms. Customer shall receive the following Retreatment Guarantee after the installation of the bait stations and payment.

RENEWABLE SUBTERRANEAN TERMITE RETREATMENT GUARANTEE

So long as Customer complies with the Customer obligations below, and provided that all payments of the applicable Retreatment Guarantee Fees are current, if Bulwark is notified that an infestation of Subterranean Termites has been found, Bulwark will, on inspection, either retreat the structure for Subterranean Termites at no additional cost to the Customer or Customer may cancel this agreement. CUSTOMER EXPRESSLY RELEASES BULWARK FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, AND FOR SUBTERRANEAN TERMITE DAMAGE OR REPAIR.

CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT GUARANTEE

Customer shall make the premises and structure(s) on premises available to BULWARK for inspections and treatments, as BULWARK deems necessary, which may include the removal of floor coverings, wall coverings and fixtures. Failure to honor the requirements to maintain the structure or to allow BULWARK access for inspections or treatments as appropriate will void the Retreatment Guarantee.

PAYMENTS

This Agreement is not a written estimate, but rather represents a verbal estimate for service at said property. This estimated price and proposed treatment technique are subject to change after a physical inspection of the property is performed by a Bulwark Inspector. This may include extra charges for costlier treatment techniques or additional control measures needed. The initial payment covers the installation of the bait stations and/or the liquid treatment, and is due at the time the initial service is performed. After the initial installation the Warranty Fee will be assessed on a monthly basis. By payment of the Warranty Fee, this Agreement may be renewed monthly. As long as Customer keeps the BULWARK Warranty Fee current, BULWARK will monitor Customer's structure and maintain the Guarantee under this Agreement.

REINSPECTION

BULWARK shall reinspect the treated structures on Customer's premises as deemed necessary by BULWARK or as requested by Customer.

ARBITRATION

IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT OR TORT CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION BEFORE HAVING RECOURSE TO ARBITRATION. IF THE MEDIATION PROCEDURE PROVIDED FOR HEREIN DOES NOT RESOLVE SUCH DISPUTE, THE PARTIES AGREE THAT ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATOR SHALL GIVE EFFECT TO ANY AND ALL WAIVERS, RELEASED, DISCLAIMERS, LIMITATIONS AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS LEGAL DEFENSES RAISED BY EITHER PARTY.

LIMITATION OF LIABILITY

Customer waives any claims for personal injury and/or property damages related to the Services BULWARK performs under this Agreement. Customer agrees that BULWARK shall not be responsible for any damage to Customer's premises while treating their structures, including any damage to shrubs, trees, or plants. The Services performed by BULWARK may include drilling through concrete or the structure itself. Customer agrees that BULWARK shall not be responsible for any damage to Customer's premises as a result of drilling, including but not limited to damage caused to plumbing or electrical pipes, wires, or conduits. To avoid potential damage, customer is advised to use a utility locating service to identify the location of the utility lines in or near the structures prior to BULWARK'S Services. When performing the Services, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings, or floors. Customer shall be responsible for the cost of dismantling and reconstruction of any item required in order to provide adequate access for providing Services. Customer acknowledges that modifications or alterations to the structure during this agreement may void this Retreatment Guarantee. Customer is advised to notify BULWARK in advance to determine whether such modifications or alterations will void the Retreatment Guarantee or if additional Services will be required at an additional cost to the Customer in order to validate the Retreatment Guarantee. Customer expressly waives and releases BULWARK from and against any claims for (a) loss of use or diminution of property value, (b) economic, compensatory, incidental, or consequential damages and/or (c) exemplary or punitive damages. Customer further agrees that under no circumstances shall BULWARK be liable for any amount greater than the amount paid by Customer to BULWARK for the Services performed.

TRANSFER

This Agreement is transferable to a new property owner upon written notice to BULWARK and new owner's assumption of the Retreatment Guarantee fee.

CHEMICAL SENSITIVITY

At times additional termiticides may be used to control termites. These additional termiticides may have some odor which may be present for a short time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Bulwark recommends that you not have any Services performed at your premises until you have consulted with your family physician. At your request, Bulwark will provide information about the chemicals to be used in treating the premises.

AGREEMENT

This Agreement shall be the entire Agreement between Customer and BULWARK for the Services. The terms and the guarantee stated in this Agreement may not be amended or altered unless a written change is approved and signed by The Director of Operations of BULWARK EXTERMINATING, LLC.

FORCE MAJEURE (Circumstances beyond BULWARK'S control)

BULWARK'S obligations under this Agreement shall be suspended or canceled if Bulwark is unable to perform its responsibilities due to a substantial change of circumstances, including, but not limited to acts of war, strikes, pandemics, unavailability of termiticides, or other supplies from ordinary sources, or if acts of God or natural occurrences, such as earthquakes, storms, fires and floods substantially alters or destroys the effectiveness of Bulwark's treatment.

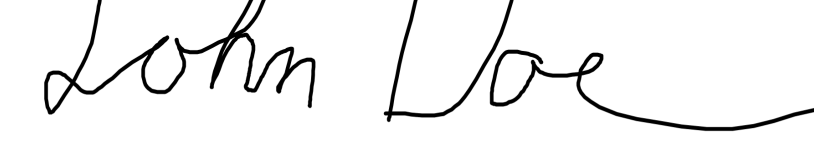
TERMINATION

BULWARK may terminate this Agreement, including the Guarantee and any renewal rights, contained herein, if Customer does not meet its payment or other Customer obligations, or in the event of a change in state, federal, or local law that substantially affects BULWARK'S obligations under this Agreement. Customer may cancel this agreement at any time prior to midnight of the third business day after the date of this transaction. After midnight of the third business day after the date of this transaction, either party may cancel this agreement giving 30 days written notice to the other party. Any amounts due and unpaid under this Agreement are subject to late fees of ten percent (10%) of the unpaid amount and interest at the rate of ten percent (10%) per annum, as well as attorney fees and collection costs whether or not suit is brought.

CONSUMER INFORMATION SHEET

bulwarkpestcontrol.com/txconsumerinfo

Customer Signature:

X


Today's Date:

2023-11-08

☒ Owner ☐ Lessee ☐ Agent

FOR BULWARK USE

Witness: Dexter Davenport
Employee ID: 123456
Created on 2023-11-08 22:33:22.358 (UTC)
Opened on 2023-11-08 22:34:00.448 (UTC)
Signed on 2023-11-08 22:46:42.110 (UTC)
Submitted on 2023-11-08 22:46:09.075 (UTC)
Saved on 2023-11-08 22:46:20.908 (UTC)