

## SERVICE CONTRACT AGREEMENT



### ECO PRO DISINFECTING AND PEST MANAGEMENT SERVICES

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<https://eco-proservices.com>

Date: 5/13/2025

### CLIENT DETAILS

Client Name:

Address:

PROPERTY(S) TO BE TREATED: PRIMARY RESIDENCE

#### General Conditions:

This contract between Eco Pro Disinfecting and Pest Management Services and Client covers only the primary structure listed above. The structure will be treated on all areas for Asian Subterranean Termites (*Coptotermes Gestrol*)

Note: All reference to termites does apply only to subterranean termites. This contract does not provide protection from any other wood destroying organism.

#### CONTRACT PRICE:

For the sum of EIGHTEEN- THOUSAND PESOS ONLY (PHP 18,000) Eco Pro Disinfecting & Pest Management Services will provide the necessary service to protect the identified structure(s) against infestation of Asian Subterranean Termites.

### ECO PRO DISINFECTING & PEST MANAGEMENT SERVICES AND CLIENT AGREE TO THE FOLLOWING TERMS AND CONDITION:

#### 1. SELECTION OF TREATMENT

- Eco Pro Disinfecting and Pest Management Services agrees to apply treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the directions of the manufacturers of the chemicals. FDA approved labels and the requirements of Fertilizer and Pesticide Authority (FPA) of the Philippines.
- Eco Pro Disinfecting and Pest Management Services will conduct Baiting System on all active and electrical conduits serves as harborage for termites.
- Eco pro Disinfecting and Pest Management Services will create a termite barrier through the perimeter of the structure by treating the soil with termiticide making it inhabitable for termites to thrive.

#### 2. SERVICES PROVIDED

Eco Pro Disinfecting and Pest Management Services will conduct a through visible inspection of the premises for evidence of infestations of Asian Subterranean Termites and will provide treatment for the control of the said pest(s). For purpose of contract "control is defined as the periodic eradication of existing Termite infestation within practical limits.

#### 3. AREAS SERVICE & SCHEDULES

- Eco Pro Disinfecting and Pest Management Services will apply treatment, as if deems appropriate, to all potential termite harborage areas within the structure, Client agrees to provide access to the schedules time of service. In the event Eco Pro Disinfecting and Pest Management Services is denied access to the interior of the structure, Eco Pro Disinfecting and Pest Management Services will not provide treatment and client agrees to schedule a treatment upon availability.
- This contract includes: (1) Intensive Treatment, and (2) Free Follow up Treatment which will be after a month of first treatment, then after (3) Months, Schedule is subject to Client's availability.

#### 4. RENEWAL FEE AND INSPECTION

Eco Pro Disinfecting and Pest Management Services will perform visual inspection as needed of the structure. The inspection will be of readily accessible areas. Eco Pro Disinfecting and Pest Management Services will not open walls, will not remove floor coverings or move furniture. This contract is renewable after three (3) years unless either party gives notice in writing at least thirty (30) day notice to anniversary date. Eco Pro Disinfecting and Pest Management Services reserves the right to adjust the renewal fee.

Client shall have the right to terminate this contract, notwithstanding the thirty (30) day notice requirement, upon receipt of Eco Pro Disinfecting and Pest Management Services notice of increase in fees. After the expiration of the renewal date, Eco Pro Disinfecting and Pest Management Services reserves the right to retreat the said property at the owner's expense.

## **5. TRANSFERABILITY**

This contract shall terminate upon transfer of ownership of the described structure(s). A new contract may be issued by Eco Pro Disinfecting and Pest Management Services provided that the new Purchaser signs a Contract, a fee is paid to recover administrative costs of transfer, the term of the contract will be extended upon payment of renewal fee established by Eco Pro Disinfecting and Pest Management Services.

## **6. CONDITIONS CONDUSIVE TO INFESTATION**

Client warrants full cooperation with Eco Pro Disinfecting and Pest Management Services during the term of this contract and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, lumber, direct wood soil contact in the property. Client agrees to notify Eco Pro Disinfecting and Pest Management Services of and to eliminate faulty plumbing, leaks, dampness from drains, condensation or leaks from the roof or otherwise onto, or under said area(s) treated. Specifically, if faulty roofs area the cause of creating termite damage in any form, the cost repairs will be sole responsibility of the owner. Eco Pro Disinfecting and Pest Management Services reserves the right to terminate contract if client fails to correct any condition, including, but not limited to, the conditions listed above, which contribute to infestation. Eco Pro Disinfecting and Pest Management Services is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Eco Pro Disinfecting and Pest Management Services shall be released from any further obligation under this Contract upon Notice of Termination to the client.

