

SOUTHERN PEST CONTROL OF GA., INC.

t/a

SOVEREIGN PEST CONTROL

5055 Old Ellis Pt., Suite B1, Roswell, GA 30076 (404) 633-3139

www.sovereignpestcontrol.com

PLATINUM PEST CONTROL 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.

_____ **Platinum 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.

_____ **Additional Service Options:** Fire Ants _____ Fleas _____ Ticks _____ Other _____
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 the above selected items. It is understood that Sovereign Pest Control may perform applications in the yard as part of the appropriate treatment for the identified structure. 100% MONEY BACK GUARANTEE, if residence is not kept substantially free from all covered pests, subject to a final inspection by Sovereign Pest Control.

_____ **Termite Inspection:** Sovereign Pest Control will inspect the structure for a subterranean infestation once during the contract period. This is an inspection only and no warranty for re-treatment for termites nor for the repair of damages caused by wood destroying organisms is included with this service plan agreement.

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.

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The Georgia Structural Pest Control Act requires all pest control

Companies to maintain insurance coverage. Information about this coverage is available from this pest Control company.

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. Formosan Termites are excluded from any coverage provided in this contract.

E. This agreement is only for the treatment of an infestation for the covered pests identified in this agreement at the identified residence. Any injuries or illness that may occur as a result of any bites or stings from the identified covered pests or any other pests are not the responsibility of Sovereign Pest Control.

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.

8. Any provision for a limitation of liability based upon any modification or addition to the structure as depicted in the diagram attached to this contract shall be set forth in the Contract so that the homeowner understands that he is responsible for notifying Sovereign Pest Control of any modifications or alterations which are made during any contract period.

9. 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.

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.

Purchaser's Signature

Date