



## RETREATMENT ONLY GUARANTEE (SEE FRONT FOR TYPE OF GUARANTEE TO BE ISSUED)

Subject to any limitations or restrictions set forth in the Graph and Specifications, and to the General Terms and Conditions below, **St. Johns Pest Control** will put into effect a Retreatment Guarantee which obligates **St. Johns Pest Control** at no extra cost to me, to apply any necessary additional treatment to my building if an infestation of WDO, live infestation is found during the effective period of my guarantee. I understand that **St. Johns Pest Control** obligations under this guarantee is limited to retreatment only. I expressly release **St. Johns Pest Control** from any obligations to repair any damages to my structure or its contents caused by an infestation of Subterranean Termites. This Guarantee expressly excludes Formosan Termites.

### GENERAL TERMS:

1. It is agreed that under this contract **St. Johns Pest Control** is not responsible for the repair of visible damage existing as of the date of this contract except as such damage is described on the Graph and Specifications and for which a specific charge for the repair of same is made. 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. For this reason, **St. Johns Pest Control** cannot guarantee that the damage disclosed by visual inspection of the premises (and which are indicated on the Graph and Specifications) represents the entirety of damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that **St. Johns Pest Control** shall not be responsible for the repair of any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this contract.

2. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of **St. Johns Pest Control** treatment, thereby permitting infestation to continue after the date of the initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and **St. Johns Pest Control** will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area.

3. Any claim for breach of any guarantee shall be made in writing to **St. Johns Pest Control**. No suit shall lie hereunder unless the provisions of paragraph 4 have been complied with and unless brought within one year after the making of said written demand.

4. I agree that **St. Johns Pest Control** obligations under this agreement and my guarantee shall be canceled if **St. Johns Pest Control** cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, lack of usual means of transportation, my failure to allow **St. Johns Pest Control** access to my building for any purpose, specifically including reinspection, whether the reinspection was required by me or by **St. Johns Pest Control** or any other reason beyond **St. Johns Pest Control's** control.

5. This agreement covers the premises diagrammed on the attached Graph and Specifications as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after the date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the owner and **St. Johns Pest Control** to reinspect the premises, provide additional treatment and/or adjust the annual renewal fee.

6. It is understood and agreed between the parties that this contract, the attached Graph and Specifications and the Guarantee constitute the complete agreement between the parties and that said agreement may not be changed or altered in any manner, oral or otherwise by any representative of **St. Johns Pest Control** unless alteration or change be in writing and executed by a corporate officer of **St. Johns Pest Control**.

7. It is understood and agreed between the parties that any guarantee issued pursuant to this contract is subject to the limitations and restrictions, if any, set forth in the Graph and Specifications.

8. It is specifically understood and agreed that **St. Johns Pest Control** and the buyer are bound only by the terms and conditions of this agreement and not by any other representations, and/or otherwise.

9. If my building has any moisture or structural conditions, which support Subterranean Termites after **St. Johns Pest Control's** initial treatment under this agreement, then I agree not to hold **St. Johns Pest Control** responsible for any damage repairs.

10. Upon receipt of full payment, **St. Johns Pest Control** will put into effect the type guarantee noted on front side. My guarantee will cover the structures described in the attached graph(s) upon full payment of initial charges for treatment and any related services. My guarantee may become effective for 10 years as long as I pay my annual renewal fee on or before each anniversary effective date. After 10 years it will be my option to pay **St. Johns Pest Control** to retreat my structure(s) or to drop my guarantee. Should I decide to have my structure(s) treated by **St. Johns Pest Control**, my new guarantee may become effective for another 10 years as long as I pay my annual renewal fee on or before my new anniversary date.

11. **Access to Property:** Purchaser agrees to allow **St. Johns Pest Control** direct access to the premises as deemed necessary by **St. Johns Pest Control** for inspection, treatment or any other purpose contemplated by this agreement. Purchaser shall be solely responsible for the full cost to remove and replace any floor coverings, raised hardwood flooring, wall coverings, artificial ceilings, deck/porch flooring and staircases or other structural features which provide direct access by **St. Johns Pest Control**. If Purchaser fails to abide by these conditions, then **St. Johns Pest Control** shall have the right to terminate this agreement immediately.

12. **Chemical Sensitivity:** **St. Johns Pest Control** applies all chemicals according to the manufacturers' instructions, however, if anyone entering the premises is sensitive to chemicals or chemical odors, **St. Johns Pest Control** recommends that you contact a physician prior to treatment. **St. Johns Pest Control** shall have no liability for side effects caused by chemicals or chemical odors.

13. **OWNERSHIP AND REPLACEMENT OF COMPANY TERMITE BAITING SYSTEM COMPONENTS:** The Customer understands that all of the components of the Company Termite Baiting System ("Components") are and will remain the property of **St. Johns Pest Control**. If any of the Components are destroyed or damaged by Customer, or Customer's licensees or agents, all warranties and/or guarantees shall be voided. **St. Johns Pest Control** may require Customer to pay the costs of replacement of any of the damaged Components. Upon the expiration or termination of the Agreement, **St. Johns Pest Control** or its authorized representatives are authorized by Customer to retrieve from Customer's premises all Components.

**THIS CONTRACT EXPRESSLY EXCLUDES FORMOSAN TERMITES.**