

Date Certified 7/6/04

TERMITE CONTROL SERVICE AGREEMENT

Jim Register

2781 Exum Rd. NW

Ash, NC 28420

Property Owner and Address:

The Jay Taylor Exterminating Company, Inc. hereby agrees to control subterranean termites in the premise described above for the sum of \$780.00 to be paid in cash upon completion of the initial treatment.

The company will reinspect annually the premises treated and apply any necessary additional treatment to such premises at no extra cost, if reinfestation by subterranean termites is found therein, during the period this service agreement remains in force. This service agreement is limited to chemical treatment of any reinfested areas.

Initial period of this service agreement shall be one year commencing on July 6, 2004, the date of initial treatment and terminating on July 6, 2005. In addition this service agreement may be renewed annually for a period of (9) additional years by making annual payments of \$105.00 payable on or before July 6th; of each subsequent year, which is the anniversary date, with the Company reserving the right to adjust annual renewal fee and/or service agreement after the initial period of the service agreement, of any subsequent anniversary date. If such annual payments are made without lapse during the said additional nine year period, the period of this service agreement shall be for (10) years from the date of initial treatment. If annual payment is not made on or before said anniversary date of any subsequent year, during said additional nine (9) year period, this service agreement shall terminate and become null and void as of the anniversary date on which such payment is due.

RE-TREATMENT AGREEMENT Subject to the graph and specifications and the general terms and conditions, Jay Taylor Ter-Ro Exterminating Company issues this re-treatment agreement which obligates Jay Taylor Ter-Ro at no extra cost to apply any necessary additional treatment to the premises if an infestation of subterranean termites is found in the premises during the effective period of the service agreement. The buyer understands that Jay Taylor Ter-Ro's liability under this service agreement is limited to re-treatment only, the buyer expressly waives and releases Jay Taylor Ter-Ro from the liability for any claim for damages to the structure or its contents occasioned by an infestation of subterranean termites.

GENERAL TERMS AND CONDITIONS

1. It is agreed that under this agreement, Jay Taylor Ter-Ro is not responsible for the repair of visible damage existing as of the date of this agreement, except as such damage is described on the Graph and Specifications and for which a specific charge for the repair of same is made. It is possible that damage may, as of the date of this agreement, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspections. For this reason, our company cannot guarantee that the damage disclosed by visual inspection of the premises (and which is indicated on the Graph and Specifications) represents the entirety of the damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that our company shall not be responsible for the repair of any damage, which existed in areas or in structural members, which were not accessible for visual inspection as of the date of this contract.
2. Structural or mechanical defects which result in water leakage in interior areas or through the roof or exterior walls of the premises may destroy the effectiveness of Jay Taylor Ter-Ro's treatment, thereby permitting infestation to continue after the date of 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 defects and our company will upon completion of said repairs, provide additional treatment deemed necessary by the company to control the infestation in the area.
3. Any claim for breach of this service agreement shall be made forthwith in writing to Jay Taylor Exterminating Company, Inc., P O Box 3445, Wilmington, N.C. 28406. No suit shall lie hereunder unless the provisions of Paragraph 4 have been complied with and unless brought within one (1) year after making of said written demand.
4. Jay Taylor Ter-ro liability shall be terminated should Jay Taylor Ter-ro be prevented from fulfilling its responsibilities under the terms of this service agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow Jay Taylor Ter-ro access to the premises for any purpose contemplated by this service agreement, specifically including reinspection, whether such reinspection was requested by the customer or deemed necessary by Jay Taylor Ter-ro.
5. This agreement covers the premises diagrammed on the attached Graph and Specifications as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the Owner and the company 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 service agreement, the attached Graph and Specifications and, upon issuance, the service agreement constitutes 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 Jay Taylor Ter-ro unless alteration or change be in writing and executed by a corporate officer of Jay Taylor Ter-ro Exterminating company, Inc., under its corporate seal.
7. It is understood and agreed between the parties that any service agreement is issued pursuant to this service agreement is subject to the limitations and restrictions, if any, set forth in the Graph and specifications.
8. If is specifically understood and agreed that Jay Taylor Ter-ro and the Buyer are bound only by the terms and conditions of this agreement and not by any other representations, oral or otherwise.
9. If moisture and/or structural conditions which are conducive to Subterranean Termites are subsequently found to exist, then Jay Taylor Ter-ro shall be relieved of any and all liability.
10. At the discretion of Jay Taylor Ter-ro this service agreement may be transferred to a new owner. A transfer fee will be charged to the new owner and they must pay the annual renewal in accordance with the conditions previously stated in this contract.
11. This service agreement applies to subterranean termites only and does not cover Formosan Termites, Dry Wood Termites, Decay Fungi, Powder Post Beetles, Wood Borers, or other Wood Destroying Insects.
12. All foam board construction and Insulation are not covered under this service agreement.

Jay Taylor Ter-ro Exterminating Co. Inc. P. O. Box 3445, Wilmington, NC 28406