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# SUBTERRANEAN TERMITE/ WOOD DESTROYING INSECTS BAITING SERVICE AGREEMENT - FLORIDA COMMERCIAL & MULTI-FAMILY STRUCTURES

Customer

Customer's Agent

Treated Property

County

Mailing Address

City, State, Zip

Grid

City, State, Zip

Phone

Home Phone

Business Phone

E-mail Address (Optional)

Effective Date

## TREATMENT WILL BE PROVIDED BY:

☐ BAITING ☐ WOOD TREATMENT ☐ FUMIGATION

## GUARANTEE WILL BE ISSUED AS CHECKED BELOW:

☐ REPAIR AND RETREATMENT ☐ RETREATMENT ONLY ☐ NO GUARANTEE

MASSEY IS AUTHORIZED TO TREAT THE TREATED PROPERTY FOR THE SPECIFIC WOOD DESTROYING INSECTS CHECKED ABOVE FOR THE: ☐ CONTROL OF ☐ PREVENTION OF

☐ Subterranean Termites ☐ Formosan Termites ☐ Old House Borers  
☐ Drywood Termites ☐ Powderpost Beetles

Specific Wood Destroying Insects Included in Coverage:  
☐ Subterranean Termites (*Reticulitermes* sp., *Heterotermes* sp.)  
☐ Formosan Termites (*Coptotermes* sp.)  
☐ Drywood Termites (*Kaloterms* sp., *Incisitermes* sp., *Cryptotermes* sp.)  
☐ Powderpost Beetles (*Anobiidae* sp., *Lyctidae* sp., *Bostrichidae* sp.)  
☐ Old House Borers (*Cerambycidae* sp.)

WDI Treatment Sticker Location:

**IMPORTANT:** For detailed explanation of Guarantee(s), see the reverse side hereof. All Guarantees are specifically subject to the General Terms and Conditions listed on the reverse side hereof.

### 1. INITIAL TREATMENT

This will confirm that the above-referenced Treated Property was treated for the Specific Wood Destroying Insects checked above on the Effective Date indicated above. MASSEY does hereby guarantee that the Baiting System installed on the Property complies with the manufacturer's label and with current regulations as approved by the United States Environmental Protection Agency and the state of Florida.

### 2. RENEWABLE PROTECTION

A. MASSEY guarantees the Initial Treatment for a period of one (1) year from the Effective Date referenced above. MASSEY will offer the Customer an option of renewing the Guarantee each year. The annual renewal fee will be \$ \_\_\_\_\_ for the second and third year, with MASSEY reserving the right to adjust the annual renewal fee each year thereafter by giving Customer advance notice.

B. The Customer must pay the annual renewal fee on or before the end of the expiration month (anniversary of the Effective Date) or this Guarantee will be automatically terminated. In the event that this Guarantee is canceled for any reason, the Customer hereby agrees to allow MASSEY access to the Treated Property to retrieve any Baiting System Components.

#### IMPORTANT NOTICE:

THE CUSTOMER UNDERSTANDS THAT ANY BAITING SYSTEM COMPONENTS PROVIDED TO CONTROL TERMITES AS GUARANTEED HEREIN ARE THE SOLE PROPERTY OF MASSEY AND/OR THE SUPPLIERS OF THESE COMPONENTS AND FAILURE TO PAY THE ANNUAL RENEWAL FEE WILL RESULT IN REMOVAL OF THESE COMPONENTS FROM THE TREATED PROPERTY.

### 3. REINSPECTIONS AND MONITORING

A. During the effective period of this Guarantee, MASSEY will reinspect the Treated Structure(s) annually upon Customer's request, or at such intervals as MASSEY may deem necessary. No failure on the part of the Customer to request reinspection shall, in any way, affect the Customer's rights under this Guarantee.

B. The Customer agrees to make the Treated Structure(s) available for reinspection.

C. During the first year following the Effective Date and thereafter, as long as annual renewal fees are current, MASSEY will monitor the Treated Property according to the product label and all applicable state laws.

D. If any baiting stations are found with active Termites, MASSEY will return as necessary until the infestation has been controlled and/or eliminated.

E. Customer agrees to make the Treated Property available for MASSEY's monitoring and baiting activities.

F. MASSEY guarantees to perform any retreatment deemed necessary at no additional cost to the Customer as long as the Guarantee is in effect. Customer understands that MASSEY may use alternative methods in providing retreatment.

### 4. RETREATMENT, REPAIR OF FUTURE DAMAGE, AND LIMITATIONS OF LIABILITY

The type of Guarantee checked above will be issued to the Customer upon completion of the Initial Treatment and payment in full. The "Repair and Retreatment" and "Retreatment Only" Guarantees are explained in detail and are subject to the General Terms and Conditions on the reverse side hereof. In summary, the "Repair and Retreatment" Guarantee provides for retreatment and repair protection against new damage to the structure and contents up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 per structure over the renewable life of this Guarantee at no additional cost to the Customer. Old damage (damage occurring prior to the Effective Date) is not covered. The "Retreatment Only" Guarantee provides only for any retreatment deemed necessary at no additional cost to the Customer.

