

RETREATMENT ONLY WARRANTY (SEE FRONT FOR TYPE OF WARRANTY TO BE ISSUED)

Subject to any limitations or restrictions set forth in the Graph and Specifications, and to the General Terms and Conditions below, **Hero Pest Solutions** will put into effect a Retreatment Warranty which obligates **Hero Pest Solutions** at no extra cost to me, to apply any necessary additional treatment to my building if an infestation of WDO, live infestation is found during the effective period of my warranty. I understand that **Hero Pest Solutions** obligations under this warranty is limited to retreatment only. I expressly release **Hero Pest Solutions** from any obligations to repair any damages to my structure or its contents caused by an infestation of any termites before or after the treatment is performed. This Warranty expressly excludes Formosan Termites.

GENERAL TERMS:

1. It is agreed that under this contract **Hero Pest Solutions** is not responsible for the repair of visible damage existing as of the date of this contract. It is possible that damage may as of the date of this contract, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspection. For this reason, **Hero Pest Solutions** cannot warranty that the damage disclosed by visual inspection of the premises (and which are indicated on the Graph and Specifications) represents the entirety of damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that **Hero Pest Solutions** shall not be responsible for the repair of any damage, including that which existed in areas or in structural members which were not accessible for visual inspection as of the date of this contract, nor any WDO damage found after treatment.

Hero Pest Solutions promises to exercise reasonable care in its treatment procedure, but it is agreed Hero Pest Solutions will not accept responsibility for any damage done to home before or during the treatment process, including cracked or broken roofing tiles, displaced gutters, damage to solar panels or satellite dishes, damage or killed plant-life, chipped or peeled paint, scuffs or cracks in driveway, broken windows or doors, vandalism, attic entry damage, or any other inadvertent damage occasioned by performed procedures.

2. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of **Hero Pest Solutions** treatment, thereby permitting infestation to continue after the date of the initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and **Hero Pest Solutions** will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area.

3. Any claim for breach of any warranty shall be made in writing to **Hero Pest Solutions**. No suit shall lie hereunder unless the provisions of paragraph 4 have been complied with and unless brought within one year after the making of said written demand.

4. I agree that **Hero Pest Solutions** obligations under this agreement and my warranty shall be canceled if **Hero Pest Solutions** cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, lack of usual means of transportation, my failure to allow **Hero Pest Solutions** access to my building for any purpose, specifically including reinspection, whether the reinspection was required by me or by **Hero Pest Solutions** or any other reason beyond **Hero Pest Solutions's** control.

5. This agreement covers the premises diagrammed on the attached Graph and Specifications (if attached) as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after the date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the owner and **Hero Pest Solutions** to reinspect the premises, provide additional treatment and/or adjust the annual renewal fee.

6. It is understood and agreed between the parties that this contract, the attached Graph and Specifications (it provided) and the Warranty constitute the complete agreement between the parties and that said agreement may not be changed or altered in any manner, oral or otherwise by any representative of **Hero Pest Solutions** unless alteration or change be in writing and executed by a corporate officer of **Hero Pest Solutions**

7. It is understood and agreed between the parties that any warranty issued pursuant to this contract is subject to the limitations and restrictions, if any, set forth in the Graph and Specifications.

8. It is specifically understood and agreed that **Hero Pest Solutions** and the buyer are bound only by the terms and conditions of this agreement and not by any other representations, and/ or otherwise.

9. If my building has any moisture or structural conditions, which support Subterranean Termites after **Hero Pest Solutions's** initial treatment under this agreement, then I agree not to hold **Hero Pest Solutions** responsible for any damage repairs.

10. Upon receipt of full payment, **Hero Pest Solutions** will put into effect the type warranty noted on front side. If payment is not made in full by the date of this agreement, interest of 5% each month may be added for any outstanding balance after 6 months. My warranty will cover the structures described in the attached graph(s) upon full payment of initial charges for treatment and any related services. My warranty may become effective for _____ years as long as I pay my annual renewal fee on or before each anniversary effective date. After _____ years it will be my option to pay **Hero Pest Solutions** to retreat my structure(s) or to drop my warranty. Should I decide to have my structure(s) treated by **Hero Pest Solutions**, my new warranty may become effective for another _____ years as long as I pay my annual renewal fee on or before my new anniversary date. Both The Purchaser and Hero Pest Solutions reserves the right to cancel/alter the renewal after the first renewal period. Any fees paid towards a renewal are non-refundable.

11. **Access to Property:** Purchaser agrees to allow **Hero Pest Solutions** direct access to the premises as deemed necessary by **Hero Pest Solutions** for inspection, treatment or any other purpose contemplated by this agreement. Purchaser shall be solely responsible for the full cost to remove and replace any floor coverings, raised hardwood flooring, wall coverings, artificial ceilings, deck/porch flooring and staircases or other structural features which provide direct access by **Hero Pest Solutions**. If Purchaser fails to abide by these conditions, then **Hero Pest Solutions** shall have the right to terminate this agreement immediately.

12. **Chemical Sensitivity:** **Hero Pest Solutions** applies all chemicals according to the manufacturers' instructions, however, if anyone entering the premises is sensitive to chemicals or chemical odors, **Hero Pest Solutions** recommends that you contact a physician prior to treatment. **Hero Pest Solutions** shall have no liability for side effects caused by chemicals or chemical odors.

13. **Warranty:** This agreement is a Retreatment Warranty only. The service does not guarantee complete eradication of the target pest. Activity is common even after treatment, and can include the discovery of droppings, frass, wings, damage, and swarming termites. If activity of the targeted pest is found throughout the duration of the agreement terms, Hero Pest Solutions promises to return within 2 weeks at no additional charge with no limits unless otherwise stated. Hero Pest Solutions reserves the right to limit these callbacks to one per month.

The retreatment warranty does not include cabinets, furniture, or inaccessible/unobservable wood. We may attempt to eradicate the termites via spot treatments in these areas, but complete eradication may require further action, like removal of wood, furniture, or cabinets, or tent fumigation. Should further action be deemed necessary, Hero Pest Solutions will notify the customer of the recommended action to resolve the ongoing issue.

THIS CONTRACT EXPRESSLY EXCLUDES FORMOSAN TERMITES.