



# TERMITE SENTRICON RETREAT AND REPAIR SERVICE AGREEMENT

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THIS CONTRACT PROVIDES FOR THE RETREATMENT OF THE INFESTED AREAS OF THE STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN AND FORMOSAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

## Client Information

Name

☐ Residential ☐ Commercial

Email

Best Phone Number

How did you hear about us?

Service Address

City

State

Zip

Billing Address  
(if different than service)

City

State

Zip

Notes

Foundation Type

☐ Supported Slab ☐ Monolithic Slab ☐ Crawl ☐ Basement ☐ Piers

Linear Footage

Square Footage  
(if applicable)

FL Only

Treatment Type

☐ Corrective ☐ Preventative

Treatment Sticker Location

Installation Date

Renewal Date

Inspection Date

Billing

Installation Fee\*

Other Fee\*

Total Balance

☐ Due upon completion of Activation  
☐ To be paid from closing proceeds or within 30 days, whichever is first

Payment

☐ Auto Draft from Checking ☐ Check  
☐ Credit Card ☐ Invoice - Commercial Only

please note: up to 3% CC fee applied

☐ 1<sup>st</sup> ☐ 8<sup>th</sup> ☐ 16<sup>th</sup> ☐ 24<sup>th</sup>

Renewal Fee\*\*

☐ Annually ☐ Monthly

Client Signature

Date

Chorus\*\*\* Representative Signature

Date

Chorus Service Center

I have read, understand, and agree to the Terms and Conditions, which may be updated at any time without prior notice. The current Terms and Conditions are available for review at [callchorus.com/resources/terms-and-conditions](https://callchorus.com/resources/terms-and-conditions)

Client Initials

Mt. Juliet, TN 6015 | Knoxville, TN 6016  
FL Telemarketing License #

\*Amounts shown above are estimates. Taxes may apply. Final amounts will be calculated and detailed on your bill.  
\*\*Chorus reserves the right to adjust the renewal fee after the first year without prior notification.  
\*\*\*Chorus Pest Control Knoxville, LLC. Chorus Pest Control Nashville, LLC. Chorus Pest Control Huntsville, LLC. Chorus Pest Control Birmingham, LLC. Chorus Pest Control Auburn, LLC. Chorus Pest Control Gulf Coast, LLC. Chorus Pest Control Emerald Coast, LLC.

The client (“Client”) named on the front page of this service agreement (“Agreement”) and Chorus Pest Control, LLC (“Chorus”) (jointly “Parties”) enter into this Agreement for certain termite services for only Native Eastern Subterranean termites (*Reticulitermes flavipes spp.*) and Formosan termites (*Coptotermes Formosanus spp.*) (collectively “Termites”) for the structure(s) (“Structure(s)”) indicated on the attached graph (“Graph”) and agree to the following Terms and Conditions.

1. Retreat and Repair Service Agreement

Chorus will install, bait and monitor (“Service”) Corteva Agriscience’s Sentricon System (“System”) to control Termite activity in the graphed Structures(s) in exchange for Client’s fulfillment of obligations hereunder. Chorus will provide these services in accordance with applicable laws, regulations and Corteva’s recommended practices. Annual inspections are conducted solely to assess the presence of Termites and Termite Damage and conducive conditions and limited to visible and accessible areas in the Structure(s) as graphed.

- a. **Retreat Agreement.** If during the term of this Agreement, Chorus sees live Termites in the Structure(s) and if Client has fulfilled the obligations hereunder, Chorus will inspect for a Termite infestation and take steps to control the Termite activity “Retreat”.
- b. **Repair Agreement.** If during the term of this Agreement, Chorus sees live Termites and new Termite damage (“Damage”) in the Structure(s), and if Client has fulfilled the obligations hereunder, Chorus will repair the Damage (“Repair”). Prior or existing damage may be hidden and inaccessible to Chorus’s visual inspection by items such as but not limited to wall or floor coverings, furniture, appliances or stored items. Such damage will not be considered new Damage and therefore will not be repaired. Chorus will reimburse Client only for exploratory activities not performed by Chorus if Chorus consents prior to Client performing said activities. Damage does not include damage caused by water, condensation or mold or mildew.