### 5. TRANSFER OF OWNERSHIP

MASSEY agrees to transfer this Guarantee to the new Owner of the Treated Property upon payment of a \$95.00 transfer fee, provided that the new Owner requests transfer in writing and pays the transfer fee within three business days of the change of ownership. Otherwise, this Guarantee will terminate automatically as of the date of change of ownership. MASSEY reserves the right to adjust the annual renewal fee upon transfer of this Guarantee.

### 6. STRUCTURAL ADDITIONS AND/OR ALTERATIONS

A. In the event the Treated Structure is modified, altered or otherwise changed, Customer will immediately notify MASSEY in writing for proper instruction(s) and/or any additional treatments required by the changes made. Failure to notify MASSEY in writing will terminate this Guarantee automatically.

B. MASSEY may exclude damage repair coverage from avenues or conditions created by structural additions and/or alterations. In lieu of such exclusion, MASSEY may require additional treatment, additional service charges, and/or an adjustment in the annual renewal fee.

### 7. ALLERGIES AND SENSITIVITIES

If you, or any occupants, are prone to allergic reactions or sensitivities to dust, pollen, odors, chemicals, solvents, etc., or suffer from any respiratory illnesses, you should consult your physician before any service is performed on your property.

In consideration for work to be performed as itemized above and subject to the General Terms and Conditions recorded on the reverse side of this agreement, the undersigned agrees to make payment as follows:

INITIAL TREATMENT

\$

☐ CASH

OTHER SERVICES

\$

☐ CHECK # \_\_\_\_\_

TAX \_\_\_\_\_ %

\$

☐ VISA

TOTAL AMOUNT DUE

\$

☐ MASTERCARD

LESS DOWN PAYMENT

\$

☐ DISCOVER

BALANCE DUE UPON COMPLETION

\$

☐ AM EX

ACCOUNT # \_\_\_\_\_

Expiration Date \_\_\_\_\_

Authorization #: \_\_\_\_\_

*Carol Lehnert, Regional Director*  
Customer/Agent Date

## NOTICE TO BUYER

You, the Buyer, may cancel this agreement within seventy-two (72) hours of execution by giving written notice of cancellation by registered mail to MASSEY. Do not sign this Service Agreement if blank. You are entitled to a copy of the Service Agreement at the time you sign.

Issuing Office

Phone #

Address of Issuing Office

City

State

Zip

MASSEY Inspector

Date

*Alvin Sealall 7/15/2022*

GM Review

MS-207C 2/11

## REPAIR AND RETREATMENT PROTECTION/LIMITATIONS OF LIABILITY

Subject to the reverse side hereof, the Inspection Graph, and the General Terms and Conditions below, **MASSEY** will issue a **Repair and Retreatment Guarantee** that provides for any retreatment deemed necessary and for protection against **NEW DAMAGE** to the Structure(s) and Contents. **OLD DAMAGE (DAMAGE OCCURRING PRIOR TO THE EFFECTIVE DATE) IS NOT COVERED.**

1. **RETREATMENT.** **MASSEY** guarantees to perform any retreatment deemed necessary at no additional cost to the Customer as long as the Guarantee is in force.
2. **REPAIR OF FUTURE DAMAGE.** The Guarantee provides repair of future damage protection against specified Wood Destroying Insect damage to the Treated Structure(s) and Contents subject to the General Terms and Conditions listed below. **MASSEY** will make such repairs as necessary to correct **NEW** damage, provided . . .
  - a. Damage was caused by the specified Wood Destroying Insects after the Effective Date, and;
  - b. **MASSEY** finds the damaged area(s) infested with **LIVE** Wood Destroying Insect(s). **UNLESS LIVE WOOD DESTROYING INSECT(S) ARE FOUND IN THE DAMAGED AREA(S), the damage will be considered to be OLD DAMAGE AND WILL NOT BE COVERED UNDER THE GUARANTEE.**
  - c. **MASSEY** personnel verifies the evidence before it is altered or destroyed.All repair work will be performed or supervised by **MASSEY** personnel only, unless Customer receives prior written authorization from **MASSEY**.
3. **LIMITATIONS OF LIABILITY.** The future damage repair Guarantee will apply to all areas of the Treated Structure(s) except those areas that have been excluded on the Inspection Graph of the Treated Property and those areas damaged by Wood Destroying Insects as a result of the following avenues and conditions . . .
  - a. Wood members of the Structure in direct contact with the soil, whether visible or not;
  - b. A moisture problem caused by, but not limited to, plumbing leaks, roof leaks, poorly sealed windows/doors and irrigation systems, supplying moisture for Termites to survive within the Structure without returning to the ground;
  - c. Structural additions or alterations, or grade alterations, not reported by Customer and thus, not treated.This Guarantee provides for future damage protection against new specified Wood Destroying Insect(s) damage up to \$50,000 per occurrence with a **maximum aggregate amount of \$250,000 per structure** over the renewable life of this Guarantee.