## **7. TERMINATION**

Eco Pro Disinfecting and Pest Management Services liability under the Contract shall be terminated and will be excused from the performance of any obligation under this Contract should Eco Pro Disinfecting and Pest Management Services be prevented or delayed from fulfilling its responsibilities under terms of this Contract by reasons or circumstances reasonably beyond its control including but not limited to: acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God or refusal of client to allow Eco Pro Disinfecting and Pest Management Services access to the structure(s) for the purpose of inspecting or carrying out other terms and conditions of this Contract.

## **8. DAMAGE & EXISTING DAMAGE**

Eco Pro Disinfecting and Pest Management Services for (1) any past or existing damage to the structure(s) or its content at the date of this Contract caused by wood destroying organisms or insects whether visible or hidden, or (2) any cost or expenses incurred by Client as a result of such damage, or (3) any damage caused by or related to any conditions described in the paragraph 4 above. If at any time termite damage is discovered and Eco Pro Disinfecting and Pest Management Services personnel. At no time will the client make repairs to the damage without Eco Pro Disinfecting and Pest Management Services inspecting and having found damage and agrees with the Client to proceed repairs. Any repairs made without consent of Eco Pro Disinfecting and Pest Management Services will be sole responsibility of the Client. **ECO PRO DISINFECTING AND PEST MANAGEMENT SERVICES WILL NOT REPAIR ANY HIDDEN DAMAGE DISCOVERED AFTER CONTRACT DATE UNLESS LIVE ACTIVE INFESTATION IS FOUND.**

## **9. BINDING ARBITRATION**

In the event of dispute between Eco Pro Disinfecting and Pest Management Services and/or its employees and client arising from this Contract. Including but not limited to, the interpretation of terms and conditions of this Contract, the making of this contract, or breach of any provision of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration, they are effectively waiving their right to trial by jury as a means of resolving dispute(s) quickly and avoid litigation.

## **10. CHANGE IN LAWS**

This Contract shall be interpreted, regulated and adjudicated in accordance with applicable laws and regulations as they exist at the time this contract is executed. Should a state or local law or regulation change regarding the Eco Pro Disinfecting and Pest Management Services is authorized to take whatever steps necessary to be in compliance with the said laws.

## **11. SEVERABILITY**

If any part of this contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.

## **12. SPECIFIC EXCLUSIONS**

The Contract does not cover and Eco Pro Disinfecting and Pest Management Services will not be responsible for:

- a. Damage resulting from moisture conditions, including, but not limited to, organic growth, whether visible or not.
- b. Damage resulting from wood in direct contact with soil, whether visible or not.
- c. Damage resulting from stucco, synthetic stucco, EIFS and/or rigid form board and or covering interior and exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
- d. Damage resulting from masonry failure or grade alteration(s).
- e. Personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, re-treatment and/or damage repair.
- f. Personal property of any nature damaged by termite activity, whether active or old damage is excluded from this Contract.

## **13. WARRANTY**

For a period of Three (3) year, beginning on the effective date, as listed above, Eco Pro Disinfecting and Pest Management Services warrants that in the event of infestation by subterranean termites, Eco Pro Disinfecting and Pest Management Services will provide all necessary service and treatment for the control of subterranean termites, at the above listed property address, **FREE** of any charge.

## **14. CHEMISTRY SENSITIVITY**

If Client or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termiteicides or their odors, Client must notify Eco Pro Disinfecting and Pest Management Services in writing, in advance of treatment. Including whether Client or other occupants have consulted with medical doctor or other healthcare provider regarding such sensitivity. Eco Pro Disinfecting and Pest Management Services reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents client's assumption of risk and waiver of any claims against Eco Pro Disinfecting and Pest Management Services in connection with such sensitivity.

## **15. NO REFUND POLICY AND RE-TREATMENT LIMITATION**

The Client acknowledges that payments made for services under this contract are non-refundable. Eco Pro Disinfecting and Pest Management Services shall not be obligated to provide any refunds once payment is received. However, Eco Pro Disinfecting and Pest Management Services is committed to resolving any issues through re-treatment or further action as outlined in the contract. Re-treatment, if necessary, will be provided only within the specified period and under reasonable circumstances. The Client understands that re-treatment is not an indefinite or repetitive service, and Eco Pro Disinfecting and Pest Management Services reserves the right to limit re-treatment based on the effectiveness of the initial treatment, the Client's adherence to contract terms, or changes in conditions affecting the treatment's success. This "No Refund" policy applies unless otherwise required by applicable law.

By signing this Contract, I the Client, verify that I have read and fully understand the provision on front and back of this Contract, which all its terms and conditions without limitation, and being specifically understood that Eco Pro Disinfecting and Pest Management Services and the undersigned are bound by the terms of this Contract and not by any other representation(s), or otherwise.

Signed:

CONFORME:

**JOBEE MARIE L. TAMONDONG**

Eco Pro Disinfecting & Pest Management Services

Client Name and Signature