

# TERMINIX Multi-Service Plan

www.insect.com

Purchaser Name(s) William Smith Email Address: kendallsmith810@gmail.com  
Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # (252) 646-0678  
Mailing Address 1607 Munroe Ln City Goldsboro State NC Zip 27534-3366  
Property Address 1607 Munroe Ln City Goldsboro State NC Zip 27534-3366  
Description of Structure(s) Covered Residential Structure Location #: 1059128

**I elect to purchase the following services from Terminix:**

**Termite Control** ( Bait  Liquid  Damage Repair  Service Only) (Check primary service and type)  
Initial Cost \$ 1,041.25 Annual Renewal \$ 370.00 FINANCED?  Yes  No

**Moisture/Insulation Related Services** (only items checked apply) FINANCED?  Yes  No  
Initial Cost \$ \_\_\_\_\_ Annual Renewal \$ \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> _____ mil moisture barrier  | <input type="checkbox"/> _____ sq ft of foam board on foundation wall   |
| <input type="checkbox"/> _____ sq ft of R19 crawl space insulation *Partial non-renewable. | <input type="checkbox"/> _____ sq ft of R_____ attic insulation         |
| <input type="checkbox"/> Remove _____ sq ft of crawl space insulation                      | <input type="checkbox"/> Remove _____ sq ft of attic insulation         |
| <input type="checkbox"/> _____ dehumidifier(s)   | <input type="checkbox"/> _____ sump pump _____ feet of site drain       |
| <input type="checkbox"/> Liner on foundation wall(s)                                       | <input type="checkbox"/> Crawl door (non-renewable)                     |
| <input type="checkbox"/> Vent covers (non-renewable)                                       | <input type="checkbox"/> Gutters <input type="checkbox"/> Gutter guards |
| <input type="checkbox"/> Other _____ (specify)   | <input type="checkbox"/> _____ IAQ                                      |

**Benefect** ( Crawl Space  Attic  Both) FINANCED?  Yes  No  
Initial Cost \$ \_\_\_\_\_ Annual Renewal \$ \_\_\_\_\_ (Crawl Space only)

**Bed Bug Service** ( PREMIUM  BASIC)  
Initial Cost \$ \_\_\_\_\_ Extended Warranty \$ \_\_\_\_\_ ( Yes  No) FINANCED?  Yes  No

**Rodent or Preventative Exclusion Service** ( Crawl Space Seal  Exterior/Attic Seal  Drip Edge  Sanitation  Clean Up  Other)  
Initial Cost \$ \_\_\_\_\_ (Must maintain active pest service with Terminix for warranty.) FINANCED?  Yes  No

**WIOET Service** ( Non Decay Fungus  Wood Decay Fungus  Active Beetles  Inactive Beetles)  
 Curative OR  Preventative  
Initial Cost \$ \_\_\_\_\_ (non-renewable) FINANCED?  Yes  No

**Wildlife Service** (See page 18)  
Initial Cost \$ \_\_\_\_\_ Renewal \$ \_\_\_\_\_ FINANCED?  Yes  No

**Pest Control EasyPay\*** ( MONTHLY  BI-MONTHLY  QUARTERLY)  
Initial Cost \$ \_\_\_\_\_ Monthly Recurring \$ \_\_\_\_\_

\*All services on EasyPay require a credit card on file.



**Pest Control COD** ( QUARTERLY  ONE TIME)  
Initial Cost \$ \_\_\_\_\_ Quarterly Recurring \$ \_\_\_\_\_ Autopay?  Yes  No

**Mosquito Control\*** ( Jan  Feb  March  April  May  June  July  Aug  Sept  Oct  Nov  Dec)  
Initial Cost \$ \_\_\_\_\_ Recurring \$ \_\_\_\_\_ \*Mosquito requires credit card on file, which will be charged once service is performed.

**Snake Control\*** ( MONTHLY  BI-MONTHLY  QUARTERLY  ONE TIME)  
Initial Cost \$ \_\_\_\_\_ Recurring \$ \_\_\_\_\_ \*Snake requires credit card on file, which will be charged once service is performed.

**YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION BY MAILING A TYPED OR HANDWRITTEN NOTICE OF YOUR INTENT TO CANCEL THIS TRANSACTION TO TERMINIX CUSTOMER SERVICE PO BOX 2587 FAYETTEVILLE NC 28302.**

In the event you have any questions, compliments or complaints, you may contact a Terminix representative by calling 1-800-BUGS-911.

Purchaser Signature(s)  Date 8/7/25  
Terminix Representative (signature)  Date 8/7/25  
Terminix Licensee (print name) Kevin Justice Licensee # 2663PW  
Licensee Address 503 Royall Ave Phone # (919) 735-5631

## Payment Options

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS -- Purchaser understands Terminix's available and approved payment options, and indicates, by purchaser's initials below, which payment option is preferred:

- \_\_\_\_ 1. Financing with down payment, monthly payments and number of payments per installment agreement below. (Financing only available for certain services and to homeowners only.)
- \_\_\_\_ 2. Initial down payment by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation. (Not applicable for pest control service.)
- MM** 3. One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.
- \_\_\_\_ 4. Net 30. (Residential property owned by commercial company only.)
- \_\_\_\_ 5. One-time credit card payment will be paid upon completion of the initial treatment. By signing the Card Holder Signature line (below), I, the card holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment without further signature or authorization from me. (Fill out section below with signature for this option only)

Credit Card Type: Mastercard Visa Discover AMEX

Wisetack: Yes No If yes, see Total Cash Price amount on page 4.

(If paying with a credit card, please call 1-800-395-2844 to make payment.)

Name (as it appears on card) \_\_\_\_\_

Card Holder Signature \_\_\_\_\_

### Fill out following section if financing (Wisetack or Terminix) is preferred option.

Purchaser #1 Employer \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ SS# \_\_\_\_\_

Purchaser #2 Employer \_\_\_\_\_ Annual Income \$ \_\_\_\_\_ SS# \_\_\_\_\_

**Read this plan carefully.** It allows you, the purchaser, to pay for services you have purchased from Terminix in a series of convenient monthly payments. Each monthly payment includes an amount paid towards services purchased plus a finance charge.

### FOR TERMINIX FINANCING ONLY - SERVICES PURCHASED, PAYMENT COMPUTATION

Termite Coverage Plan	\$ _____	Down Payment ( <input type="checkbox"/> cash <input type="checkbox"/> check <input type="checkbox"/> CC)	B.	\$ _____
Termite Renewal ( # of years ____ )	\$ _____	Amount Financed (A-B)	C.	\$ _____
Moisture Control/Insulation/Gutters	\$ _____	Number of Monthly Payments	D.	_____
Moisture Renewal ( # of years ____ )	\$ _____	Annual Percentage Rate	E.	15%
Benefect Service Plan	\$ _____	Finance Factor (from next page)	F.	_____
Benefect Renewal ( # of years ____ )	\$ _____	Monthly Payment (Cx F)	G.	\$ _____
Wioet Service Plan	\$ _____	Total of Monthly Payments (DxG)	H.	\$ _____
Bedbug Service Plan	\$ _____	Finance Charge (H-C)	I.	\$ _____
Bedbug Extended Warranty	\$ _____	Deferred Payment Price (A+I)	J.	\$ _____
Exclusion Service	\$ _____			
Wildlife Service	\$ _____			
Wildlife Renewal ( # of years ____ )	\$ _____			
Total Cash Price	A. \$ _____			

**I verify I am the owner of this property at the time of this purchase.** \_\_\_\_\_ (Customer initials)

**\*\*I elect to have my finance payments autobilled to my credit card on file each month until paid-in-full.** \_\_\_\_\_ (Customer initials)

**AGREEMENT TO PAY.** Terminix has quoted the purchaser a cash price of \$ \_\_\_\_\_ (A) and a deferred payment price of \$ \_\_\_\_\_ (J) for the services purchased and the purchaser elects to buy these services for the deferred payment price. The purchaser agrees to pay a down payment of \$ \_\_\_\_\_ (B) and \_\_\_\_\_ (D) consecutive monthly payments. The down payment will be paid on the date the contract is signed.

**MANAGEMENT APPROVAL.** The terms of this plan are subject to review by and the approval of Terminix management. This plan is not effective until such review has occurred and such approval has been given.

**CREDIT INVESTIGATION, REPORTING.** The process of management review and approval of this plan may include an inquiry by Terminix to a credit reporting agency as to your past credit record. Terminix may also report your payment performance on this plan to a credit reporting agency.

Purchaser Signature(s) _____ <i>MM</i>	Date <b>8/7/25</b>
Terminix Rep Signature _____ <i>John Carter</i>	Date <b>8/7/25</b>

\*See next page for additional finance information.

**Additional Finance Information**

CREDITOR, PAYMENT ADDRESS, ASSIGNMENT. Payments are to be made to Terminix, PO Box 2587, Fayetteville NC 28302-2587 or, alternately, to anyone Terminix notifies you they have assigned this plan to. Payment may also be made on our website at [www.insect.com](http://www.insect.com).

PREPAYMENT. You may, without penalty, prepay the full amount due for services purchased at any time before the final payment due date. Because payments not yet due include unearned finance charges which would be credited in the event of a prepayment, the total of any prepayment would probably be less than the sum total of payments not yet made. If balance of services purchased is paid-in-full within 90 days of completion of work and all monthly payments due are made in a timely fashion, all finance charges will be waived. If at any time you choose to prepay the full amount due call Terminix Customer Service at 1-800-395-2844 and request a prepayment payoff amount for this plan.