## RETREATMENT ONLY PROTECTION/LIMITATIONS OF LIABILITY

Subject to the reverse side hereof, the Inspection Graph, and the General Terms and Conditions below, **MASSEY** will issue a **Retreatment Only Guarantee**.

1. **RETREATMENT.** **MASSEY** guarantees to perform any retreatment deemed necessary at **no additional cost to the Customer** as long as the Guarantee is in force.
2. **LIMITATIONS OF LIABILITY.** The Guarantee provides for and obligates **MASSEY** to perform necessary retreatments to the Structure if an infestation of the specified Wood Destroying Insects is found in the Treated Structure(s) during the effective period of the Guarantee. The Customer understands that **MASSEY's** liability under the Guarantee is limited to **RETREATMENT ONLY** and does not guarantee against present or future damage to the Structure(s) or Contents, nor provides for repairs or compensation thereof. The Customer expressly waives, and releases **MASSEY** from liability from any claim for damages to the Structure(s) or Contents occasioned by an infestation of the specified Wood Destroying Insects.

## GENERAL TERMS AND CONDITIONS

- A. **EXISTING DAMAGE.** **MASSEY** is not responsible for the repair of either visible damage (noted on the attached Inspection Graph) or hidden damage existing as of the date of this Agreement. Because damage may be present in areas which are inaccessible to visual inspection, **MASSEY** does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.
- B. **ADDITIONS, ALTERATIONS.** This Agreement covers the Treated Structure(s) as of the Closing Date. In the event a Treated Structure is modified, altered or otherwise changed, Customer will immediately notify **MASSEY** for proper instructions and/or any additional treatment required by the changes made. Failure of the Customer to notify **MASSEY** will result in an exclusion of repair coverage for damages resulting from the untreated additions or alterations.
- C. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of this Guarantee must be made immediately in writing to any **MASSEY** office. **MASSEY** is only obligated to perform under this Guarantee provided the Customer allows **MASSEY** access to the identified Structure for any purpose contemplated by this Guarantee, including but not limited to reinspection, whether the inspection was requested by the Customer or considered necessary by **MASSEY**.
- D. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Customer, then this Guarantee will be automatically terminated.
- E. **DISCLAIMER.** **MASSEY's** liability under the Guarantee will be terminated if **MASSEY** is prevented from fulfilling its responsibilities under the terms of the Guarantee by reason of delays in transportation, shortages of fuel and/or materials, strikes, acts of terrorism or war, declared or not, embargoes, fires, floods, quarantine restrictions, and/or any act of God or circumstances or cause beyond the control of **MASSEY**.
- F. **EXCLUSIONS.** This Guarantee **does not** cover and **MASSEY will not** be responsible for:
  - 1) Damage or illness resulting from moisture conditions, including but not limited to all types of fungi, and all types of mold, whether visible or not;
  - 2) Damage resulting from wood members of the Structure in direct contact with the soil, whether visible or not;
  - 3) Damage resulting from moisture caused by but not limited to, plumbing leaks, roof leaks, poorly sealed windows/doors or irrigation systems, enabling Termites to survive within the Structure without returning to the ground;
  - 4) Personal expenses such as lodging, meals, transportation, etc. incurred as a result of treatment, retreatment and/or damage repair;
  - 5) Lost rental or other income as a result of retreatment and/or damage repair.
  - 6) Sensitivity and sensitivity related expenses including, but not limited to, medical tests, co-pays, medications and personal expenses, etc., incurred as a result of treatment, retreatment, and/or damage repair.
- G. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** **MASSEY** disclaims any liability for special, incidental or consequential damages or loss of anticipated profits. The Guarantees stated herein are given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose.
- H. **NON-WAIVER.** **MASSEY's** failure to enforce any of the terms and conditions of this Guarantee shall not be construed as a waiver of any provision of this Guarantee.
- I. **ENTIRE AGREEMENT.** It is understood and agreed between the parties that the guarantee provided to the Customer as of the Effective Date, any treatment graphs, and upon issuance, this Guarantee, constitutes the complete Agreement between **MASSEY** and the Customer and that said Agreement may not be changed or altered in any manner, oral or otherwise, unless such alteration or change be in writing and executed by the President of **MASSEY SERVICES, INC.**