



**CONTRACT FOR PERFORMANCE OF WOOD DESTROYING INSECT INFESTATION INSPECTION REPORT AND WOOD DESTROYING ORGANISM ATTACHMENT TO WOOD DESTROYING INSECT INFESTATION INSPECTION REPORT**

CUSTOMER: \_\_\_\_\_ HOME PHONE NO.: (\_\_\_\_) \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ BUS. PHONE NO. (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PROPERTY ADDRESS OF STRUCTURE(S): \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FOR THE SUM OF: \$ \_\_\_\_\_ ATTACHMENTS WHICH MAY FORM PART OF THIS AGREEMENT: \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

CUSTOMER TO PAY AS FOLLOWS: \_\_\_\_\_

**INSPECTION FOR:** Coastal Pest Control, LLC (hereafter "Company") and Customer understand and agree that Company will perform an inspection of the *readily accessible and unobstructed* areas of the dwelling for the *visible* evidence of wood destroying insect infestation in the form of live insects, insect parts, frass, exit holes, or shelter tubes, and *visible* damage from wood destroying insects. Company and Customer further understand and agree that Company will perform an inspection for *visible* evidence of active and inactive wood destroying fungi in the readily accessible and unobstructed areas of the foundation and understructure, including crawl space, door sills, joists, subflooring and substructure support timbers. Customer understands and agrees that Company will not move obstructions such as boxes, appliances, furniture, carpet, insulation, plumbing, electrical, etc... in an effort to inspect for wood destroying insect infestation or wood destroying fungi infestation. Customer expressly agrees and understands that Company cannot and does not inspect for infestation not visible in the readily accessible and unobstructed areas of dwelling and cannot locate hidden damage. Customer expressly understands that said report is not a structural damage report and that some degree of damage, including hidden damage, may be present. Customer understands that the above inspection should not be conducted in lieu of a structural home inspection. \_\_\_\_\_ Customer's Initials.

Customer further agrees and understands that the inspection is limited to wood destroying insect infestation and damage, and the presence of active or inactive wood destroying fungi, and Customer expressly agrees and understands that Company is not inspecting for the presence of adverse moisture conditions or damage. Company may recommend treatment after the provision of the reports contemplated herein, and any such treatment shall be the subject of a separate written contract. **Customer further agrees and understands that the findings contained in the reports contemplated herein are indicative of the condition of the property on the date of the inspection only, and this Contract and the reports contemplated herein are NOT to be construed as an express or implied warranty or guarantee against latent, concealed or future infestation or defects.** \_\_\_\_\_ Customer's Initials

Customer expressly agrees and understands that this Contract serves to define the scope and cost of the reports to be provided by Company, and any actual findings or results will be identified on a two page document entitled "Wood Destroying Insect Infestation Inspection Report" and "Wood Destroying Organism Attachment to the Wood Destroying Insect Infestation Inspection Report", along with any graphs or photographs that Company may also elect to provide in connection with its services. \_\_\_\_\_ Customer's Initials

Customer expressly agrees and understands that the provision of the reports contemplated herein are for the sole use and benefit of the Customer, that Company is not performing said inspections for the benefit of any party not made a party to this Contract, that there are no implied third party beneficiaries of this Contract, and if Customer supplies the reports contemplated herein to any third party, and said third party relies on said reports and thereafter makes a claim against Company, Customer expressly agrees to hold Company harmless and fully indemnify Company for damages Company may suffer as a result of Customer's non-compliance with the terms of this paragraph, including but not limited to payment of any judgment, attorney's fees, expert witness fees, and all costs expended therein. \_\_\_\_\_ Customer's Initials

**ARBITRATION:** The Purchaser and Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance, or breach of this agreement or to the treatment of or rendering of services to the identified property in anyway, whether by virtue of contract, tort, or otherwise, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator(s) shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Plan. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold Coastal Pest Control, LLC responsible for (I) the repair or replacement of any termite damage to the identified property other than new termite damage as defined in this Plan (ii) loss of anticipated rents and/or profits (iii) indirect, special, incidental, consequential, exemplary or punitive damages. Each party shall be responsible for paying any attorneys' fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrator's fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in a written decision which shall state the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorneys' fees, with respect to such suit and the arbitration award shall so provide. Purchaser and Company agree that if a claim arises due to nonpayment of fees under this Contract by Purchaser, the Company may, in its sole discretion, seek judgment in a court of law rather than through arbitration, and Purchaser agrees that in the event judgment is rendered therein, purchaser shall be responsible for 33% attorney's fees, all costs, expert witness fees, and any other expenses incurred pursuing collection of said fees. I certify that I have read and understand the arbitration clause described above: \_\_\_\_\_ Customer Initials

**THE COMPANY AND CUSTOMER AGREE TO THE ABOVE TERMS AND CONDITIONS:**

By signing this agreement, I the customer, certify that I have read the provisions above and agree to all terms and conditions outlined therein.

\_\_\_\_\_  
Date Customer COASTAL PEST CONTROL, LLC by: Authorized Agent