

TERMS AND CONDITIONS

- 1) GreenShield Pest Control (GPC) agrees to provide service in accordance with the terms and conditions as outlined in this agreement.
- 2) The customer agrees to receive and pay for services as outlined on this agreement and to make the premises available for GPC to perform such services.
- 3) GreenShield will provide all necessary material and labor to spot treat the above address for any subterranean termite infestation found while under warranty. GreenShield uses Termidor termiticide, the most effective product professionally available. www.termidorhome.com
- 4) This agreement includes a \$1,000,000 damage warranty. (see Damage Warranty section)
- 5) This Warranty does NOT cover any previous or future termite damage outside of the warranty period, and only covers subterranean termites.
- 6) If there is more than one active termite spot, then GreenShield reserves the right to additional fees. GreenShield may require certain Conducive Condition to be corrected for the Warranty to remain valid.
- 7) The pest control technician is not qualified or responsible to report or give opinion on mold, fungi, or mildew that might be considered toxic in nature. Any situations or questions dealing with health related implications or indoor quality should be directed to a mold specialist.
- 8) Cancellation of this agreement must be in writing and prior to thirty days of the next scheduled inspection. If cancellation is made after the annual inspection an inspection fee of \$50 will be applied
- 9) Refunds will not be applied for cancellation of this agreement prior to the fulfillment of this agreement.
- 10) All payments are due in full within 30 days from the service date. A \$25 late fee will be added to invoices that are over thirty days past due. When an account is determined to be severely delinquent, any applicable termination fees will be added to the outstanding balance as well as reasonable collections fees. The account will then be placed with a certified collections agency or an attorney for collections. Customer's failure to make payment in full in a timely manner shall terminate this agreement in its entirety immediately without further notice or action by GPC and discharge GPC from any obligation to customer.
- 11) Following the initial 12 month period, this contract will remain in effect until cancelled in writing prior to thirty days of the next scheduled service.
- 12) The customer agrees that if GPC is unable to gain access to the entire property because of locked gates, dogs, or any other reason that the inspection cannot be completed, the Warranty will become void.
- 13) The customer agrees that if treatment is required all areas needing treatment must be made accessible prior to day of service.
- 14) Customer agrees to notify GPC prior to technician rendering service if any occupant of the premises to be treated is allergic or sensitive to chemicals.
- 15) GreenShield uses only labeled termiticides and provides owner with all state required documents.
- 16) GreenShield is licensed by the Virginia Department of Agriculture and Consumer Services, Office of Pesticide Services, P.O. Box 1163 Richmond, VA 23218

DAMAGE WARRANTY

This agreement includes a damage warranty of \$1,000,000. There is a \$1,000 deductible for the repair of Subterranean Termite damage. The Damage Warranty has a lifetime maximum of \$1,000,000 which is the maximum GreenShield will pay under the terms of this agreement. It is understood that GreenShield is responsible for repairs under this agreement only when they are made with GreenShield's approval and under GreenShield's supervision and control. It is further agreed that GreenShield's liability for repairs is limited to any new Subterranean Termite damage with active termites not attributed by conducive conditions on structures covered. The Termite agreement and renewal do not cover Formosan Termites. Claims must be made in writing within twelve (12) month period of our inspection report. Areas that are not accessible for our visible inspection and conducive conditions such as a cracked slab, moisture problems, etc., (see disclosure section) are not covered under this agreement. It is agreed that any cause of action will not be brought against GreenShield without first allowing GreenShield to have re-inspection of the structure as requested. It is agreed that cause of action will not be brought against GreenShield without first contacting the Virginia Department of Agriculture and Consumer Services Office of Pesticide Services and requesting an inspection by a state appointed inspector.

ARBITRATION

The Customer and GreenShield agree that any dispute that cannot be settled between them will be settled through arbitration utilizing the Commercial Arbitration Rules set out and enforced by the American Arbitration Association. The customer and GreenShield also agree that the arbitrator rulings are final and binding.

POLICIES AND SERVICE INFO

- **Service Reminders:** Notification of upcoming services are sent out about seven days before your scheduled service. These will be sent to you by automated phone call, text message, and/or email. Please notify the office which method(s) of communication you would prefer.
- **Annual Inspection:** A thorough inspection will take place annually before current warranty is due to expire.
- **Additional Inspections:** If additional inspections are requested by the homeowner (beyond the annual inspection) and no termite activity is found, there may be a charge of \$50 applied.
- **Rescheduling or Skipping an Inspection:** Inspections are scheduled according to your Warranty Agreement. If the day scheduled for your service is inconvenient for you, please notify the office as soon as possible. Services may be delayed up to two weeks upon communication with the office staff. If services are performed outside of agreed upon schedule, or skipped, the Warranty will become void.
- **Weather policy:** Our technicians can still inspect your home when it is raining or snowing. If your technician decides the weather is too extreme for effective inspection you will be notified and rescheduled.
- **Accessibility:** If the technician cannot access an area of your property because of locked gates, pets, obstacles, etc., they will be unable to complete the inspection. Once you can make the area accessible to the technician, we will reschedule the inspection.
- **Paperless Options:** Service invoices, billing statements, reminders, and other types of communication will be sent to your e-mail, please ensure we have record of an email address you check regularly. We can keep more than one email on record if you would like us to send communication to another member of your household. Separate e-mail addresses can be provided for general communications and for billing. Receiving paper billing statements via postal services is still an option, please notify the office if you prefer paper. Text messages and automated phone calls are sent to the primary phone number on record.

- **Payments:** Payment for services can be given to the technician at time of service, or anytime up to 30 days after service is performed. Payments can be made in form of personal check, money order or credit card. Payments may be made online using the link provided on your e-mailed statement. Automatic payments (APay) can be set up at your request and will (unless otherwise noted) be processed after the service is completed. Payment plan options are available.
- **Late Payments:** If your payment is not received by 30 days after date of inspection we will give you a courtesy call. Communication is important, we understand things sometimes come up that delay payment and mail can get lost. Unpaid Termite Warranty Subscriptions will become void and a \$50 inspection fee will be added.
- **Continuation of Services:** After your Warranty Agreement is fulfilled, the Warranty will automatically continue at the same rate and schedule as established in the original agreement unless otherwise noted. Services will continue for as long as you would like. If you move, we may be able to transfer your account to the new address.
- **Cancellation of Services:** Cancellation of services requires 30 days written notice prior to your next annual inspection. Refunds will not be issued for cancellations prior to fulfillment of this agreement.
- **Communication:** We want to hear from you! If you have any questions or concerns please call us at 804-798-1725. You may also send us an email at officegreenshield@gmail.com. Send us a text at 804-417-6264 (Please do not text our office number, we will not receive it.)