DEFAULT, COLLECTION COSTS. If you fail to make a payment within 30 days of the payment due date, Terminix can require the entire obligation (less any unearned finance charge) to be paid at once. If Terminix must file suit to collect any amount due, you may also be required to pay Terminix’s cost of collection including court costs and reasonable attorney fees.

SALE OF PROPERTY. If you sell the property that the services financed by this agreement were performed on before the last payment is made, you must prepay the entire obligation (less any unearned finance charge) prior to the sale.

DATE FINANCE CHARGE BEGINS. When all financed services purchased are completed and invoiced.

MANAGEMENT APPROVAL. The terms of this plan are subject to review by and the approval of Terminix management. This plan is not effective until such review has occurred and such approval has been given.

CREDIT INVESTIGATION, REPORTING. The process of management review and approval of this plan may include an inquiry by Terminix to a credit reporting agency as to your past credit record. Terminix may also report your payment performance on this plan to a credit reporting agency.

SEVERABILITY. If any part of this plan is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this plan shall remain in full force and effect.

(F) Finance Factors – Select according to value of (D). Interest rate is 15%.

	12 months-	0.090258312	24 months-	0.048486648	36 months-	0.034665329	48 months-	0.027830748	
	13 months-	0.083820999	25 months-	0.046822467	37 months-	0.033922703	49 months-	0.027415635	
3 months -	0.341701173	14 months-	0.078305146	26 months-	0.045287285	38 months-	0.033219831	50 months-	0.027017625
4 months -	0.257861023	15 months-	0.073526460	27 months-	0.043866769	39 months-	0.032553652	51 months-	0.026635711
5 months -	0.207562108	16 months-	0.069346722	28 months-	0.042548633	40 months-	0.031921414	52 months-	0.026268966
6 months -	0.174033810	17 months-	0.065660234	29 months-	0.041322284	41 months-	0.031320633	53 months-	0.025916527
7 months -	0.150088721	18 months-	0.062384787	30 months-	0.040178543	42 months-	0.030749061	54 months-	0.025577601
8 months -	0.132133136	19 months-	0.059455480	31 months-	0.039109416	43 months-	0.030204659	55 months-	0.025251450
9 months -	0.118170555	20 months-	0.056820390	32 months-	0.038107906	44 months-	0.029685575	56 months-	0.024937388
10 months-	0.107003074	21 months-	0.054437485	33 months-	0.037167865	45 months-	0.029190119	57 months-	0.024634778
11 months-	0.097868393	22 months-	0.052272377	34 months-	0.036283869	46 months-	0.028716750	58 months-	0.024343028
		23 months-	0.050296656	35 months-	0.035451114	47 months-	0.028264057	59 months-	0.024061584
								60 months-	0.023789930

For 12-23 months, 1 year renewal will be included for each service.

For 24-35 months, 2 years renewal will be included for each service.

For 36-47 months, 3 years renewal will be included for each service.

For 48-60 months, 4 years renewal will be included for each service.

**\*Pest, mosquito, and snake cannot be financed.**

**NOTICE OF PROHIBITION AGAINST DISCRIMINATION:**

The Federal Equal Credit Opportunity Act prohibits lenders from discriminating against loan applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the legal capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

**NOTICE OF RIGHT TO RECEIVE A WRITTEN STATEMENT OF DENIAL REASONS:**

If your application for a loan is denied, you have the right to receive a written statement of the specific reasons for the denial. If upon denial you are not initially provided with such a statement you may obtain one by submitting a written request to Terminix at: PO Box 2587 Fayetteville NC 28302 or by verbal request at 1-800-BUGS-911 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

## Wisetack Worksheet

1 year coverage

Termite Coverage Plan	\$ _____
Moisture Control/Insulation/Gutters	\$ _____
Benefect Service Plan	\$ _____
Wioet Service Plan	\$ _____
Bedbug Service Plan	\$ _____
Bedbug Extended Warranty	\$ _____
Exclusion Service	\$ _____
Wildlife Service	\$ _____
Total Cash Price	\$ _____

\*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our lending partners. For example, a \$1,200 purchase could cost \$104.89 a month for 12 months, based on an 8.9% APR, or \$400 a month for 3 months, based on a 0% APR. Offers range from 0-35.9% APR based on creditworthiness. No other financing charges or participation fees. See additional terms at <http://www.wisetack.com/faqs>.

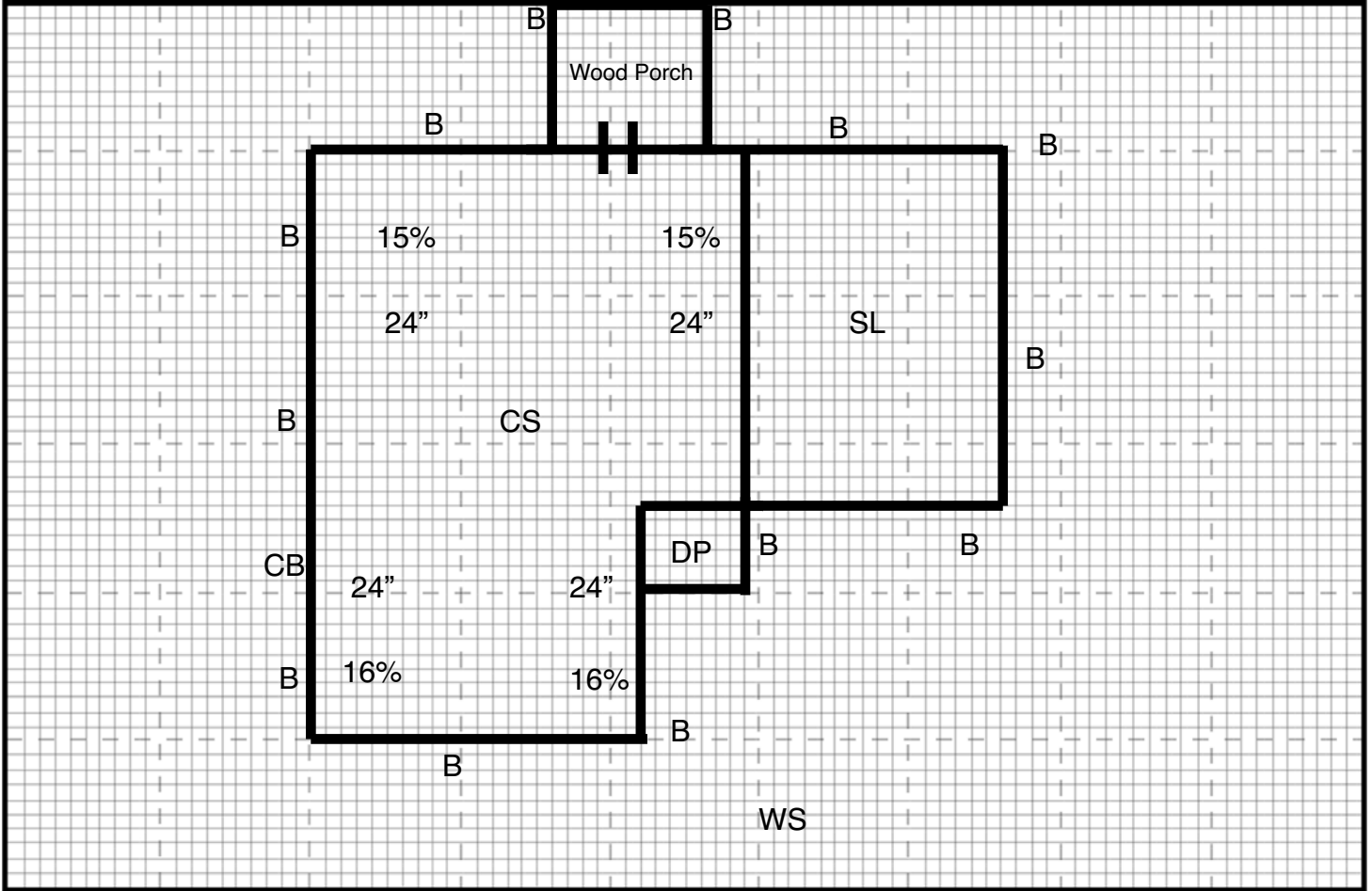
I understand that I am financing through a 3rd party and not directly with Terminix. \_\_\_\_\_ Customer Initials

# TERMINIX INSPECTION GRAPH

Purchaser Name William Smith Location # 1059128  
 Property Address 1607 Munroe Ln City Goldsboro State NC Zip 27534-3366  
 Square Footage 1,467 Crawl Square Footage 1,035 Lineal Footage 175 Year Built 1983

SCALE:  1:1  OTHER \_\_\_\_\_ : \_\_\_\_\_  
 TYPE OF FOUNDATION:  CONCRETE  HOLLOW BLOCK  BRICK  STONE  OTHER \_\_\_\_\_  
 PROPERTY HAS A: 1. SUMP PUMP  YES  NO 2. SITE DRAIN  YES  NO

Highest Wood Moisture Content Reading: 16%



Note "Hazard" Locations on Graph:  Cables – power, telephone, television (CB)  Water Shut-off Valve (WS)  Gas Meter (GM)  
 Sprinkler System Shut-off Valve (SSP)  Exterior Gas BBQ Grill/Fixture (NGF)