2. Term and Renewal

This Agreement is effective upon signature of both Parties. If Client does not sign the Agreement within 30 days of Chorus’s signature, the Agreement is voidable by Chorus. The initial term is for twelve (12) months from the date of the last signature. The Agreement is renewable at Chorus’s discretion on a month-to-month basis for a twelve (12) month period if Client has fulfilled all obligations at time of renewal, and all Terms and Conditions are met, and neither party has given the other a notice of cancellation via email or in writing within 30 days of the renewal date. Florida only: The Client at the time of each renewal, if a previous renewal was purchased, shall have the option of extending the warranty annually after the first year for up to 4 additional years, as long as Client has fulfilled the obligations herein. The Renewal Fee may be adjusted by Chorus after the initial 12-month term. Upon transfer of ownership of the Structure(s), this Agreement shall terminate.

3. Client’s Obligations

Chorus’s obligation hereunder to Retreat and/or Repair are conditioned upon Client fulfilling the obligations below. If Client does not fulfill these obligations, this Agreement is voidable by Chorus without further obligation by Chorus.

- a. **Communication with Chorus.** Client agrees Chorus may contact Client at best phone number and e-mail address provided on the front of this Agreement. Client also agrees to receive communications regarding products and services via pre-recorded messages, direct calls, e-mails, and text messages at the number(s) and e-mail addresses provided.
- b. **Timely payment in full.** Installation fee is due at time of install and shall become property of Chorus as non-refundable liquidated damages. All remaining fees are due at time of invoice and are late after thirty (30) days of invoice date. A surcharge up to the amount allowed by law will be charged for returned checks and ACH withdrawals and reversed debit/credit cards charges. Chorus may increase fees after each twelve (12) month period. If fees are not paid timely, this Agreement is voidable by Chorus. Termination by Chorus will discharge Chorus of its obligations. All costs and attorney fees with an interest rate at the highest legal percentage will be paid by Client for all costs of collection, along with fees due.
- c. **Access to Structure(s).** Client is responsible for allowing Chorus access to the Structure(s) for inspection, treatment, Retreat, and Repair, including removal of floor and wall coverings, fixtures, appliances, storage boxes and concealed, unforeseen materials and conditions, and making such access safe from pet interference or escape. Client is responsible for locating and flagging all on site utility lines, including irrigation lines, prior to installation of the system, and cost for damage to such lines will be the sole responsibility of Client if the lines are not marked prior to installation of the stations. Client is responsible for cost of excavating hidden rocks below ground surface as needed for Service. Should client encapsulate crawl space, client shall leave all wood fully exposed and a 6 inch inspection gap at the top of encapsulation. Should attic contain spray foam, wood rafters should remain exposed.
- d. **Condition of Structure(s).** Client shall maintain the Structure and surrounding areas free from standing or leaking water, moisture, condensation, faulty plumbing, poor drainage, wood-to-ground contact less than four (4) inches above ground, firewood, lumber, insulation, other materials and conditions conducive to Termite infestation, including all materials which absorb and hold moisture. Client shall notify Chorus if chemical treatment was applied to the Structure(s) or surrounding areas prior this Agreement. Application of termiticide/pesticide by any entity other than Chorus to the Structure(s) or surrounding area during this Agreement, will render this Agreement voidable by Chorus. Chorus shall not be responsible for Repair related to masonry, foundation issues, or grade alteration. It is Client’s sole responsibility to recognize such conducive conditions, immediately report to Chorus such conditions, and to repair such conditions in a timely manner. Areas in the Structure(s) where such conditions exist, whether visible or not, are EXCLUDED from the Repair Agreement and any damage thereto will not be the responsibility of Chorus.
- e. **Other Alterations/Additions and Removal of Stations.** This Agreement is applicable only to the Structure(s) as graphed at the time of the initial date of this Agreement. Client must notify Chorus prior to modifying or altering the Structure(s) or surrounding soil, including application of spray foam and encapsulation of the attic or crawlspace. Such alterations or modifications may necessitate additional services which shall be paid by Client. If Client fails to notify Chorus of these alterations and pay for the required services to protect the Structure(s), or if Chorus deems the Structure(s) to no longer qualify for service, Chorus may exclude those areas from the Repair Agreement or void the Agreement entirely. If bait stations are removed, moved or damaged, Chorus may terminate the Agreement entirely with no further liability resulting from the removed, moved or damaged stations. If Chorus agrees not to void the Agreement, Client shall pay for replacement and reinstallation of such stations.
- f. **Chemical Sensitivity.** Chorus may deem it necessary to apply chemical termiticide if active Termites are found. Client should notify Chorus in advance of the treatment if Client or other occupants of the Structure(s) is or might be sensitive to pesticides/termiticides or their odors. Chorus will not be responsible for side effects, injury or illness caused by manufacturer’s product or odor or insect, rodent bites or stings. Failure to provide such advance notice will constitute an assumption of risk and a waiver of Chorus liability for injury related to the sensitivities.
- g. **Claims.** Client will immediately notify Chorus of any claim under this Agreement so Chorus may work with Client to resolve and cure issues resulting in a possible claim. Client waives the right to pursue or join class action suits against Chorus.

