



Team PEST USA Exterminating Co., Inc.
PEST GUARD TERMITE BAITING SERVICE AGREEMENT

America's Pest Prevention Team Since "1971"

Contract options: This contract provides for retreatment of a structure but does not provide for the repair of damages caused by wood destroying organisms. This contract provides for retreatment of a structure and the repair of damages caused by wood destroying organisms within the limits stated in this contract. The removal of the bait or baiting system may result in a lack of termite protection.

DATE: BRANCH PHONE NO

BUYER'S NAME (TO APPEAR ON WARRANTY) BILLING NAME

STREET ADDRESS (TO APPEAR ON WARRANTY) BILLING ADDRESS

CITY STATE ZIP CITY STATE ZIP

HOME PHONE BUSINESS PHONE HOME PHONE BUSINESS PHONE

EMAIL RESIDENTIAL COMMERCIAL CURRENT CUSTOMER FOUNDATION TYPE CONSTRUCTION TYPE (Brick, siding, stucco)

SERVICES: Team PEST USA, hereafter referred to as Pest USA (The Company), is hereby authorized to install the Pest Guard Termite Baiting System to the premise(s) described above for Subterranean Termites as shown in the graph and specifications sheet attached hereto.

SERVICE COMMITMENT: The Company shall, in compliance with all applicable federal, state and local laws: A. Install Pest Guard termite bait stations... B. Monitor those stations... C. During the term of this contract, add termite bait... D. As long as the Regular Renewals are paid...

State regulations require specific treatment standards to be performed for liquid termiticide treatments. As the purchaser, I understand these standards will not necessarily be performed due to the fact that this treatment system is a conceptually different type of termite treatment.

PURCHASER UNDERSTANDING OF PERFORMANCE OF THE PEST GUARD TERMITE BAITING SYSTEM: I understand that; Pest Guard (the "System") utilizes a combination of liquid termiticide, foam termiticide, baits and monitoring stations.

A. Installation of the Monitor/ bait Stations and sufficient termite activity to allow additions of termite bait, and addition of termite bait and reduction of the termite colony; and therefore, total time from initial installation to control may vary from structure to structure. B. Regular inspections of the property are necessary and the Company will be granted access to inspect the property on a periodic basis.

Additional services such as moisture control, food source management, use of full or spot termiticide and/or use of termiticide foam may be used to combat termite activity.

RENEWAL: This warranty may be renewed for the life of the structure(s), provided that the renewal fee payments are made annually, and upon mutual agreement of the purchaser and Company. The Company reserves the right to adjust the renewal fee after one year. All renewal payments are non-refundable.

IMPORTANT: I have read the explanation of the warranty to be issued, including the limitations and restrictions of the warranty contained on the back of this page. The attached graph, specifications and back of this agreement contain important provisions which are part of this agreement. By signing below, I agree with these terms and conditions.

INITIAL INVESTMENT and METHOD OF PAYMENT section with fields for Initial Treatment, Other Fees, Renewal Fee, TOTAL INITIAL COST, Less Deposit, and various payment options like BALANCE OF, Due Upon Completion, etc.

UPON RECEIVING FULL PAYMENT AND COMPLETING THE INITIAL SERVICE THE COMPANY WILL PROVIDE A FULL TERMITE DAMAGE REPAIR WARRANTY OR A RETREATMENT WARRANTY FOR SUBTERRANEAN TERMITES AS DESCRIBED IN THE PROVISIONS, TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS AGREEMENT.

BUYER'S SIGNATURE: [Signature] DATE: 03-16-16

BY: PEST USA APPROVED BY:

BY SIGNING THIS AGREEMENT, I THE CUSTOMER AGREE TO ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT, IT IS ALSO UNDERSTOOD THAT TEAM PEST USA AND THE SIGNER IS BOUND ONLY BY THE TERMS SET FORTH ON BOTH SIDES OF THIS AGREEMENT, NOT BY ANY OTHER REPRESENTATIONS, ORAL OR OTHERWISE UNLESS IT IS IN WRITING ON AN OFFICIAL TEAM PEST USA DOCUMENT. ATTENTION CUSTOMER: THIS AGREEMENT IS NOT BINDING UNTIL APPROVED ABOVE BY A BRANCH MANAGER OR CORPORATE OFFICER.