**KEY TO EVIDENCE OF:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> EARTH-WOOD CONTACTS = EC          | <input type="checkbox"/> ACTIVE SUBTERRANEAN TERMITES = X      | <input type="checkbox"/> INACTIVE SUBTERRANEAN TERMITES = (X)       |
| <input checked="" type="checkbox"/> DIRT FILLED PORCH = DP | <input type="checkbox"/> WOOD DECAY FUNGUS = WDF               | <input type="checkbox"/> EXISTING WOOD DECAY FUNGUS DAMAGE = (WDF)  |
| <input type="checkbox"/> POSSIBLE HIDDEN DAMAGE = PHD      | <input type="checkbox"/> POWDER-POST BEETLES = PPB             | <input type="checkbox"/> EXISTING POWDER-POST BEETLE DAMAGE = (PPB) |
| <input type="checkbox"/> PATIO = PA                        | <input type="checkbox"/> WOOD BORING BEETLES = WB              | <input type="checkbox"/> EXISTING WOOD BORING BEETLE DAMAGE = (WB)  |
| <input type="checkbox"/> INACCESSIBLE AREAS = IA           | <input type="checkbox"/> NON DECAY FUNGUS = NDF                | <input type="checkbox"/> STANDING WATER IN CRAWL SPACE = SW         |
| <input type="checkbox"/> CELLULOSE DEBRIS = CD             | <input checked="" type="checkbox"/> PROPOSED BAIT LOCATION = B | <input type="checkbox"/> TERMITE SWARMERS = S                       |
| <input type="checkbox"/> WELL/CISTERN = W/C                | <input type="checkbox"/> MOISTURE > 19% = EM                   | <input type="checkbox"/> EXISTING MOISTURE DAMAGE = (EM)            |
| <input type="checkbox"/> OPEN PORCH = OP                   |  | <input type="checkbox"/> EXISTING TERMITE DAMAGE = (TD)             |

**INSPECTOR'S STATEMENT OF VISIBLE DAMAGE**

**CONTROL TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE**

\_\_\_\_\_  
 Terminix Rep Signature *Suber Carter* Date: 8/7/25

\_\_\_\_\_  
 Termite Tech Signature \_\_\_\_\_ Date: \_\_\_\_\_

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE EVIDENCE OR DAMAGE, HAVE BEEN DESCRIBED TO ME AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT TERMINIX IS NOT LIABLE FOR HIDDEN DAMAGE WHICH IS CONCEALED, OBSTRUCTED OR INACCESSIBLE TO THE INSPECTOR, AND I AGREE TO THE TERMS AND CONDITIONS GIVEN.

Purchaser Signature: *[Signature]* Date: 8/7/25



## GENERAL TERMS AND CONDITIONS

1. **NO ASSIGNABILITY.** This plan is not assignable or transferable by the purchaser and is automatically terminated when all interest or ownership by purchaser in the covered property is terminated. This plan is personal to the purchaser and does not accrue to the benefit of any person or party other than the purchaser including any subsequent owner of the covered property. No right hereunder, nor interest therein may be assigned or transferred by the purchaser, by operation of law or otherwise.
2. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the purchaser, Terminix has the right to terminate this agreement. In addition, cost of collection shall be paid by the purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
3. **ANNUAL RENEWAL.** For services other than pest/mosquito control services, bed bug service and wildlife services, Terminix reserves the right to revise the annual renewal charge after the third year of the contract and each year thereafter. For pest control services, bed bug services and wildlife services, service price may be revised at any time after the first year of service.
4. **SEVERABILITY.** If any part of this plan is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this plan shall remain in full force and effect.
5. **ARBITRATION.** This contract is subject to Arbitration Pursuant to the Uniform Arbitration Act applicable in the state where the property is located. Any controversy or claim arising out of or relating to the Contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its current Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
6. **ENTIRE AGREEMENT.** This plan, these Terms and Conditions (and other Terms and Conditions included for specific service) and the inspection graph (when included) constitute the entire agreement between the parties and no other representations or statements will be binding upon the parties.

## INSPECTION GRAPH TERMS AND CONDITIONS

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible visible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage, including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

## ADDENDUM TO TERMITE CONTRACT

- Structure previously treated by Terminix for prior owner. This plan voids any prior Terminix termite coverages on this structure. (For COO sales)
- Structure previously treated by Terminix. This plan voids any prior Terminix termite coverages on this structure. (For returning termite customer)
- Customer authorizes Terminix to alter crawl space encapsulation to treat for active termites. Terminix will not repair encapsulation installed by another provider.

## ADDENDUM TO CRAWL SPACE MOISTURE CONDITION AND INSULATION SERVICE PLAN (WHEN AIR INDUCER IS SOLD)

Terminix installed the supply air inducer(s) in the crawl space of your home as part of a system to control the wood moisture content level of your homes framing timbers. As indicated, at the time of sale, the supply air inducer may not be adequate to control the wood moisture content levels to an optimal degree (less than 20% being optimal) as determined by Terminix. If such a situation arises, Terminix will credit the amount of monies spent for the purchase and installation of the inducer(s) towards the purchase and installation of a dehumidifier from Terminix.

## ACKNOWLEDGEMENT OF OFF-SEASON DEHUMIDIFIER INSTALLATION

I understand that the greatest benefit from dehumidifier installation happens during warm weather periods when the air conditioner is running. Further, it is understood that condensation and higher wood moisture content occur when warm moist outside air contacts wood floor systems cooled by air conditioning. With all of this in mind I choose to install the dehumidifier system, even though it may provide limited or no benefit during fall and winter months when air temperatures are typically cooler.

\*Additional Terms and Conditions are included in this contract. I understand that I should review the additional Terms and Conditions specific to services purchased.

Purchaser Initials: \_\_\_\_\_



## TERMITE DAMAGE WARRANTY TERMS AND CONDITIONS

**For liquid termite treatment option:** Effective with the date of initial treatment and for one year thereafter, Terminix will provide a liquid barrier treatment to the identified property to control or protect against subterranean termites (*Reticulitermes* spp.). Terminix will extend service annually to the purchaser for so long as purchaser may own the property payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual renewal charge. During the term of this plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property annually or at any time the purchaser requests it or if Terminix believes it necessary.

**For bait termite treatment option:** During the term of this Agreement, Terminix will: Install the Terminix Termite Baiting System, Monitor the System, Add termite bait to, and remove it from, the Terminix Termite Baiting System as appropriate. Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property payable on or before the end of the previous annual period; provided, however, that after the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge. During the term of this Plan, any further Terminix Termite Baiting System treatment found necessary by Terminix will be performed free of charge. (If customer purchases bait with additional termite services, bait terms and conditions apply.)

1. **EXISTING DAMAGE.** Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this agreement or occurring prior to the effective date of this agreement. Damage discovered after the effective date of this agreement with no verified live and active infestation present shall be deemed to have been caused before that date. Because damage may be present in areas, which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the inspection graph represents all of the existing damage as of the date of this agreement.
2. **FUTURE DAMAGE, LIMITATION OF LIABILITY.** IN CONSIDERATION OF THE SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX SHALL NOT HAVE PROPERLY PERFORMED ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE ADDITIONAL TREATMENT IN A MANNER FOUND NECESSARY BY TERMINIX IN ITS SOLE DISCRETION, FREE OF CHARGE, AND TO ARRANGE AND PAY FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR CHOSEN BY TERMINIX FOR THE COST OF LABOR AND MATERIALS TO REPAIR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT TO THE EXTENT PROVIDED HEREIN. TERMINIX'S LIABILITY FOR THE REPAIR OF TERMITE DAMAGE SHALL BE LIMITED IN THE AGGREGATE TO TERMINIX'S COST TO REPAIR OR REPLACE NEW DAMAGE TO THE COVERED PROPERTY OR \$25,000 WHICHEVER IS LESS. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO ANY OTHER OBLIGATIONS TO PURCHASER WHATSOEVER. Terminix is not responsible for any repair or replacement to the structure(s) unless arranged for by Terminix or authorized to be performed in its entirety in writing by an officer of Terminix. Any other unauthorized repair and/or replacement will terminate the liability of Terminix for the repair of any damage to the identified property automatically without further notice. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
3. **DAMAGE PARTIALLY COVERED.** Terminix is responsible for the repair of only a portion of combined damage. Combined damage is defined as termite damage to the covered property that is a combination of new and existing (old) damage that is comingled in such a way that the repair of the new damage cannot be accomplished without also repairing the existing damage. When this situation occurs, Terminix shall only be responsible for that portion of the total cost to repair of the combined damage that is equivalent to the percentage of combined damage that is new damage. The percentage of combined damage that is considered to be new damage shall be based on the total length of time the property has been under contract and on rates of wood consumption by subterranean termites and/or other methods of estimating amounts of termite damage for a given period of time that are generally accepted by the urban entomological community. Any amount of damage in excess of these rates of consumption shall be conclusively presumed to be existing (old) damages that occurred before the date of contract even if there are live termites infesting the excess (old) damage.
4. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structure(s), may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
5. **ADDITIONS, ALTERATIONS.** This agreement covers the structure(s) described on the inspection graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, purchaser will notify Terminix prior to such event and will purchase additional treatment required by the changes incurred. Failure to do so will terminate this agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual renewal charge. The failure of Terminix to notice any such changes does not release purchaser from the obligations set forth in this paragraph.
6. **DAMAGE VALUATION AND REPAIR.** Any repairs by Terminix to the covered property will be performed to match, as close as reasonably possible, the existing fit, finish and appearance of the damaged area of the covered property. If any part or component of an item of décor (e.g. paint, tile, flooring, carpet, wallpaper, paneling, molding, trim, siding, roofing, brick, finishes, etc.) of the covered property sustains qualified new damage or is damaged during the repair of qualified new damage, Terminix will make a reasonable effort during repair or replacement of this part or component of this item of décor to match it to existing, similar, undamaged parts or components of this item of décor. However, Terminix will not be responsible for repairing and/or replacing undamaged parts or components of the item of décor in order that they exactly and indistinguishably match parts or components of the item that were repaired or replaced.
7. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this agreement must be made to Terminix during the term of this agreement. The only obligations of Terminix to purchaser arising out of or relating to this agreement are (i) to re-treat as found necessary by Terminix and (ii) to arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the cost of labor and materials for new subterranean termite damage occurring after the effective date of this agreement to the extent provided herein, and then only if a valid claim is made during the term of this agreement. In the event of any claim by purchaser for anything other than for Terminix to re-treat the structure(s) and/or pay the cost of labor and materials for the repair of new subterranean termite damage or \$25,000 whichever is less occurring after the effective date of this agreement to the extent provided herein, purchaser shall pay all of the costs and expenses of Terminix relating to or arising out of such claim. Purchaser must allow Terminix access to the structure(s) for any purpose contemplated by this agreement, including but not limited to reinspections, whether the inspections were requested by the purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this agreement without further notice.
8. **DISCLAIMER.**
  - A. The liability of Terminix under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.
  - B. This agreement provides for treatment and re-treatment for subterranean (ground) termites (*Reticulitermes* spp.). This agreement does not provide treatment for formosan termites (*Coptotermes formosanus*), drywood termites (*Kalotermites* spp., *Incisitermites* spp., *Cryptotermes* spp.), aerial (above-ground) infestation of any kind, carpenter ants or beetles, any other wood-destroying organisms or service or remediation for fungi, mold or mildew.
  - C. This agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
    - Any and all damage resulting from termites and/or any other wood-destroying organism except as specifically provided herein.
    - Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
    - Masonry failure or grade alterations.
    - Inherent structural problems, including but not limited to, wood to ground contacts.
    - Termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the structure(s) regardless of whether the component is a part of the structure(s). Any physical conditions caused by construction techniques or modifications that may impact the efficiency of termite treatments will invalidate the warranty.
    - The failure of purchaser upon notice from Terminix to properly cure at purchaser's expense any condition, which prevents proper treatment or inspection or is conducive to termite infestation.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **CHANGE IN LAW.** Terminix performs its service in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
10. **OWNERSHIP OF TERMINIX TERMITE BAITING SYSTEMS COMPONENTS** (if bait contract was purchased). The Purchaser understands that all of the components of the Terminix Termite Baiting System ("Components") are, and will remain, the property of the manufacturer or Terminix. The Purchaser has no ownership rights to any of the Components, other than the right to their use as installed by Terminix under this Plan on the Structures. Upon the expiration of the Plan, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the System Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Terminix Termite Baiting System, Terminix will notify the purchaser, offer purchaser the alternative of either using a different system of termite protection or control or discontinuing this plan and retrieve the components from the purchaser's premises.

