



Hopper Environmental Services, Inc.
P.O. Box 2727 1593 Rossi Rd
Mountain Home, AR 72654-2727
870-425-4122



ANNUAL SERVICE AND REPAIR CONTRACT FOR TREATMENT OF EASTERN SUBTERRANEAN TERMITES (EXCLUDES FORMOSAN TERMITES)

General Conditions

This Contract between Company and Customer covers only the primary structure(s) listed above. (No fences, detached garages, outbuildings, or other buildings or construction at the above address are covered by this Contract unless specified in writing.)

This structure will be treated below first floor level, only, for Eastern Subterranean Termites (*Reticulitermes*).

NOTE: All references to termites apply only to native eastern subterranean termites. This Contract does not provide protection from or coverage for any other wood destroying organism, insect or pest, including Formosan termites.

For the Sum of \$_____, Company will provide the necessary service to protect the identified structure(s) against the infestation of native eastern subterranean termites. This Contract does not cover any infestation of, or damage by, any other wood destroying organism other than those identified hereinabove. THIS CONTRACT IS VOID WITHOUT AN ATTACHED COMPLETED GRAPH OF THE TREATED STRUCTURE. This Contract may be renewed annually, as specified in Paragraph 3.

HOPPER ENVIRONMENTAL SERVICES, INC. AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. SELECTION OF TREATMENT

Company agrees to apply a standard stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the direction of the manufacturers of the chemicals, U.S. EPA approved labels, and the requirements of federal and state laws and regulations.

2. PERFORMING THE WORK

Company agrees to perform in a workmanlike manner. Company will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants, or animals. Any liability of the Company for damages caused to the structure(s) or to the customer's property during the Company's work is expressly limited to the cost of repair or replacement of the damaged area.

3. RENEWAL FEE & INSPECTION

Hopper Environmental Services, Inc. will perform a visual inspection of the structure(s) annually, for a renewal fee of \$_____. The inspection will be of readily accessible areas. Hopper Environmental Services, Inc. will not open walls, remove floor coverings, or move furniture. This Contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the anniversary date, of its election not to renew the Contract. If, during the course of the term of this contract, the renewal fees increase for any reason, this contract shall be considered renewed upon receipt of the increased renewal fee within 30 days of the mailing of the notice of increase.

4. CONDITIONS CONDUCIVE TO INFESTATION

Customer warrants full cooperation with Company during the term of this Contract, and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water under pier type structure. Customer also agrees to notify Company of and to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under said treated area(s) within 30 days. Company reserves the right to terminate this Contract if Customer fails to correct any condition, including, but not limited to the conditions listed above, which contribute or may contribute to infestation. Company is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. Company shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of Company to note herein any of the above conditions to Customer negates Customer's responsibility under this paragraph, and waives Company's right to terminate this Contract under the terms of this paragraph until Company notifies Customer of said conditions and Customer fails to correct the problem within 30 days.

5. ADDITIONS OR ALTERATIONS

This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify Company in writing. Such additions may result in the need for additional treatment of the premises. Company reserves the right to terminate this Contract if Customer fails to notify Company of any modifications, alterations or change to any structure(s) or soil around the foundation of any structure(s). Additional services because of any addition or alteration shall be provided by Company at Customer's expense, and may require an adjustment in the annual renewal fee at the option of the Company.

6. CHANGE IN LAW

This Contract shall be interpreted, regulated, and adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state, or local law or regulation change regarding the Company's service or treatment, Company is authorized to take whatever steps necessary to be in compliance with said laws.

7. NON-PAYMENT

Customer agrees to pay Company's invoices upon receipt. Company reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due Company, Company shall be entitled to recover from Customer all reasonable cost of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amounts due Company.

8. DAMAGE

Company shall not be responsible for (1) any past or existing damage to the structure(s) or its contents at the date of this Contract caused by wood destroying organism or insects, whether visible or hidden, or (2) any costs or expenses incurred by Customer as a result of such damage, or (3) any damage caused by or related to any of the conditions described in Paragraph 4 above. IF AT ANY TIME DURING