4. The Sentricon System and Ownership of its Components

The Corteva AgriScience Sentricon System is the manufacturer of the baiting system used by Chorus to control Termite activity. It may take several months for the System to be effective. Should Termite activity in the Structure(s) occur during that time, Chorus will use alternative treatments to control activity. At Client’s request, Chorus will provide Client with Corteva’s information on the System. The components of the System will remain property of Corteva and upon termination of this Agreement, Client agrees Chorus may retrieve the treatment components. Once the stations are removed, protection from Termites ends. There is no residual effect, and Chorus will not be responsible for Service following termination of this Agreement. Should Chorus not continue to use the System, Chorus will endeavor to offer Client an alternative for Termite protection hereunder at its discretion which is mutually acceptable to each Party. If an agreement cannot be reached, this Agreement will terminate and end all obligations and liability hereunder.

5. Insurance

Chorus will maintain required insurance such as liability, auto and worker’s compensation. Client will be responsible for maintaining all risk extended property coverage for personal and real property, including materials which may be necessary for performance of this Agreement. Client’s policy should include coverage for natural disasters, Acts of God and other casualty, physical loss or damage. Client agrees not to make a claim against Chorus for loss, damage covered by Client’s insurance policies.

6. Other Exclusions/Limitations of Liability/Disclaimers

Notwithstanding the limits to Chorus’s liability specified above in association with Client’s Obligations, Chorus’s liabilities are also limited to and by the following:

- a. **Termites.** As defined above, this Agreement is limited to live ground-borne Native Eastern Subterranean termites and Formosan termites only. All other pests and wood-destroying organisms are excluded from this Agreement, including but not limited to Drywood and Asian termites, fungi, mold, mildew, carpenter ants, carpenter bees, powder post beetles.
- b. **Limited Repair.** Chorus will attempt to match damage to hardwood floors and siding but does not guarantee a match. Chorus also shall not be responsible for repair of hardwood floors or siding beyond areas of actual Termite Damage.
- c. **E.I.F.S., Stucco, Foam and Encapsulation.** Chorus shall not be responsible for Service to areas of the Structure(s) with E.I.F.S. or other such moisture retaining materials. Installation of spray foam or encapsulation during the term of this Agreement may render the Agreement voidable by Chorus.
- d. **Force Majure.** If an unforeseen event(s), including but not limited to Acts of God, war, epidemics, government actions, gas or other commodity increases, or other unforeseen events should occur which makes obligations of Chorus hereunder delayed, impractical or impossible to fulfill, Chorus shall be relieved of its obligations hereunder.
- e. **LIMITATION OF LIABILITY.** PARTIES AGREE AS A MATERIAL TERM OF THIS AGREEMENT IN THE EVENT OF A DISPUTE OF ANY KIND BETWEEN PARTIES, CHORUS’S POTENTIAL LIABILITY SHALL BE LIMITED TO THE COSTS OF PERFORMING REPAIRS OF COVERED TERMITE DAMAGE AS DEFINED BY THIS AGREEMENT AND CHORUS SHALL NOT BE LIABLE FOR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR EMOTIONAL DISTRESS, MENTAL ANGUISH, LOSS OF USE, LOSS OF ENJOYMENT, RELOCATION COSTS, ALTERNATE LIVING EXPENSES, DIMINISHED VALUE, OR OTHER INDIRECT DAMAGES OF ANY KIND.

7. Binding Arbitration

Parties agree all controversy or claims arising out of this Agreement shall be settled by arbitration administered by the American Arbitration Association and any judgment rendered may be entered by any court having jurisdiction thereof. Arbitration is usually quicker and less expensive than litigation. Agreeing to arbitration waives the right to trial by jury, and no award shall include punitive damages, attorney fees or interest.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement and can be altered only by written and signed agreement by both Parties. If any part of this Agreement is found to be unenforceable or invalid, the remaining terms and conditions shall remain in effect.

9. Choice of Law

This Agreement shall be adjudicated in accordance with the regulations and laws of the state in which executed as they exist at time of execution. During the term of this Agreement, should a law or regulation regarding Service or Repair change, Chorus shall be given a reasonable time to take steps to comply.

CLIENT MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD (3RD) BUSINESS DAY AFTER EXECUTION OF THE AGREEMENT.

Client Signature

Date