## TERMITE SERVICE (NON REPAIR) TERMS AND CONDITIONS

**For liquid termite treatment option:** Effective with the date of initial treatment and for one year thereafter, Terminix will provide a liquid barrier treatment to the identified property to control or protect against subterranean termites (*Reticulitermes* spp.). Terminix will extend service annually to the purchaser for so long as purchaser may own the property payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual renewal charge. During the term of this plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property annually or at any time the purchaser requests it or if Terminix believes it necessary.

**For bait termite treatment option:** During the term of this Agreement, Terminix will: Install the Terminix Termite Baiting System, Monitor the System, Add termite bait to, and remove it from, the Terminix Termite Baiting System as appropriate. Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property payable on or before the end of the previous annual period; provided, however, that after the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge. During the term of this Plan, any further Terminix Termite Baiting System treatment found necessary by Terminix will be performed free of charge. (If customer purchases bait with additional termite services, bait terms and conditions apply.)

**1. EXISTING DAMAGE.** Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement. Because damage may be present in areas which are inaccessible to visual inspection. Terminix does not represent that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. If visible evidence of active or previous infestation is reported on the graph, it should be assumed that some degree of damage is present and it is advisable that a qualified building expert inspects the property, for damage and structural integrity.

**2. FUTURE DAMAGE, LIMITATION OF LIABILITY.** Due to the nature of construction, the extent of existing termite damage, the degree of termite activity and/or application restrictions, TERMINIX DOES NOT GUARANTEE AGAINST AND TERMINIX SHALL NOT BE RESPONSIBLE FOR PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS NOR FOR REPAIRS OR COMPENSATION THEREOF. In consideration of the sums charged by Terminix hereunder and as a liquidated damage and not as a penalty and NOTWITHSTANDING ANY CONTRACT TORT OR OTHER CLAIM THAT TERMINIX SHALL HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS DUTIES TO PURCHASER. (i) THE SOLE RESPONSIBILITY OF TERMINIX TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER UNDER THIS PLAN OR OTHERWISE IS TO RE-TREAT THIS PROPERTY AND (ii) PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER EXPRESSLY RELEASE TERMINIX FROM AND AGREE TO INDEMNIFY TERMINIX WITH RESPECT TO ANY OTHER OBLIGATION WHATSOEVER TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER. THIS PLAN DOES NOT GUARANTEE AND TERMINIX DOES NOT REPRESENT THAT TERMITES WILL NOT RETURN.

**3. WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

**4. ADDITIONS, ALTERATIONS.** This Agreement covers the Structures described on the Inspection Graph as of the date of the receipt of payment by Terminix. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation Purchaser will notify Terminix prior to such event and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual extension charge. The failure of Terminix to notice any such changes does not release Purchaser from the obligations set forth in this paragraph.

**5. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligations of Terminix to Purchaser arising out of or relating to this Agreement is to re-treat and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser or anyone claiming through Purchaser for anything other than for Terminix to re-treat the identified property, Purchaser and any person claiming through Purchaser shall pay all of the costs and expenses of Terminix, including but not limited to attorney's fees, relating to or arising out of such claim. Purchaser must allow Terminix access to the identified property for any purpose contemplated by this Agreement including but not limited to re-inspection, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.

### 6. DISCLAIMER.

A. The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

B. This Agreement provides for treatment and retreatment for subterranean (ground) termites (*Reticulitermes* spp.) only. This plan does not control or protect against formosan termites (*Coptotermes formosanus*), aerial (above ground) infestation of any kind, drywood termites (*Kalotermites* spp., *Incisitermes* spp., *Cryptotermes* spp.), or other wood destroying organisms such as carpenter ants, powder-post beetles, wood decay fungi, etc.

C. This Agreement does not cover and Terminix will not be responsible for services required for:

- (1) any and all damage resulting from termites and/or any other wood destroying organisms.
- (2) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
- (3) masonry failure or grade alterations.
- (4) inherent structural problems, including but not limited to, wood to ground contacts.
- (5) termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the Structures regardless of whether the component is a part of the Structures.
- (6) the failure of purchaser upon notices from Terminix to promptly cure at Purchaser's expense any condition, which prevents proper treatment or inspection or is conducive to termite infestation.

TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR LOSS OF QUIET ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX ARE TO PROVIDE FURTHER TERMINIX TERMITE TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE.

**7. CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services herein. Terminix reserves the right to revise the annual extension charge or terminate this Agreement.

## PEST/MOSQUITO CONTROL TERMS AND CONDITIONS

**TREATMENT.** Most of the pests in a home enter from the immediate exterior. The initial service is designated to stop these pests from invading your home and consists of the application of a protective barrier on and around the exterior of your home. If pests are present inside your home at the time of the initial service, an interior service may also be performed at that time to eliminate these pests. If a service plan including yard pests is selected, then the yard will also be treated. Services after the initial will be performed on the outside of the home. Interior services are performed on request only.

**EXTERIOR SERVICES.** Exterior services normally consist of a reapplication of the exterior barrier. However, if pests have entered your home, any interior services necessary to eliminate these invading pests are also included. Interior services are performed on request only.

**EXTERIOR AND INTERIOR RESERVICES.** Exterior and interior reservices between regularly scheduled services may be necessary to control pests that evade the exterior barrier and enter your home. Reservices are included and are performed on request only. Any call back for a reservice within fifteen (15) days prior to a regularly scheduled service call is considered a regular service call and will be charged as such. (Applicable to quarterly, bi-monthly and monthly services that are performed on a regular basis throughout the period of one year.)

**QUARTERLY AND BI-MONTHLY EASYPAY SERVICES.** The initial pest control service will be performed at an agreed upon rate. After the initial service is completed, the Customer agrees to a recurring monthly billing cycle for ongoing pest control maintenance and prevention. Monthly payments are due regardless of whether a service visit is performed in that billing cycle unless otherwise specified in the service agreement. The Customer must have a valid credit card on file for monthly billing purposes. Late payments may result in additional fees and/or suspension of services. If payment is not received, Terminix reserves the right to suspend or terminate the service agreement. Regular pest control services will be scheduled according to the service plan agreed upon at the start of the agreement. The Customer agrees to provide access to the property for scheduled services. If access is not granted, the missed appointment may still be billed at the regular rate.

**ENVIRONMENTAL ADVANTAGES.** Reduction of chemicals inside your home. Terminix uses only environmentally responsible products both inside and outside your home. However, no matter how low the impact on the indoor environment, many customers want the amount of products applied inside their home reduced even more. In response to this demand, this service can help reduce, and under certain circumstances, eliminate the application of pest control products inside your home.

**CONVENIENT FOR YOU.** It is not necessary for you to be home when an exterior service is performed. Also, because we normally don't come inside your home unless you request an interior service, our service causes you no inconvenience.