**RETREATMENT & REPAIR WARRANTY (SEE FRONT FOR TYPE OF WARRANTY TO BE ISSUED)**

Subject to any limitations or restrictions set forth in the Graph, Specifications, General Terms and Conditions below and the following provisions, the Company will put into effect a retreat and repair warranty which obligates the Company subject to a \$250.00 deductible, to retreat and repair any new damage to my structure or contents caused by Subterranean Termites only after six (6) months from the date of original treatment, and only after the Company has inspected the property and found no active termites in its baiting program. Once control has been established, the damage provisions of the warranty will take effect. The damage repair will be available provided that said damaged areas are infested with live Subterranean Termites, that it is during the effective period of my warranty and that if it occurs within the confines of the foundation walls of the structure and adjacent areas, and unless expressly identified as covered, and does not pertain to support members, steps, wood decks adjacent to the structure, hot tubs, lattice work, landscaping timbers, fences, or any other wooden appurtenances associated with this structure. Upon transferring of warranty with an Official Georgia Wood Infestation report, the property(s) converts back to a retreatment warranty only. All these are excluded from the damage warranty. Such areas will be covered for retreatment only. I understand that I can hold the Company responsible for repairs only when they are made with the Company's written approval, and under the Company's supervision and control. I understand that the Company's liability for repairs is limited to structural and content damage only, and that the Company's obligations shall not exceed actual cost of repairs and or replacement. The Company is not responsible for the repair of visible or inaccessible damage as of the date of this contract. This warranty expressly excludes Drywood Termites, Aerial (above ground) infestations of any kind, or any other Wood Destroying Organisms such as, but not limited to Carpenter Ants, Wood Boring Beetles, Powder Post Beetles, Wood Decaying Fungi, molds and mildews. This warranty provides for a maximum aggregate amount of \$1,000,000 over the renewable life of the warranty.

**RETREATMENT ONLY WARRANTY (SEE FRONT FOR TYPE OF WARRANTY TO BE ISSUED)**

Subject to limitations or restrictions set forth in the Graph, Specifications, General Terms and Conditions below and the following provisions, the company will put into effect a Retreatment Warranty which obligates the company, at no cost to me, to apply any necessary additional treatment to my building if an infestation of Subterranean Termites is found during the effective period of my warranty. I understand that the Company's obligations under this warranty is limited to retreatment only. I expressly release the company from any obligation to repair any damages to my structure or its contents caused by an infestation of Subterranean Termites. This warranty expressly excludes Drywood Termites, Aerial (above ground) infestation of any kind, or any other Wood Destroying Organisms such as, but not limited to Carpenter Ants, Wood Boring Beetles, Powder Post Beetles and Wood Decaying Fungi.

**A. DEFINITION OF CONDUCTIVE CONDITION:**

Conductive conditions can be defined as (but not limited to) any condition around, in or under a building or structure that favors the presence of termites, such as areas where there is structural wood to ground contact, wood debris in crawl, excessive moisture, improper ventilation and stucco/veneer/RBI below grade. (See #6 and #7 below)

**B. PROPERTY OWNER'S RESPONSIBILITIES:**

1. Owner will allow timely and convenient access to properly perform necessary treatments, service and inspections.
2. Owner will make necessary corrections to property as recommended to prevent new and correct existing conditions as defined in Section A.
3. Owner will keep the baited/monitored areas free from any factors contributing to infestation, such as wood, debris, lumber, standing water, etc.
4. Owner will not apply or contract to apply any insecticide to baited/monitored areas and will disclose to the Company any and all prior and future pesticide treatments.
5. Owner will pay to replace missing and/or damaged stations.
6. Owner will not move, open, or handle monitor stations, bait tubes, or any part of the system.

**C. OWNERSHIP OF BAIT STATIONS**

1. All of the components of the Pest Guard Systems ("Compounds") are and will remain the property of Team PEST USA. The purchaser has no rights to any of the components, other than the right to their use as installed by the Company on the purchaser's premises under this plan. The Pest Guard System has NO residual effect and infestation is possible after its removal.
2. On the expiration or termination of this Agreement, the Company or its representative are authorized by the Purchaser to retrieve from the Purchaser's premises the Stations and other Components contained therein for appropriate disposition.

