



24818 Morton Ranch Rd
 Ste 200-43
 Katy, TX 77493
 BPtermite@yahoo.com
 (281) 808-5488

SUBTERRANEAN TERMITE CONTROL SERVICE AGREEMENT

Texas License# 11706

THIS AGREEMENT is entered into this 17 day of April, 2026, by and between **B&P Termite Inspections**, (the "Company") and SANEF MAGGESS (the "Customer") who declares they are the owners of the property located at 28443 Village Oaks Ct Magnolia Tx 77355 (the "Property"). In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the Customer and Company agree as follows:

- Service Commitment.** During the term of this Agreement, the Company will provide the necessary materials, labor, and chemicals for the control of eastern subterranean termites (the "Termites") on the structures (the "Structures") shown on the attached graph and located on the Property. This Agreement does not include protection against any aerial (above ground) infestation of any kind or any other termite or wood destroying insect or organism, including, without limitation, formosan termites, drywood termites, powderpost beetles, carpenter ants, wood decay fungi, etc.
- Term.** The term of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement (the "Term"). Provided this Agreement is in full force and effect and has not been terminated by the Company in accordance with this Agreement, the Customer may, on each anniversary date of this Agreement, extend the Term of this Agreement or any renewal thereof for one (1) year from such anniversary date so long as the Customer has paid to the Company the annual renewal fee set forth in Section 3 below on or before each such anniversary date.
- Fees.** Customer shall pay to the Company on the date hereof the sum of \$ 1450.00 (plus tax) for the services provided by the Company during the initial one (1) year term of this Agreement. If Customer elects to extend the Term of this Agreement or any renewal thereof in accordance with Section 2 above, Customer shall pay to the Company, on or before each anniversary date, an annual renewal fee of \$ 175.00 (plus tax) for the privilege of extending the Agreement for another year. After the third anniversary date of this Agreement, Company may increase the annual renewal fee at any time and from time to time upon written notice to the Customer.
- Customer Commitment.** The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct or eliminate any condition of the Structures or Property that may contribute to Termite infestation or destroy or impair the effectiveness of the treatment provided by the Company, including, without limitation, wood, trash, lumber, direct wood - soil contact, standing water, faulty plumbing; leaks, dampness from drains, condensation of leaks from the roof or otherwise, and landscaping above foundation grade, etc. Failure of the Company to alert the Customer to any conducive conditions does not alter the Customer's responsibility under this Section.
FAILURE TO CORRECT OR ELIMINATE ANY CONDUCTIVE CONDITION WILL TERMINATE AND VOID THE LIMITED DAMAGE WARRANTY, IF ANY, SPECIFIED IN SECTION 6 BELOW AND MAY, AT THE COMPANY'S SOLE OPTION, TERMINATE THIS AGREEMENT.
- Additions, Alterations, and Other Changes.** This Agreement covers the Structures identified herein as of the date of this Agreement. Prior to (1) the Structures being structurally modified, altered or otherwise changed, or (2) any soil being removed or added around the foundation, the Customer will immediately notify the Company in writing. Additional services because of any addition, alteration, or other such event may be provided by the Company at the Customer's expense, and may require an adjustment to the annual fee. **FAILURE TO NOTIFY THE COMPANY IN WRITING OF THE EVENTS LISTED ABOVE WILL TERMINATE THE LIMITED DAMAGE WARRANTY, IF ANY, SPECIFIED IN SECTION 6 BELOW AND MAY, AT THE SOLE OPTION OF THE COMPANY, TERMINATE THE AGREEMENT. THE FAILURE OF COMPANY TO NOTICE ANY CHANGE DOES NOT RELEASE CUSTOMER FROM ITS OBLIGATIONS SET FORTH IN THIS SECTION.**
- Damages Caused By Termites.**
 A. **Retreatment Warranty:** B&P Termite The Company shall not be responsible or liable in any matter whatsoever for any past, present or future damage of any kind or character to the Structures or its contents caused by the Termites or other wood-destroying insects and any other loss, expense and/or detriment, of any kind or character, suffered or incurred by the Customer, growing out of or in any way connected with the services provided by the Company under this Agreement. However, if an active infestation of Termites shall occur on any of the Structures at any time during the Term of this Agreement or any renewal thereof, the Company shall retreat those areas at no additional charge.
- Owner's Payment Obligation.** The obligations of the Company under this Agreement is conditioned upon payment in full of all fees as set forth in Section 3 above and failure to pay the same in full shall terminate this Agreement in its entirety and discharge the Company of any and all liability hereunder and any amount paid by the Customer shall become the property of the Company as liquidation damages. Liability of the Company is limited to the Term of this Agreement and any renewal thereof.
- Assignment.** If the Property is sold by the Customer, this Agreement may not be assigned or transferred without the prior written consent of the Company. The Company shall have the right to decline any request for transfer in its sole discretion. Unless Company has consented to the transfer or assignment of this Agreement, this Agreement shall automatically terminate upon the transfer of the legal or equitable title to the Property.
- Termination by Company.** This Agreement may be terminated by the Company on any anniversary date of this Agreement; provided Company gives Customer written notice of such termination no earlier than thirty (30) days prior to such anniversary date. Upon termination of this Agreement, the Company shall be discharged and released from any and all obligations and liabilities under this Agreement.
- Miscellaneous.** **ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 4/17/26 ARE PART OF THIS AGREEMENT.**

