



JACKSONVILLE
4575 SAINT AUGUSTINE RD
JACKSONVILLE, FL 32207-7229
9047399883

Contract #: 5338-091418185955-2679

Inspection Date: 09/14/2018

Inspector: SWANDA, JAMES

Homeowner Name: ROB WORKS

Address: 731 7TH AVE S

City State Zip: JACKSONVILLE BEACH, FL, 32250-5241

Home Phone:

Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet: 80 Built Pre 1985: ☐ Primary Use: Single Family Dwelling
of Stories: 1 Roof Type: Shingle Roof Foundation Type: Hollow Block
Construction Type: Supported Slab Siding: Wood Industry Type: _____
Square Footage: _____ Lot Size: _____ # of Gas Meters: _____
Cubic Feet: _____ Eave Height: _____ Peak Height: _____

PROPERTY HAS A:

Cistern: _____ French Drain: _____ Well: _____
Visible Pond, Lake, Stream, or Waterway: _____ Sprinkler System Present: _____
Exterior Slab (False Porch) Over Basement Area: _____ Gas Meter Have 3' Clearance: _____

CONDUCTIVE CONDITIONS

| | |
|--|---|
| Indications of pests, rodents, termites, wildlife, or other wood-destroying pests? | Live Subterranean Termites Found? |
| Damage Found? | Trees/shrubs on or against home? |
| Conditions on or around foundation conducive to termite attack? | Foundation slab/wall visible? |
| Conditions allowing water to collect around structure? | Openings large enough for pest/rodent/wildlife entry? |
| Gutters and downspouts clear of debris and standing water? | Siding Less Than 6" From Grade? |
| Styrofoam Insulation or "DRI-VIT" Below Grade? | Wood embedded in concrete? |
| Breeding Sites: | |



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump: A/C - Heat Ducts in or Below Slab:

Plenum A/C - Heat System: Radiant Heat:

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites,
Wildlife, Or Other Wood-Destroying Pests?

Live Subterranean Termites Found?

Damage Found?

Obvious Signs Of Leaks?

Musky Odors?

Bath Traps Installed Where Applicable?

Wall Separation/Cracks?

Sagging Or Bouncing Floors?

ATTIC

Number Of Attics: 1 Attic Access Location: Garage - Pull Down Stairs

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation?

Adequate Insulation R-Value?

Obvious Signs Of
Leaks?

Attic Vents Screened?

Asbestos Present?

CRAWL SPACE

Number Of Crawl Spaces: 0 Crawl Space Access Location: None

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

Excessive Moisture?

Visible Plumbing Leaks?

Cracked foundation
walls/supports?

Sagging Or Cracked
Floor Joists?

Wood-Earth Contact?

Wood Debris In Crawl
Space?

Inadequate Ventilation In
Crawl Space?

Wood Embedded In
Concrete?

Entire Crawl Space
Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

None

Date:

09/14/2018

TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:

