

SOVEREIGN PEST CONTROL of TX, INC.

17101 KUYKENDAHL ROAD SUITE 100

t/a

HOUSTON, TX 77068-1637

5870 PARK VISTA CIRCLE  
SUITE 302A  
KELLER, TX 76248  
(817) 503-8243  
License # 13157

**SOVEREIGN PEST CONTROL**  
TOLL FREE (866) 821-0654  
www.sovereignpestcontrol.com

(281) 866-9922  
License # 13627

111 W. ANDERSON LANE SUITE D 204  
AUSTIN, TX 78752  
(512) 451-8885  
License # 13157-A

### SERVICE PLAN AGREEMENT

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, Sovereign 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. Sovereign 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 Sovereign Pest Control. Other \_\_\_\_\_

\_\_\_\_\_ Termite Service Option: Effective from the initial service plan date through the initial plan period, Sovereign Pest Control shall determine and provide the appropriate liquid treatment for subterranean termites once an infestation is discovered. Sovereign 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 CONTRACT PROVIDES FOR TREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.**

**Initial Inspection - Check Appropriate Box**

- No Termite Treatment Done - No Visible Evidence of Subterranean Termites Found
- Post Construction Defined Liquid Termite Soil Treatment Scheduled - Evidence of Subterranean Termites Found

Inspector Initials \_\_\_\_\_ Purchaser Initials \_\_\_\_\_

At the option of Sovereign 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. Sovereign 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. All applicable Texas state sales tax has been included in the contract price.

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.

SOVEREIGN PEST CONTROL OF TX., 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. Sovereign 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 Sovereign Pest Control office. Sovereign Pest Control is only obligated to perform under this agreement provided the Purchaser allows Sovereign 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 Sovereign Pest Control.
4. **DISCLAIMER.**
  - A. Sovereign Pest Control's liability under this agreement will be terminated if Sovereign 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 Sovereign Pest Control.
  - B. Sovereign 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. Sovereign 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 Sovereign 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 Sovereign 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:

SOVEREIGN 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.

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Purchaser's Signature

Date