Company has provided Customer with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the Property. The initial treatment will occur within (30) thirty days of this Agreement and will be completed as set forth herein.

NOTICE: YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. A Consumer Information Sheet has been provided to you.

Customer: _____ Company: _____
 BY: [Signature] DATE: 4/24/26 BY: [Signature] DATE: 4/17/26

TERMS AND CONDITIONS

- A. **LIMITATION OF LIABILITY.** In consideration of the sums charged by Company hereunder and as liquidated damages and not as a penalty, and NOTWITHSTANDING ANY CONTRACT, TORT, OR OTHER CLAIM BY CUSTOMER THAT COMPANY HAS FAILED TO PERFORM ITS DUTIES, OBLIGATIONS AND RESPONSIBILITIES UNDER THIS AGREEMENT OR OTHERWISE, THE SOLE RESPONSIBILITY OF THE COMPANY IN THE EVENT OF A VALID CLAIM SHALL BE TO RETREAT THE STRUCTURES FREE OR CHARGE AND IF COMPANY HAS PROVIDED A LIMITED WARRANTY AS SPECIFIED IN SECTION 6 OF THIS AGREEMENT, PAY AND PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH SECTION 6 OF THIS AGREEMENT. CUSTOMER EXPRESSLY RELEASES COMPANY FROM, AND AGREES TO INDEMNIFY, PAY, DEFEND AND HOLD COMPANY HARMLESS WITH RESPECT TO, ANY OTHER OBLIGATION, RESPONSIBILITY OR DUTY TO CUSTOMER WHATSOEVER. THE COMPANY DOES NOT GUARANTEE, WARRANT, OR REPRESENT THAT TERMITES WILL NOT RETURN.
- B. **DISCLAIMER.** Without limiting, affecting, or diminishing any other provisions limiting the liability of the Company, the Company shall not be responsible or liable, in any manner whatsoever, for damages resulting from or services required for any of the following:
- (1) any and all visible damage or hidden damage existing as of the date of this Agreement (If verified live and active infestation is not present in any damage on any date after the date of this Agreement, it shall be deemed to have been caused prior to the date of this Agreement and the Company shall have no responsibility or liability for such damage in any manner whatsoever);
 - (2) Structures with moisture conditions, including, without limitation, fungus damages, mold, faulty plumbing, roofs, gutters, downspouts and/or poor drainage;
 - (3) masonry failure or grade alterations;
 - (4) wooden decks and fences;
 - (5) areas inaccessible for inspection or treatment;
 - (6) inherent structural problems;
 - (7) Structures with stone foundation walls, stucco or similar material below outside grade; and
 - (8) termites entering Structures having contact between wood and the ground.

Company does not make any representation, guaranty, or warranty of any kind or character whatsoever, either express or implied, with respect to the Inspection graph or any deficiency report including, without limitation, the accuracy, completeness or reliability thereof, THE COMPANY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THE OBLIGATIONS OF THE COMPANY SPECIFICALLY DISCLAIMS, ANY OTHER OBLIGATION, REPRESENTATION, WARRANTY, OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- C. **ENTIRE AGREEMENT.** This Agreement and the Inspection Graph constitute the entire agreement between the Customer and the Company relating to the services to be provided by the Company to the Customer and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.
- D. **AMENDMENT OR MODIFICATION.** This Agreement shall not be amended or modified except in writing signed by all parties hereto.
- E. **DELINQUENT SERVICES FEES.** Owner specifically agrees to pay a service charge on all service fees which remain unpaid more than thirty (30) days after billing at a monthly rate equal to the lesser of (a) 1.5% per month or (b) the highest nonusurious interest rate allowed for this type of account by whichever of Texas or federal law at the time of accrual of such service charge permits the higher rate. Company reserves the right, at its option, to assess a \$5.00 administration fee for each billing period in which a past due account is required to be processed. Owner further specifically agrees to pay all attorney's fees and other expenses incurred by the Company by reason of default by the Customer under this Agreement.
- F. **CHANGE IN LAW.** Company performs its services in accordance with requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services herein, Company reserves the right to revise the annual extension fee or terminate this Agreement.
- G. **GOVERNING LAWS; SEVERABILITY.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.
- H. **MANDATORY ARBITRATION.** Customer and Company agree that any controversy, dispute, or claim arising out of or relating to this Agreement shall be settled exclusively by neutral binding arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration rules then in force of the American Arbitration Association. The decision of the arbitrator shall be a final and binding resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Each party shall be responsible for paying its own fees, costs and expenses including the arbitration fees. Neither party shall sue the other where the basis of the suit is this Agreement other than enforcement of the arbitrator's decision and any party violating this provision shall pay the other party's costs and expenses including, attorney's fees.