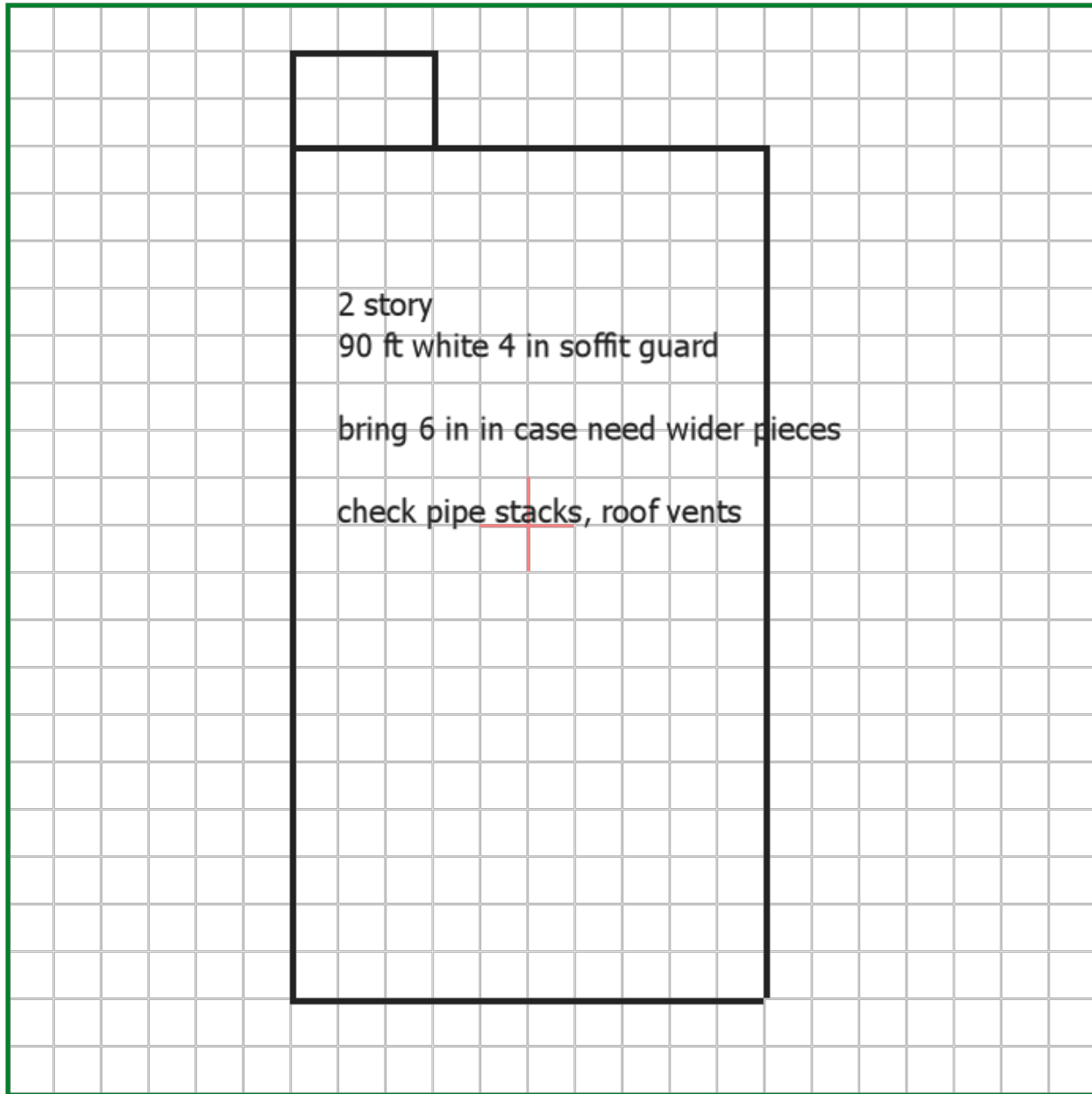


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Scale 1:1










































This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible 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.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

| | | | | | | | |
|---|--------------------|---|------------------|---|----------------------------------|---|----------------------|
|  | Exterior Gas Grill |  | Water Shut-Off |  | Sprinkler Shut-Off |  | Gas Meter |
|  | Air Conditioner |  | Cistern |  | Exterior Slab Over Basement Area |  | Inaccessible Area(s) |
|  | Sump Pump |  | Visible Waterway | | | | |

KEY TO EVIDENCE

| | | | | | | | |
|---|----------------------------------|---|---|---|---|---|---|
|  | Access Holes Allowing Pest Entry |  | Ant Activity |  | Bed Bug Activity |  | Bird Activity |
|  | Carpenter Ants |  | Cellulose Debris |  | Dampwood Termites |  | Drywood Termites |
|  | Earth Contact |  | Existing Damage |  | Excessive Moisture |  | Fungus |
|  | Faulty Grade |  | Flies |  | Formosan Termites |  | Gnaw Marks/Debris (Rodent) |
|  | Large Gaps |  | Mice |  | Mosquitoes |  | Missing Screens/Vent Covers |
|  | Possible Hidden Damage |  | Powder Post Beetles |  | Powder Post Beetle Damage |  | Rigid Board / Foam Insulation At Or Below Grade |
|  | Roaches |  | Rigid Board / Foam Insulation at or Below Grade |  | Rodents |  | Rodent Waste (Droppings) |
|  | Rodent Droppings |  | Rodent Tunneling In Insulation |  | Rodent Tunneling Under Slab Or Concrete Pad |  | Rub Marks (Rodent) |
|  | Siding Less Than 6" From Grade |  | Spiders |  | Styrofoam Insulation Or DRI-Vit Below Grade |  | Subterranean Termites |
|  | Termite Damage |  | Active Termites |  | Wood Boring Beetles |  | Wood Debris In Crawlspace |
|  | Wood Embedded In Concrete | | | | | | |