**D. GENERAL TERMS AND CONDITIONS**

1. The Termite Baiting program is designed to reduce and/or eliminate termite activity to provide the structure with protection from future infestation. Achievement of this and result may take several months or in some cases longer depending on the size and number of termite colonies present, the number of conducive conditions, the treatment method used, and the number of stations used and their placement. Additional damage may occur during this time because of the nature of the control program. The Company reserves the right to substitute or modify this program.
2. This agreement covers the premises diagrammed on the attached Graph and Specifications as of the date of the initial treatment, and in the event that the customer effects structural changes to the treated premises, disturbs the surrounding grounds and/or constructs additional structures on the premises, including but not limited to guest houses, basement/crawl space encapsulation, swimming pools, tennis courts, landscaping and landscaping timbers, etc., after the date of initial treatment, this agreement shall terminate unless customer gives the Company advance notice of such construction and agrees to pay such additional amounts as are necessary to maintain the efficiency of the system for all structures on the premises. The Company may also adjust the Monitoring Fee in accordance with such additional structures and/or construction.
3. Customer shall promptly advise the Company in the event that any of the monitoring or bait stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same. Any cost incurred including labor and materials shall be the responsibility of the customer at a current cost of \$10.00 per station plus labor.
4. **Although the Company will exercise reasonable care installing, inspecting or removing the bait stations, Customer agrees to hold the Company and its agents harmless for any landscaping blemished, damages to gas lines, plumbing, or electric conduit.**
5. This agreement is not valid unless actual work is performed and paid for as promised in this agreement. Should Customer fail to pay as agreed, the Company is released from liability and a collection fee equal to the price of the work performed as indicated in the contract, plus a removal fee of \$10.00 per station will be assessed. The customer agrees to pay all costs of collection including but not limited to interest on unpaid balance equal to 1.75% (21% per year) per month, court costs, legal fees, collection fees and reasonable attorney's fees.
6. **Rigid Board Insulation Provision.** Rigid board insulation, foam board and similar materials such as polystyrene and polyisocyanurate (hereinafter collectively referred to as "RBI") are conducive to infestation by wood destroying organisms. RBI can provide a pathway for wood destroying organisms into structure. Many times, RBI is hidden and not detectable due to coverings such as stucco and siding, or when RBI is between joints, walls or foundations. The presence of RBI in structures makes it difficult, and sometimes impossible to control infestations by wood destroying organisms. If RBI exists in the structure covered by this agreement, the Company will use its best efforts to control subterranean termites pursuant to its subterranean retreatment termite agreement. However, the Company will not be obligated to continue to retreat the structure once it becomes apparent to the Company, that RBI is preventing its treatments from effectively controlling subterranean termites at the structure, in no event will the Company be responsible for infestation or damage which occurs due to RBI.
7. Structural and mechanical defects, which result in water leakage or moisture build up to interior areas through the roof or exterior wall of the premises may destroy the effectiveness of the Company's treatment, thereby permitting ground or aerial infestation to continue after the date of the initial treatment. If such a condition is discovered, I agree not to hold the Company responsible for any damage repairs and to correct the structural or mechanical defect(s) at my expense. Failure to do so after instructed will cause this agreement to be null and void as of that date. The Company will upon completion of said repair, provide additional coverage deemed necessary to control the infestation in the area.
8. Form II exclusions: A Form II letter is required by the Georgia Structural Pest Control Commission when a structure is not being treated to minimum treatment standards. Due to this fact, any structure that requires a Form II letter as part of this initial treatment may not qualify for a repair and retreatment coverage. If Form II is agreed upon, the owner hereby agrees to sign Form II and/or Assign responsibility for any damage or repairs associated with the deviations from the minimum treatment standards. If customer treatment of the Company, it successors and/or Assigns from any and all liability from treatment, retreatment, repair of any area associated with or identified on Form II letter. The later release of these is elected by the Customer, the Customer agrees to be responsible for the preparation for the treatment but not limited to removal of floor coverings, decks, wall porches, access panels, creating openings, EIFS (Stucco), foundation insulation (RBI), similar foundation coverings and/or staircases.
9. **ARBITRATION:** The purchaser and Company agree that in the event of a dispute between either party, to settle by mutual arbitration pursuant to the GA UNIFORM ARBITRATION ACTS. Purchaser also agrees to first notify Company of any dispute and allow reasonable time, up to, but not limited to, 90 days for corrections.
10. It is understood and agreed between both parties that this contract, the attached Graph and Specifications and the Warranty constitute the complete agreement between the parties and that said agreement may not be changed or altered in any matter, oral or otherwise by any representative of the Company unless alteration or change be in writing and executed by a Corporate Officer of the Company under its corporate seal.
11. THE GEORGIA STRUCTURAL PEST CONTROL ACT REQUIRES ALL PEST CONTROL COMPANIES TO MAINTAIN INSURANCE COVERAGE. INFORMATION ABOUT THE COVERAGE IS AVAILABLE FROM THE PEST CONTROL COMPANY.

**CANCELLATION CLAUSE**

NOTICE TO BUYER: I may cancel this transaction anytime prior to midnight of the third business day after the date of this transaction with a written notarized letter. Any deposit is non-refundable if a written notarized letter is not received within this time.