

Note:

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

Subject to any limitations or restrictions set forth in the Graph and Specifications, and to the General Terms and Conditions below, **Terminator Pest Solutions LLC** will put into effect a Retreatment Guarantee which obligates **Terminator Pest Solutions LLC** at no extra 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 guarantee. I understand that **Terminator Pest Solutions LLC** obligations under this guarantee is limited to retreatment only. I expressly release **Terminator Pest Solutions LLC** from any obligations to repair any damages to my structure or its contents caused by an infestation of Subterranean Termites.

GENERAL TERMS:

1. It is agreed that under this contract **Terminator Pest Solutions LLC** is not responsible for the repair of visible damage existing as of the date of this contract except as such damage is described on the Graph and Specifications and for which a specific charge for the repair of same is made. It is possible that damage may as of the date of this contract, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspection. For this reason, **Terminator Pest Solutions LLC** cannot guarantee that the damage disclosed by visual inspection of the premises (and which are indicated on the Graph and Specifications) represents the entirety of damage which may exist as of the date of initial treatment. It is specifically understood, therefore, that **Terminator Pest Solutions LLC** shall not be responsible for the repair of any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this contract.

2. Structural and mechanical defects, which result in water leakage in interior areas or through the roof or exterior wall of the premises may destroy the effectiveness of **Terminator Pest Solutions LLC** treatment, thereby permitting infestation to continue after the date of the initial treatment. If such a condition is discovered, it is agreed that the customer will be responsible for making such repairs as are necessary to correct the structural or mechanical defect and **Terminator Pest Solutions LLC** will, upon completion of said repair, provide additional treatment deemed necessary to control the infestation in the area.

3. Any claim for breach of any guarantee shall be made in writing to **Terminator Pest Solutions LLC**. No suit shall lie hereunder unless the provisions of paragraph 4 have been complied with and unless brought within one year after the making of said written demand.

4. I agree that **Terminator Pest Solutions LLC** obligations under this agreement and my guarantee shall be canceled if **Terminator Pest Solutions LLC** cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, lack of usual means of transportation, my failure to allow **Terminator Pest Solutions LLC** access to my building for any purpose, specifically including reinspection, whether the reinspection was required by me or by **Terminator Pest Solutions LLC** or any other reason beyond **Terminator Pest Solutions LLC's** control.

5. This agreement covers the premises diagrammed on the attached Graph and Specifications as of the date of actual treatment, and in the event the premises are structurally modified, altered or otherwise changed after the date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the owner and **Terminator Pest Solutions LLC** to reinspect the premises, provide additional treatment and/or adjust the annual renewal fee.

6. It is understood and agreed between the parties that this contract, the attached Graph and Specifications and the Guarantee constitute the complete agreement between the parties and that said agreement may not be changed or altered in any manner, oral or otherwise by any representative of **Terminator Pest Solutions LLC** unless alteration or change be in writing and executed by a corporate officer of **Terminator Pest Solutions LLC**

7. It is understood and agreed between the parties that any guarantee issued pursuant to this contract is subject to the limitations and restrictions, if any, set forth in the Graph and Specifications.

8. It is specifically understood and agreed that **Terminator Pest Solutions LLC** and the buyer are bound only by the terms and conditions of this agreement and not by any other representations, and/ or otherwise.

9. If my building has any moisture or structural conditions, which support Subterranean Termites after **Terminator Pest Solutions LLC's** initial treatment under this agreement, then I agree not to hold **Terminator Pest Solutions LLC** responsible for any damage repairs.

10. Upon receipt of full payment, **Terminator Pest Solutions LLC** will put into effect the type guarantee noted on front side. My guarantee will cover the structures described in the attached graph(s) upon full payment of initial charges for treatment and any related services. My guarantee may become effective for 1 years as long as I pay my annual renewal fee on or before each anniversary effective date. After 1 years it will be my option to pay **Terminator Pest Solutions LLC** to retreat my structure(s) or to drop my guarantee. Should I decide to have my structure(s) treated by **Terminator Pest Solutions LLC**, my new guarantee may become effective for another 1 years as long as I pay my annual renewal fee on or before my new anniversary date.

11. **Access to Property:** Purchaser agrees to allow **Terminator Pest Solutions LLC** direct access to the premises as deemed necessary by **Terminator Pest Solutions LLC** for inspection, treatment or any other purpose contemplated by this agreement. Purchaser shall be solely responsible for the full cost to remove and replace any floor coverings, raised hardwood staircases or other structural features which provide direct access by **Terminator Pest Solutions LLC**. If Purchaser fails to abide by these conditions, then **Terminator Pest Solutions LLC** shall have the right to terminate this agreement immediately.

12. **Chemical Sensitivity:** **Terminator Pest Solutions LLC** applies all chemicals according to the manufacturers' instructions, however, if anyone entering the premises is sensitive to chemicals or chemical odors, **Terminator Pest Solutions LLC** recommends that you contact a physician prior to treatment. **Terminator Pest Solutions LLC** shall have no liability for side effects caused by chemicals or chemical odors.

13. **OWNERSHIP AND REPLACEMENT OF COMPANY TERMITE BAITING SYSTEM COMPONENTS:** The Customer understands that all of the components of the Company Termite Baiting System ("Components") are and will remain the property of **Terminator Pest Solutions LLC**. If any of the Components are destroyed or damaged by Customer, or Customer's licensees or agents, **Terminator Pest Solutions LLC** may require Customer to pay the costs of replacement of any of the damaged Components. Upon the expiration or termination of the Agreement, **Terminator Pest Solutions LLC** or its authorized representatives are authorized by Customer to retrieve from Customer's premises all Components.