**COVERAGES.** During the coverage period, Terminix will perform periodic exterior services (based upon your contract service frequency) to limit actual or potential infestations of the inside of the covered property by covered pests. Despite the services and reservices it performs, Terminix does not guarantee that during the coverage period, covered pests will not infest the covered property.

**COVERED PROPERTY.** This plan applies to and covers the interior and immediate exterior of the structure(s) identified as covered property. The interior of the covered property shall mean the space under roof of the main structure located at the covered property address and space under roof of any other structure located at the covered property address that is identified as covered property.

**COVERAGE PERIOD.** The coverage period shall begin on the date of the initial service and last for a minimum of one year. At the end of one year, the coverage will be automatically extended until this plan is terminated by either the purchaser or Terminix.

**TERMINATION/EARLY CANCELLATION.** Either party may terminate this plan at any time after the first year, however purchaser will be responsible for payment for any exterior services that have been performed prior to the date of the termination of this plan. The purchaser may also terminate this plan at any time prior to midnight of the third business day after the date of this transaction.

**EXTERIOR SERVICE CHARGE REVISION.** Terminix reserves the right to revise the amount charged for any periodic exterior services performed more than one year after the initial service date.

**MOSQUITO.** Terminix's mosquito management service can help limit the number of mosquitoes present on the covered property. Although no mosquito service, including ours, can totally prevent the presence of mosquitoes, our service can help reduce the population of mosquitoes present on the covered property compared to populations that would otherwise be present if this service was not performed.

This service reduces mosquito populations by treating actual and potential mosquito resting and breeding sites on the covered property with insecticidal treatments and/or physically disrupting these harborage sites. However, Terminix does not guarantee that as a result of this service mosquitoes will not be found on your property or that no one will be bothered by, bitten by or infected with a disease by mosquitoes at any time.

An important and integral part of the mosquito population reduction process is your compliance with any supplementary precautions or actions that Terminix recommends you take to help reduce the mosquito population either in the form of written recommendations or communicated to you verbally at any time during the coverage period.

Nothing in this plan should be construed as a representation or recommendation that personal protection against mosquito attack is made less necessary or unnecessary by the services Terminix will perform. Always take precautions to defend against mosquito attack by applying or utilizing on-person mosquito repellents, the wearing of clothing over areas of the body prone to mosquito attack and the avoidance of being outside during the times of day mosquitoes are most active. Take maximum precautions if mosquito borne illness transmission occurs or is predicted to occur in your area.

If areas of stagnant water are in close proximity to but not within the bounds of the covered property (as defined in this agreement) and the treatment of these areas is not included in this service, the likelihood of substantial reductions in potential mosquito populations present on the covered property will be substantially reduced.

**OTHER INFESTATIONS, CONDITIONS, DAMAGES.** Terminix is not responsible for alleged, actual or potential injury to persons or animals by any type of insect. Terminix is not responsible for attempting to control any insect, rodent, organism or animal not listed as a covered pest. Terminix is not responsible for the control of any wood destroying insect including but not limited to termites or wood infesting beetles or wood decay organism/fungi or flying insect (except mosquitoes when selected for control) and it is acknowledged that no services intended to control these insects or organisms will be performed. Terminix is not responsible for the repair of or compensation for present or future damage done to property, real or personal, by any type of insect, rodent, organism or animal. Terminix is not responsible for attempting to limit an infestation by any covered pest if you, the purchaser, fail to correct or have corrected conditions attributing to or causing an infestation by this pest.

**METHODOLOGY, EXTENT OF SERVICES.** Purchaser acknowledges that this plan does not provide for absolute protection against or absolute prevention of the infestation of the covered property by covered pests but instead that it only provides that Terminix will attempt to limit these infestations of the interior of the covered property by covered pests during the coverage period. The purchaser agrees that each and every aspect of the services provided for by this plan, including but not limited to the performance of or decision not to perform interior services and exterior reservices, the extent of periodic exterior services and interior and exterior reservices, the choice of products used in the performance of services or the choice of service methodology is at the sole and absolute discretion of Terminix. It is understood that exterior services are intended only to limit the entrance of pests into the interior of the covered property and are not intended to control pests on and about the exterior of the covered property.

**NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim or demand against Terminix under this plan must be made to Terminix during the coverage period. Purchaser must allow Terminix all reasonable access to the covered property for any purpose contemplated by this plan. Terminix is not responsible for attempting to limit an infestation by a covered pest if you, the purchaser, fail to correct or have corrected conditions contributing to or causing an infestation by this pest.

**DISCLAIMER.** Terminix's liability under this plan will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this plan by reason of delays in transportation, shortages of fuel and/or materials, strikes, explosions, riots, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, unsafe working conditions for Terminix employees, acts of God or any other circumstances or cause beyond the control of Terminix.

Terminix disclaims any liability for and the purchaser expressly waives any claim for and discharges and releases Terminix from responsibility for indirect, special, incidental, exemplary, punitive, consequential, hedonic or loss of enjoyment damages regardless of whether Terminix knew of, was advised of, or should have been aware of the possibility of such damages. The obligations of Terminix as specifically stated in this agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation or warranty of merchantability or fitness for a particular purpose.

**CHANGE IN LAW.** In the event of a change in existing law as it pertains to the coverages provided for in this plan, Terminix reserves the right to terminate this agreement.



## Pest Control

	Monthly	Bi-Monthly	Quarterly
Roaches	x	x	x
Ants (except Carpenter)	x	x	x
Spiders	x	x	x
Silverfish	x	x	x
Firebrats	x	x	x
Crickets	x	x	x
Centipedes	x	x	x
Ground beetles	x	x	x
Stored Product Pest	x	x	x
Millipedes	x	x	x
Mites & Earwigs	x	x	x
Rats	x	x	x
Mice	x	x	x
Ticks (not including yard)	x	x	x
Fleas (not including yard)	x	x	x
Bees & Wasps (below 10 feet)	x	x	x
Yard	Spot Treatment Included	Spot Treatment Included	Additional fee
Mosquito	Not included	Not included	Not included
# of scheduled services	12	6	4
Free Reservices	Within 15 days of last paid service	Within 45 days of last paid service	Within 75 days of last paid service

## MOISTURE CONTROL TERMS AND CONDITIONS

1. The sole intent of this plan is to reduce the moisture content levels in the wooden structural members underneath your structure. Terminix agrees to install purchased moisture control items and provide inspections during the coverage period that it considers to be necessary to determine the effectiveness of the installed items if moisture control items were purchased and if, after our initial installation, we find that the WMC levels are in excess of those we expected after the installation of purchased items, we will further attempt to limit the WMC levels by reconfiguring the installed items and/or installing additional quantities of initially installed items to bring the WMC levels in line with our initial expectations. **Terminix makes no assertions that its moisture control efforts will control or eliminate mold of any type in the structure.** However, we will not be responsible for any damage that results from excessive WMC levels or is caused by wood infesting organisms that are associated with excessive WMC levels. This plan does not provide for the repair of, replacement of or compensation for any type of damage to the covered property. The plan contains an acknowledgment that inspections of the substructure of your property by Terminix and any inspection graph or report based on these inspections may be limited in scope and accuracy due to conditions beyond the control of Terminix. However, if the purchaser has failed to comply with any of Terminix's exterior moisture control recommendations, then such reconfiguration and/or additional installation shall not be made until such exterior recommendations have been complied with. Terminix will also replace during the coverage period any installed items it determines to be defective or nonfunctional. However, any items damaged or destroyed by any act of God to include fire, lightning or flood will not be covered under this agreement.

2. TERMINIX SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ALLERGIES, AGGRAVATIONS THEREOF, OR FOR ANY BODILY INJURY RESULTING FROM MOLD, FUNGUS, MILDEW OR ANY OTHER CAUSE. Also, Terminix disclaims any liability for and the purchaser expressly waives any claim for and discharges and releases Terminix from responsibility for special, incidental, exemplary, punitive and consequential damages and moisture, wood infesting organism and wood infesting insect damages. The guarantees stated in this agreement are given in lieu of any other guarantees or warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

3. **WOOD INFESTING ORGANISM INFESTATIONS, DAMAGES.** Terminix is not responsible for damage by and this plan does not provide coverage for infestations by wood destroying organisms in the covered property. Terminix is not responsible for controlling infestations of wood destroying organisms in the covered property. Terminix is not responsible for inspections to notify the purchaser of the existence of such infestations or of the existence of damages caused by such infestations whether such infestations and/or damages existed in the covered property on the effective date of this plan or developed or were done to the covered property after this date.

4. **SCOPE, ACCURACY OF INSPECTION GRAPH, INSPECTIONS.** The inspection graph foundation diagram is a representation of the ground level, shape and dimensions of the covered property within the outline of which is depicted the general area and approximate location of WMC levels of the accessible wooden components of the substructure and visible conditions that may be related to the presence of or potential for excessive WMC levels in the wooden components of the substructure. Such representations and depictions, are the result of a limited, non-probative, non-destructive visual inspection of visually unobstructed parts and components of readily accessible areas of the substructure. Unless specifically noted otherwise, Terminix has not inspected and will not inspect any area above an understructure crawl space.

Because conditions related to the presence of or potential for excessive substructure WMC levels may be (1) present in areas of the covered property not inspected by Terminix (2) present in visually obstructed, hidden, concealed or inaccessible parts and/or components of areas inspected by Terminix or (3) present in visible, accessible parts and/or components of areas that were inspected by Terminix, but concealed inside them in such a way that it could be discovered only by a destructive, probative inspection, Terminix does not guarantee that the symbolic representations on the inspection graph denote the location of all such conditions present in the covered property on the effective date.