POST-CONSTRUCTION SUBTERRANEAN TERMITE, DRYWOOD TERMITE & RELATED WOOD DESTROYING INSECT TREATMENT DISCLOSURE DOCUMENT

PEST CONTROL COMPANY:

Name: **B&P TERMITE INSPECTIONS** TPCL# **11706** Phone: **(281) 808-5488**

Address: **24818 MORTON RANCH RD STE 200-43** City: **KATY** State: **TX** Zip Code: **77493**

CUSTOMER:

Name / Contact: **Janet Mass** Phone: **281 642-3577**

Address to be Treated: **28443 Village Oaks Ct** City: **Magnolia** State: **Tx** Zip Code: **77355**

Email: _____ Notes: _____

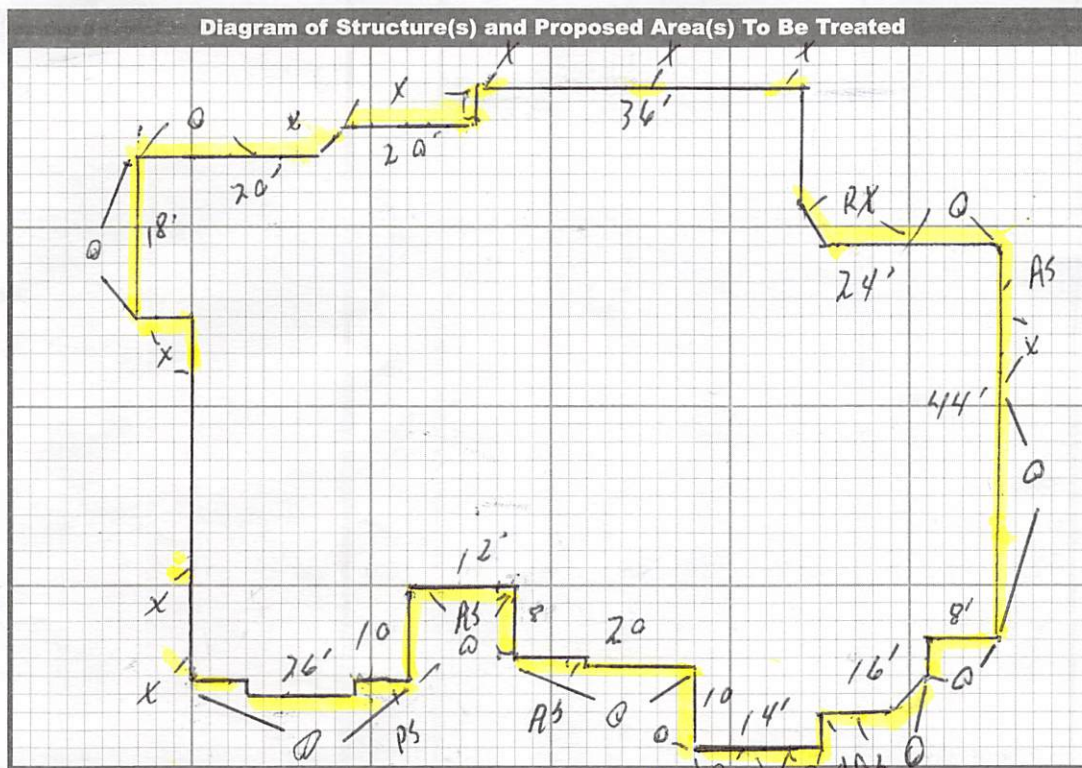
This disclosure document is provided with each written estimate for treatment of subterranean termites, drywood termites, powder post beetles, wood boring beetles or other related wood destroying insects (excluding carpenter ants). For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Phone (866) 918-4481

TARGET PEST(S): **E, Sub. Termites**

AREA(S) OF ACTIVITY: **See graph**

AREA(S) TO BE TREATED: **See graph**

DISCLOSURE DATE & ESTIMATE DETAILS:



