

Wise / Chem Safe Pest Control

4144 US Hwy 380 west
Decatur Texas 76234
(940) 627-7378

2011 Proposal for Termite Renewal Wise County Court House

101 North Trinity
Decatur, TX 76234
September 1, 2011 – August 31, 2012

Wise / Chem Safe Pest Control
P. O. Box 951
Decatur, TX 76234

TX License No. 396
TX Sales Tax No. 75-2607179

TO: Wise County,

The undersigned Contractor ("Contractor") hereby proposes to furnish at its own cost and expense all labor, materials, tools, equipment, and facilities necessary to perform and fully complete the following described work for Wise County Court House at:

101 North Trinity

LIMITED GUARANTEE Subject to the General Terms and Conditions, the COMPANY will control incidents that may occur of infestations by subterranean termites for one (1) year after initial treatment is made as agreed; and during each additional year of the optional renewal period, provided that guarantee renewal fees are paid in accordance with term of the agreement. The COMPANY'S LIMITED GUARANTEE under this agreement is limited to control only of subterranean termites to the structure(s) or contents thereof. This guarantee is transferable to a new owner of the premises by transferring a copy of this agreement to the new owner AND BY ADVISING THE COMPANY IN WRITING of the name and billing address of the new owner.

GENERAL TERMS AND CONDITIONS

- 1.** After two (2) renewal years the FEE may be increased at a rate of 10% annually or the annual rate of inflation as measured by the Consumer Price index, which is greater.
- 2.** The COMPANY is not responsible for repair of damage or no-cost retreatment if direct wood to earth construction, roof leaks, plumbing leaks, or excessive moisture conditions exists in, under or adjacent to the structure(s).
- 3.** If during the guarantee period, additions and /or alterations are made which affect the treated structure(s), contracts for additional treatment and/or adjust the guarantee renewal fee.
- 4.** The COMPANY'S liability under any guarantee shall terminate when access to the premises for the purpose of carrying out the terms and conditions of contract is refused the company or its agent.
- 5.** It is mutually agreed that any dispute under the terms of this agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association.
- 6.** This agreement does not guarantee against present or future damage from covered

Payment of the Contract Price (as hereinafter defined) shall be made by Owner to Contractor as follows: Contractor shall present a properly completed invoice. Owner shall pay Contractor the amount owing as specified below:

\$250.00

Total billing \$250.00

In Witness Whereof, Owner and Contractor have executed this Proposal as of the date first above written.

ACCEPTED:

OWNER:

Wise County,

CONTRACTOR:

Wise / Chem Safe Pest Control

By: Bill McElhenny 09/21/11
Name: Bill McElhenny
Title: County Judge

By: Kevin Magus 9-21-2011
Name: Kevin Magus
Title: GM