The existence of and extent of conditions related to the presence of or potential or excessive substructure WMC levels is often dependent upon external factors (i.e. amounts of precipitation, relative humidity, etc.) that may vary over short or long periods of time. Because of the possibility of such variations at any time in the future, a condition not previously present may develop or a condition not now present, but present in the past may redevelop. For this reason, Terminix does not guarantee that the inspection graph depicts plainly visible conditions that may be related to the presence of or potential for excessive substructure WMC levels present in the covered property on any day other than the day the graph was drawn.

Terminix is not qualified to judge or ascertain the effect of excessive WMC levels or conditions related to such levels upon the structural integrity of the covered property and the inspection graph, along with its symbols, is not designed or intended to convey such judgment or information. The number of symbols depicted on the inspection graph within any one area should not be interpreted to reflect the extensiveness of severity (or lack of extensiveness or severity) of a condition in that area. Relative differences is the number of symbols depicted in the different areas of the covered property should not be interpreted to reflect differences in the extensiveness or severity of a condition between different areas of the covered property. If any condition is depicted on the inspection graph, it is advisable that the purchaser obtain from a qualified building expert after the effective date of this plan an evaluation of the effects or potential effects of the condition upon the structural integrity of the covered property.

5. **DISCLAIMER.** Terminix's liability under this plan will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this plan by reason of delays in transportation, shortages of fuel and/or materials, strikes, explosions, riots, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, unsafe working conditions for Terminix employees, act of God or any other circumstances or cause beyond the control of Terminix.

**The dimensions of a wooden component below its fiber saturation point are directly related to its wood moisture content (WMC) with reductions in WMC causing decreases in component dimensions, principally across the grain of wood. For this reason, moisture control measures undertaken by Terminix according to the plan will cause changes in the dimension of components of the covered property whose WMC level is reduced by the measures. Such changes are normally so minor as to be almost undetectable, either visually or by measuring components before and after the time of initial installation. However, under certain circumstances, such changes in component dimensions can result in noticeable changes (i.e. cracks between hardwood floor planks, gaps between floor and molding, doors sticking, etc.). Such changes, if they occur, are normally, though not always, limited to the components near or below a floor directly above a substructure that, prior to the date of initial installation, contained abnormally excessive WMC levels. The purchaser acknowledges the potential for such component dimension changes and agrees that, if they occur, such changes are an acceptable consequence of moisture control measures undertaken according to this plan. The purchaser hereby agrees that Terminix shall not be liable for deformation of and/or damage to the structure that is the direct or indirect result of such wooden component dimension changes and the purchaser expressly waives any claim for and discharges and releases Terminix from responsibility for such deformation or damage. (Such changes in components dimensions can, in many instances, be minimized or reversed by a modification of the extent of moisture control measures.)**

**\*All items purchased (except otherwise noted) have a one year parts and labor guarantee that may be extended with a payment of an annual renewal after the initial year.**

## BED BUG TERMS AND CONDITIONS

Effective with the Initial Treatment Date, Terminix will provide services for the treatment of bed bugs (*Cimex lectularius* Linnaeus) at the property address indicated. Such service will be performed in accordance with the treatment package chosen by purchaser.

**Beginning with the Initial Treatment Date and for the period of days specified in the treatment plan purchased, Terminix will perform, free of charge, any retreatment that is requested by purchaser and found necessary by Terminix, for bed bugs in the specific area described below.**

**This agreement offers one extended warranty for a period of 12 months from the initial treatment date. This provides for free inspections upon request and reservice when needed.**

This Agreement does not, under any circumstances, provide for the treatment for or control of any other insect, organism or pest other than bed bugs.

The Purchaser acknowledges and understands that he/she may be asked, either verbally or in writing, to follow certain procedures or protocols both before and after any service that may be necessary to support an effective treatment. Purchaser acknowledges and understands that the his/her failure to follow those requested protocols or procedures, or to ensure that any tenant or individual occupying the structure follow such requested protocols and procedures, may render the treatment less effective and Terminix, at its own discretion, may cancel the treatment of the involved unit(s). Purchaser agrees to maintain the premises subject to this Agreement in a condition, which does not promote infestations by bed bugs. Purchaser agrees to maintain the premises in a clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing access to bed bugs.

The services provided under this Agreement are intended to help reduce the population of bed bugs in the specific described area. Terminix does not represent or guarantee that bed bugs will not be found at the above described Property after the initial treatment or any retreatments or during the term of this Agreement.

Terminix will perform an inspection of the structure for signs of bed bugs (*Cimex letularius*). This inspection will focus on the bed(s), box spring(s) headboards, furniture and other areas in the bedrooms and living areas that may harbor bed bugs. Rooms are to be prepared according to the provided Bed Bug Preparation Sheet or additional charges may apply.

Upon finding evidence of bed bugs, Terminix will service the unit as follows:

- Mattress(es) will be vacuumed, followed by a treatment with a steam machine.
- Box spring(s) will be vacuumed, followed by a treatment with a steam machine. The box spring(s) will then be treated with a residual chemical application. Dust cover underneath will be removed.
- The bed frames will be disassembled and treated with steam, with a residual treatment where applicable.
- The headboard(s) will be removed where present and treated with steam followed by a residual treatment.
- Surrounding furniture and fixtures including night stands, dressers, pictures and other room furniture will be vacuumed then treated with steam (where applicable), followed by a residual treatment where applicable.
- The perimeter of the unit and some wall voids will be treated with a residual product.
- Mattress and box spring encasement(s) are installed if purchased.
- Other items in infested units will be examined for bed bug activity and treated as necessary.
- Upholstered furniture will be carefully examined, vacuumed, and treated. *If heavily infested, such furniture may require disposal.*
- Services are documented as to location of infestations, areas treated, and observations.

**1. DAMAGE, LIMITATION OF LIABILITY, DUE TO THE NATURE OF CONSTRUCTION, THE EXTENT OF BED BUG DAMAGE, THE DEGREE OF BED BUG ACTIVITY AND/OR APPLICATION RESTRICTIONS, TERMINIX DOES NOT GUARANTEE AGAINST AND TERMINIX SHALL NOT BE RESPONSIBLE FOR, PRESENT OR FUTURE BED BUG DAMAGE TO PROPERTY OR CONTENTS NOR FOR REPAIRS OR COMPENSATION THEREOF. FURTHER, TERMINIX IS NOT RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS CAUSED BY BITES OR CONTAMINATION OF BED BUGS OR ANY OTHER INSECTS. IN CONSIDERATION OF THE SUMS CHARGED BY TERMINIX UNDER THIS AGREEMENT AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX SHALL HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF TERMINIX TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER UNDER THIS PLAN OR OTHERWISE IS (I) PROVIDE BEDBUG SERVICE IN ONLY THE SPECIFIC AREA DESCRIBED USING ONLY THE TREATMENT METHOD INDICATED AND (II) TO PROVIDE BEDBUG SERVICE FOR THE PERIOD OF DAYS SPECIFIED IN THE PLAN PURCHASED, FROM THE INITIAL TREATMENT DATE FREE OF CHARGE, UNLESS EARLIER CANCELLED PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER EXPRESSLY RELEASE TERMINIX FROM, AND AGREE TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION WHATSOEVER TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT BED BUGS WILL NOT RETURN.**

**2. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligations of Terminix to Purchaser arising out of or relating to this Agreement are (I) to provide initial service in only the specific area described in the Scope of Services for bed bugs using only the treatment method described and (II) to provide for the period of days specified in the plan purchased, from the initial treatment date any retreatment that Terminix finds necessary, free of charge. In the event of any claim by Purchaser other than for the aforesaid (I) or (II), purchaser shall pay all of the costs and expenses of Terminix, relating to or arising out of such claim. Purchaser must allow Terminix access to premises for any purpose contemplated by this Agreement, including but not limited to inspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix access will terminate this Agreement without further notice.

### 3. DISCLAIMER.

**A.** The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

**B.** This Agreement does not cover and Terminix will not be responsible for costs or damage or required replacement resulting from or services required for:

- (1) Any expenses or costs related to the replacement of or cleaning of linens, bedspreads, pillows, box springs, upholstery, furniture, wall coverings or pictures inclusive of frames, mattresses or carpet and/or rug soiling or related costs including claims for loss of rental income.
- (2) Inherent structural problems, including but not limited to, accessibility to bed bugs.
- (3) Removal or elimination of bed bugs.
- (4) Failure of Purchaser to follow either before and/or after treatment, verbal or written procedures or protocols that are requested by Terminix.
- (5) Failure of Purchaser to maintain the premises subject to this Agreement in a condition which does not promote infestation by bed bugs.
- (6) Failure of Purchaser to maintain the premises in a clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing access to bed bugs.
- (7) Failure of Purchaser upon notice from Terminix to promptly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to bed bug infestation.
- (8) Any and all damage resulting from bed bugs and/or any wood destroying organisms.
- (9) Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
- (10) Removal of dust cover on box spring.

EXCEPT AS OTHERWISE PROHIBITED BY STATUTE OR PUBLIC POLICY, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4. CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to terminate this Agreement.