Key To Diagram Symbols

Conditions Conducive for Infestation.....	C
Evidence of Infestation.....	E
Evidence of Active Infestation.....	A
Evidence of Previous Infestation.....	P
Evidence of Subterranean Termites.....	S
Evidence of Formosan Termites.....	F
Evidence of Wood Boring Beetles.....	W
Evidence of Powder Post Beetles.....	Y
Evidence of Drywood Termites.....	D
Evidence of Other WDI.....	V
Areas to be Drilled.....	X
Areas to be Trenched.....	O
Area to be Rodded.....	R
Area Bait Station to be Installed.....	BS
Area Physical Barrier to be Installed.....	BT

CONSTRUCTION TYPE:

<p>FOUNDATION:</p> <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Pier and Beam Pier Type: _____ <input type="checkbox"/> Basement <input type="checkbox"/> Other: _____	<p>SIDING:</p> <input type="checkbox"/> Wood <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Plaster <input checked="" type="checkbox"/> Other: Stucco	<p>ROOF:</p> <input type="checkbox"/> Composition <input type="checkbox"/> Wood Shingle <input type="checkbox"/> Metal <input type="checkbox"/> Tile <input type="checkbox"/> Other: _____	<p>PRIMARY USE:</p> <input type="checkbox"/> Residence <input type="checkbox"/> Public Building <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other: _____	<p>INACCESSIBLE / OBSTRUCTED AREAS:</p> <input checked="" type="checkbox"/> Inside Wall <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Sub. Flooring <input type="checkbox"/> _____
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PROPOSED TREATMENT TYPE & SPECIFICATIONS:

Subterranean Termite Post-Construction Treatment Types: Partial Spot Baiting System Barrier Pier and Beam Slab Construction (See definitions on back side)

Drywood Termite, Powder Post Beetle, Wood Boring Beetle or other related Wood Destroying Insect Treatment Type: Full Spot (See definitions on back side)

Approximate measurements of structure(s) to be treated: **290 Lxft**

A label of **Taurus SL** is attached. The concentration of termiticide or type of treatment to be applied at this location will be **125%**.
 (circle one)

If a baiting system will be installed the minimum number of bait stations will be _____. If a physical barrier will be used, the amount of barrier will be: _____ sq ft cu ft

WARRANTY & ATTACHMENTS:

Warranty information (if any) including area covered, time period of warranty, renewal options and cost, the obligations of the contracting parties, and conditions that could develop which would void the warranty is attached. If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify): _____

_____. A copy of the consumer information sheet has been made available to the appropriate party.

Brent A. Masse **Brent A. Masse** **4/17/26**
 Signature of Certified Applicator or Technician Completing Estimate Printed Name & License # Date
 Signature of Customer Verifying Receipt of This Document Date

DEFINITIONS RELATING TO SUBTERRANEAN TERMITE POST-CONSTRUCTION TREATMENTS

A termite treatment may be a partial treatment or spot treatment using termiticide, approved physical barriers, or a baiting system. These types of treatments are defined as follows:

Partial Treatments. This technique allows a wide variety of treatment strategies but is more involved than a spot treatment (see definition below). Example: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Spot Treatments. Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot". Often there are adjacent areas that are susceptible to termite infestation which are not treated.

Baiting Systems. This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection intervals. The baiting technique may include one (1) or more locations as prescribed by the product label and instructions.

Barriers. If a physical barrier is used, the square footage of the physical barrier must be recorded and a diagram describing the installation will be provided.

The types of treatment defined may apply to construction types as follows:

Pier and Beam. Treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts (piers and/or pipes).

Slab Construction. Treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

DEFINITIONS RELATING TO DRYWOOD TERMITE, POWDER POST BEETLE, WOOD BORING BEETLE AND OTHER WOOD DESTROYING INSECT TREATMENTS

A drywood termite, powder post beetle, wood boring beetle, or other related wood destroying insect treatment may be a full treatment or a spot treatment. These types of treatments are defined as follows:

Full Treatment. A treatment to control 100% of the insect infestation by tarpaulin fumigation or appropriate sealing method. A full treatment by fumigation is designed to eliminate every insect colony. It should include the infested structure and all attached structures; or

Spot Treatment. Any treatment less than a full treatment by tarpaulin fumigation. This treatment should be considered only when a drywood termite, powder post beetle, wood boring beetle or related insect infestation has a limited and defined area of infestation. Adjacent areas susceptible to drywood termite, powder post beetle, wood boring beetle, or related insect infestations are not treated. Because of the nature of wood destroying insects, these untreated areas may continue to harbor drywood termites, powder post beetle, wood boring beetle, and related insects throughout the structure without detection.