## BED BUG HEAT TREATMENT OPTION

The heat treatment procedure is a PREMIUM service offered to our customers which utilizes thermal technology to better address bed bug treatments. The heat treatment is NOT a stand alone service as we will follow all treatment protocols, pesticide applications and preparation requirements set forth in our standard scope of services for bed bug treatments. Our service technicians are to adhere to the following steps to ensure effective control of bed bugs outlined in the service agreement with the customer. These steps are crucial to the success of our program and are not to be abbreviated in any manner. Clothing and personal items MUST be removed from all furniture to be loaded into the heat enclosure by the customer as in our standard bed bug preparation guidelines. Heavily infested furniture items which are loaded into the heat unit will be treated with residual pesticide applications to the allowable surfaces AFTER the heat treatment procedure. As space within the thermal unit is at a premium, the following items will ALWAYS be treated as a priority when loading the thermal unit. Decisions will be made on site as to the priority given to each item based on infestation levels of these items.

- Box springs / Mattresses: Dust covers and corner protectors removed PRIOR to being placed in thermal heat unit.
- Bed frames and headboards: Disassembled for treatment AFTER heat process.
- Please note that due to space limitations within the thermal unit bunk beds and other large pedestal style bed frames will be treated according to our standard treatment guidelines.
- Infested Sofas / Chairs / Cushions and Pillows
- Dressers and nightstands from infested rooms: May NOT contain personal items and clothing.
- Curtains or Draperies
- Personal Items such as suitcases, backpacks or other infested items.

Additional items may be loaded into the thermal unit based on space after ALL the above items are addressed. There must be space between items and along outside walls to allow for heated air to circulate.

All rooms where activity is found will still be treated according to our standard treatment protocols which will include the following:

- Perimeter baseboards and tack strip areas of carpeting will be vacuumed, steamed and treated with residual pesticides.
- All electrical wall plates will be removed and wall voids treated with residual dusts.
- Walls and ceiling areas will be inspected and thoroughly vacuumed and treated with approved pesticides where bed bug activity is found. All hard surface furniture items and fixtures NOT treated utilizing the thermal heat unit will be thoroughly inspected, vacuumed and followed by an approved residual chemical treatment where applicable.

## BED BUG PREPARATION GUIDELINES

**Bed bug services require a very specific amount of CUSTOMER preparation and compliance to ensure effective treatments PRIOR to the technicians arrival on the scheduled work date and time. The bed bug service technician will inspect, review and confirm the preparation guidelines listed below upon arrival PRIOR to any treatments being made. If the advised preparation protocol is not followed, Terminix reserves the right to cancel or reschedule the service treatment of the unit/residence and charge a \$75.00 noncompliance fee.**

### Bedrooms

- All bedding materials from bedroom(s) to be treated must be removed by the **CUSTOMER** to allow for treatment of mattresses, box springs and bed frames. Sheets, pillows and other bedding items must be removed and dried in a laundry dryer on high heat for at least 30 minutes by **CUSTOMER** and then sealed in trash bags and stored away from the treatment area. This will prevent reinfestation of the treated areas by eliminating bed bugs on these items.
- All clothes and personal items in dressers, nightstands and closets must be removed by the **CUSTOMER**, dried and stored away from treatment area as noted above to allow for treatments to the drawers, cabinets and closets.
- All items including furniture need to be pulled away from walls by the **CUSTOMER** to allow for proper inspection and treatment to baseboards, carpet perimeter and wall outlet boxes in all bedrooms.
- All carpeted areas are to be vacuumed by the **CUSTOMER** especially along walls where the carpeting and baseboard meet. Vacuum bag should be disposed of immediately in a sealed plastic bag in an outdoor trash receptacle or dumpster.
- **Treat upholstered furniture in common rooms (ex. TV room/living room)**

### Living Areas

- Upholstered furniture in living areas will be inspected and treated. All blankets and throw pillows must be removed by the **CUSTOMER**, dried and stored away from treatment area as noted above to allow for thorough inspection and treatments.
- All items including furniture must be pulled away from all walls by the **CUSTOMER** to allow for proper inspection and treatment to baseboards, carpet perimeter and wall outlet boxes in all living areas.
- All carpeted areas are to be vacuumed by the **CUSTOMER** especially along walls where the carpeting and baseboard meet. Vacuum bag should be disposed of immediately in a sealed plastic bag in an outdoor trash receptacle or dumpster.

### Pets Must be Removed

- All birds, dogs, cats, small mammals and other animals need to be removed by the **CUSTOMER** and taken to another location until after all treatments have been made and allowed to dry or dissipate from the treated area thoroughly. Typically, this will be 3-4 hours after the completion of the service.
- Aquariums and terrariums need to have air pumps disconnected by the **CUSTOMER** and damp towels placed over the top of these units to prevent any exposure to pesticides as they can be particularly harmful to amphibious and aquatic animal species.

### Notes Regarding Treatment

- **Heavily infested furniture such as mattresses, box springs, sofas, chairs, etc. may require additional treatment such as placement of items in a heat chamber to gain control of bed bugs. Such additional treatment will result in additional charges to customer.**
- Furniture items at the time of service will be treated in a manner which will include removal of all dust covers from the underneath side of box springs, sofas and chairs. These dust covers will not be saved or replaced.
- Clothes in sealed bags and miscellaneous personal items need to be stored out of the treatment areas (living areas). As bed bugs are rarely found in areas such as bathrooms, dining rooms, kitchens, garages, patios or decks these areas must be utilized for storage to ensure proper inspections and treatments can be made to the target areas. Treatments are not made to these areas unless activity is found in these specific locations. Over cluttered treatment areas will minimize effectiveness of bed bug treatments and lead to multiple return visits.

# **Explanation of Bed Bug Service Plan and Extended Warranty**

## **PREMIUM**

- Complete treatment of the home for the control of bed bugs
- Encasements for all mattresses and box-springs
- Heat service of furnishings and upholstered items
- Free inspections upon request and reservices as needed within the 90 day warranty period

## **BASIC**

- Complete treatment of the home for the control of bed bugs
- Free inspections upon request and reservices as needed within the 30 day warranty period

## **EXTENDED WARRANTY**

- One year service warranty for bed bugs from the date of initial treatment
- Free inspections upon request and reservices as needed within the 12 month warranty period

After one year, the warranty expires.

## EXCLUSION SERVICES AGREEMENT TERMS & CONDITIONS

1. **Initial Term.** The term of this agreement shall commence on the date of initial installation (the Installation Date) of the Exclusion System components and shall continue thereafter for as long as purchaser maintains his/her pest control service agreement with Terminix without interruption. The failure of purchaser to maintain this pest control service agreement will terminate this exclusion services agreement without further notice.
2. **Fees.** Purchaser shall pay the fees for installation of the Exclusion System in accordance with the payment terms set forth based on the Payment Option selected by Purchaser.
3. **Covered Pest/Nuisance Animal.** The obligations of Terminix under this exclusion services agreement only apply to the specific pest/nuisance animal described in the "Scope of Service".
4. **Limited Exclusion Plan Services; No Damage Warranty.** The sole obligation of Terminix during the Initial Term of this Agreement (hereinafter the "Services") is as follows: (a) Analyzing the Structure(s) on Purchaser's premises to identify actual and potential entry points to the Structure(s) that could be used by covered pest/nuisance animal to gain access to the Structure(s); (b) Identifying any existing infestations of covered pest/nuisance animal; (c) Sealing of all entry points through installation of screens, excluder materials and sealants; (d) Controlling for and mitigating covered pests/nuisance animal for as long as purchaser maintains his/her Terminix Pest Control Service Agreement which is an additional service provided by Terminix; (e) On an annual basis or at any time, upon the reasonable request of Purchaser, inspecting the installed Exclusion System Components and Structures for damage to the Exclusion System Components caused by Covered Pests/nuisance animal and/or any actual entry to the Structures by Covered Pests/nuisance animal and resulting infestations; (f) any additional exclusion services required as a result of covered pest/nuisance animal activity neither contemplated by Terminix nor paid for by the customer at the time of the initial exclusion service is specifically excluded from any type of warranty under this agreement; (g) Subject to section 8, repairing or replacing any Exclusion System Components damaged by Covered Pests/nuisance animal; and (h) Controlling for and mitigating against infestations of Covered Pests/nuisance animal which actually gain entry to the Structure. EXCEPT FOR REPAIRS TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY COVERED PESTS/NUISANCE ANIMAL AS EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS/NUISANCE ANIMAL, TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT COVERED PESTS/NUISANCE ANIMALS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
5. **Roof Damage Waiver.** Purchaser acknowledges and agrees that in order to install certain parts of the Exclusion System Components, Terminix (or Terminix's subcontractor) will have to gain access to and walk on the roof of Purchaser's structure and that damage to roofing tiles and other roofing system components may be unavoidable in such installation process no matter what degree of care is exercised by Terminix. Accordingly, Purchaser hereby releases Terminix from any and all claims of damage to the structure, including roofing tile, gutters, plumbing vents or any other component of the roofing system, which occurs as a result of the installation of the Exclusion System Components.
6. **Access to Property.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by the Agreement, including but not limited to, installation and monitoring of the installed Exclusion System Components and controlling for and mitigating against Covered Pests/nuisance animal which gain entry to the Structures. The failure to allow Terminix such access will terminate this Agreement without further notice.
7. **Purchaser Cooperation.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests/nuisance animal covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by the Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
8. **Limitation of Liability, Limited Warranty.** Except as otherwise prohibited by law, Terminix disclaims and shall not be responsible for any liability for indirect, special, incidental, consequential, exemplary, punitive and/or loss of enjoyment damages. The obligations of Terminix specifically stated in this Agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation of merchantability or fitness for a particular purpose.
9. **Information Regarding Exclusion System Services.** Purchaser acknowledges and agrees that the installation of the Exclusion System Components requires sealing of all potential access points to the Structures through which a Covered Pest/nuisance animal may gain entry which may require installation of roof returns, plumbing caps, mushroom cages, chimney caps, garage door seals, dryer vent caps and/or wire mesh, metal or other materials. Purchaser further understands and agrees that the installation of the Exclusion System Components shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures. Purchaser hereby releases Terminix from any and all claims of damage to the Structures as a result of the installation of the Exclusion System Components. If Purchaser fails and refuses to authorize Terminix to install the Exclusion System Components, in the locations and in the manner as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
10. **Additions or Alterations to Structures.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Exclusion System Components. If the Structures or areas on or near the installed Exclusion System Components are structurally modified, altered or otherwise changed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within 30 days of the occurrence of such Alteration. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then current charges for a service call to evaluate the Alterations and install additional Exclusion System Components as a result of the Alterations.
11. **Force Majeure.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war civil disturbance, insurrection or sabotage.
12. **Change in Terms.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of the Agreement will constitute acceptance of any such changes.

## WILDLIFE SERVICE TERMS AND CONDITIONS

- FEES.** Purchaser shall pay the fees and required equipment deposits for services purchased in accordance with the payment terms set forth in this agreement based upon the payment option selected by the customer.
- LIMITED NUISANCE ANIMAL SERVICES.** Terminix shall provide the following services (herein the "Services"): (a) Inspect Purchaser's structure including interior areas (attic, living spaces, basement and crawl spaces) for evidence of invasion by targeted nuisance animal(s); (b) Identify areas of entry to structure(s); (c) Installation and monitoring of trapping equipment within or affixed to the structure to capture the targeted nuisance animal in accordance with applicable laws for a period of seven (7) days (the "Trapping Period"); and (d) Disposal of any captured targeted animal or other pest/nuisance animals inadvertently captured in trapping equipment in accordance with applicable laws; and (e) Removal of trapping equipment from Purchaser's premises. Following the expiration of the Trapping Period, Terminix, in its sole discretion may remove the trapping equipment from the premises, whether any animals have been captured or not yet captured. Following the expiration of the Trapping Period, customer may request that Terminix maintain the installed trapping equipment and continue to monitor such trapping equipment for capture of targeted nuisance animals for an additional fee to be determined by Terminix.
- NUISANCE ANIMAL DISPOSITION.** Purchaser acknowledges that the disposal of captured nuisance animals is subject to additional federal, state, and/or local laws. Specifically, any nuisance animal captured by Terminix, as required by and in accordance with applicable laws, shall be either (a) released on or near the area captured on purchaser's premises; (b) released in an area other than purchaser's premises; or (c) euthanized by the method required by applicable law. IF APPLICABLE LAW REQUIRES RELEASE OF A CAPTURED NUISANCE ANIMAL IN OR AROUND THE SAME LOCATION WHERE THE NUISANCE ANIMAL WAS CAPTURED, THIS AGREEMENT DOES NOT GUARANTEE AND TERMINIX DOES NOT REPRESENT THAT RELEASED NUISANCE ANIMAL WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES OR OUTSIDE AREAS OF PURCHASER'S PREMISES. TRAPPING EQUIPMENT SHALL ONLY BE DEPLOYED WITHIN OR AFFIXED TO THE STRUCTURE. THIS AGREEMENT DOES NOT COVER THE TRAPPING AND REMOVAL OF NUISANCE ANIMALS IN AREAS OUTSIDE OF THE STRUCTURE SUCH AS YARD AREAS.
- RECURRING SERVICE FOR SNAKES.** Snake service will be at a reduced rate as long as customer maintains a Terminix general pest control plan. If customer does not maintain a Terminix general pest control plan the rate for snake service will be increased to an amount and frequency at the discretion of Terminix. The recurring service for snakes must be maintained for the period of one year and may be renewed annually thereafter.
- ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT IN ORDER TO INSTALL AND MONITOR THE TRAPPING EQUIPMENT, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF PURCHASER'S STRUCTURE AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURE, INCLUDING ROOFING TILE, GUTTERS, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF PROVISION OF THE SERVICES.
- ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the structure(s) (including the attic and roof) for any purpose contemplated by this agreement, including but not limited to, (a) controlling for and mitigating against existing infestations of nuisance animals which have gained entry to the structure(s); (b) installation and monitoring of the trapping equipment; and (c) capturing and removal of nuisance animals. The failure to allow Terminix such access will terminate this agreement without further notice. Purchaser acknowledges that federal, state and/or local laws may require Terminix to inspect traps for captured nuisance animals on a daily bases or every 12 hours, depending on the jurisdiction. Purchaser shall allow Terminix access to the premises for purpose of complying with such trap inspection laws.
- LIMITATION OF LIABILITY; NO DAMAGE WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS OR NUISANCE ANIMALS TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT NUISANCE ANIMALS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO CAPTURE AND REMOVAL OF SUCH NUISANCE ANIMALS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION CAUSED BY ANY NUISANCE ANIMALS WHETHER OCCURRING PRIOR TO CAPTURE, OR DURING THE REMOVAL OR DISPOSAL OF THE CAPTURED NUISANCE ANIMAL OR UPON THE RETURN TO PURCHASER'S PREMISES OF ANY NUISANCE ANIMAL RELEASED ON OR NEAR THE PREMISES (AS REQUIRED BY APPLICABLE LAW) OR FROM THE TAMPERING WITH TRAPPING EQUIPMENT BY PURCHASER OR PURCHASER'S OTHER ADULT FAMILY MEMBERS, CHILDREN, DOMESTICATED PETS, GUESTS OR INVITEES. PURCHASER ACKNOWLEDGES THAT THE TRAPPING EQUIPMENT AND ANY NUISANCE ANIMAL CAPTURED IN THE TRAPPING EQUIPMENT POSE AN EXTREME HAZARD TO PERSONS (INCLUDING BOTH CHILDREN AND ADULTS) AND OTHER ANIMALS (INCLUDING PURCHASER'S DOMESTICATED PETS) AND ANY CONTACT WITH SUCH TRAPPING EQUIPMENT MAY RESULT IN SEVERE INJURY OR HARM, WHETHER SUCH TRAPPING EQUIPMENT IS EMPTY OR CONTAINS A TRAPPED NUISANCE ANIMAL. ACCORDINGLY, PURCHASER AGREES TO REFRAIN FROM TAMPERING WITH SUCH TRAPPING EQUIPMENT AND SHALL AT ALL TIMES MAINTAIN A SAFE DISTANCE OF AT LEAST FIFTEEN (15) FEET FROM SUCH TRAPPING EQUIPMENT. PURCHASER SHALL ALSO ENSURE THAT PURCHASER'S OTHER ADULT FAMILY MEMBERS, CHILDREN, DOMESTICATED PETS, GUESTS AND INVITEES ARE INFORMED OF THE HAZARD POSED BY THE TRAPPING EQUIPMENT, ARE INSTRUCTED NOT TO TAMPER WITH OR TOUCH THE TRAPPING EQUIPMENT AND ARE INSTRUCTED TO MAINTAIN AT ALL TIMES A SAFE DISTANCE OF AT LEAST FIFTEEN (15) FEET FROM SUCH TRAPPING EQUIPMENT.
- INFORMATION REGARDING NUISANCE ANIMAL SERVICES.** Purchaser acknowledges and agrees that selection of the type of trapping equipment utilized, the installation location of trapping equipment and the monitoring frequency of the trapping equipment shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the structure(s), outside areas, suspected nuisance animals and applicable laws. Purchaser hereby releases Terminix from any and all claims of damage to the structures and outside areas as a result of the installation of the trapping devices. If the purchaser fails and refuses to authorize Terminix to install the trapping equipment, in the locations and in the manner as determined by Terminix, this agreement shall automatically terminate. Terminix shall not be responsible for removal of fecal matter deposited on premises by any pests and/or nuisance animals. Purchaser may request fecal matter removal services for an additional charge to be determined by Terminix on a case-by-case basis. Following capture of a nuisance animal or any other pests/nuisance animals, some states or municipalities assess a disposal fee which purchaser agrees to pay promptly, if assessed.
- NUISANCE ANIMAL TRAPPING EQUIPMENT.** Purchaser shall ensure that the installed trapping equipment is not damaged, lost or stolen while installed on Purchaser's premises. Purchaser shall pay to Terminix such amounts necessary to repair any damage to the trapping equipment which occurs while installed on Purchaser's premises, excluding damage to such equipment caused by nuisance animals. In the event that such equipment is damaged beyond repair or stolen while on the Purchaser's premises, Purchaser shall pay to Terminix the full replacement value cost of the trapping equipment.
- FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
- CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to modify the services to extent necessary to comply with such change in laws.



## Wildlife Scope of Services

Purchaser Name(s) William Smith

Property Address 1607 Munroe Ln City Goldsboro State NC Zip 27534-3366

### Specifications of Services to be Performed:

**Inspect:** \_\_\_\_\_

\_\_\_\_\_

**Trapping:** \_\_\_\_\_

\_\_\_\_\_

**Removal:** \_\_\_\_\_

\_\_\_\_\_

**Exclusion:** \_\_\_\_\_

\_\_\_\_\_

**Clean Up:** \_\_\_\_\_

\_\_\_\_\_

**Sanitation:** \_\_\_\_\_

\_\_\_\_\_

**Renewal (annual):** \_\_\_\_\_

\_\_\_\_\_

Purchaser Signature(s) \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Terminix Representative (signature) \_\_\_\_\_ Date \_\_\_\_\_