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

| | | | |
|------|---|------|---|
| 117 | Trench or trench/rod soil adjacent to exterior foundation walls | 117A | Vertically drill exterior attached slabs and treat soil beneath along point of attachment |
| 118 | Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath | 120 | Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure |
| 121A | Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure | | |
| 121B | Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP | | |
| 121C | Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP | | |
| 128 | Trench, remove, and treat soil by the Backfill Method (see label) | 129 | Drill and treat voids of a double brick foundation wall per product label specifications |
| 130 | Drill and treat voids of a stone foundation wall per product label specifications | 131 | Drill and treat voids of a triple brick foundation wall per product label specifications |
| 132 | Drill and treat voids of a hollow block foundation wall per product label specifications | 133 | Drill and treat voids of a brick veneer foundation wall per product label specifications |
| 134 | Drill and treat all voids of a chimney per product label specifications | 138 | Drill and treat a subterranean termite infested wooden sill or plate |
| 140 | Drill and treat a subterranean termite infested wooden joist/s | 145 | Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests |
| 146 | Make small openings into termite shelter tubes and inject product inside | 147 | Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths |
| 160 | Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply | | |
| 501 | Install In-ground Monitoring Station | | |

NON-CHEMICAL TREATMENT SPECIFICATIONS

| | | | |
|------|--|-----|--|
| 101 | Provide at least 14" clearance between wood and soil in the crawl space | 102 | Install access to ceiling of basement for inspection and/or treatment |
| 104 | Install door/s to provide access for treating soil adjacent to plumbing | 105 | Install crawl space access door |
| 106 | Install Automatic Vents | 109 | Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space |
| 109A | Remove form boards | 110 | Scrape off termite tunnels |
| 111 | Set wooden supports on concrete pads to properly insulate wood to soil contact | 135 | Cut off stucco at least 3" above grade and remove stucco below grade |
| 149 | Remove wood to ground contacts | 152 | Break ground contact on step stringers |
| 161 | Prepare floor surface for drilling | 205 | Install a vapor barrier over the soil of a crawl space |
| 206 | Install floor supports to provide additional support | | |



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

| | | | |
|-----|--|-----|--------------------------------------|
| 122 | Vertically drill basement concrete slab floor and treat the soil beneath | 144 | Drill and treat basement door frames |
|-----|--|-----|--------------------------------------|

CRAWL SPACE TREATMENT SPECIFICATIONS

| | | | |
|-----|---|-----|--|
| 114 | Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space | 115 | Trench or trench and rod soil adjacent to the piers of a crawl space |
| 116 | Trench or trench and rod soil adjacent to soil pipes of a crawl space | 119 | Trench or trench and rod soil adjacent to a chimney of a crawl space |

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

| | | | |
|-----|---------------------------------------|-----|---|
| 900 | Trap - Wildlife | 901 | Install Mushroom/Turbine Vent Cage - Roof |
| 902 | Seal Mushroom/Termite Vent - In Attic | 903 | Install Plumbing Vent Cap - Roof |
| 904 | Screen Gable Vent | 905 | Screen Foundation Vent |
| 906 | Screen Soffit Vent | 907 | Repair Roof Return |
| 908 | Seal Pipe Penetration | 909 | Seal Hole In Wall/Foundation, Floor, Etc. |
| 910 | Install One-Way Door Exclusion Cage | 911 | Install Garage Door Seal |
| 912 | Install Dryer Vent Cover - Wall | 913 | Install Oven Vent Cover - Wall |
| 914 | Install Oven Vent Cage - Roof | 915 | Install Chimney Cap |

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

| | | | |
|-----|--|-----|--|
| 171 | Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes | 172 | Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft) |
| 173 | Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab | 174 | Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall |

SLAB TREATMENT SPECIFICATIONS

| | | | |
|------|---|-------|--|
| 122A | Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath | 123 | Treat soil adjacent to plumbing penetrations |
| 123A | Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath | 123AA | Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath |
| 124 | Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside | 126 | Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab |



RODENT EXCLUSION SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION AND MONITORING OF A PEST EXCLUSION SYSTEM TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN RODENTS.

Purchaser (print name) ROB WORKS Home Phone _____ Work Phone _____
Mailing Address 731 7TH AVE S, JACKSONVILLE BEACH, FL 32250
Property Address 731 7TH AVE S, JACKSONVILLE BEACH, FL 32250-5241
Description of Structure(s) Covered House Email bworks84@gmail.com
Estimated Start Date _____ Estimated Completion Date _____

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser acknowledges, accepts and agrees that:

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state-required documents for the rodenticide(s), which will be applied to the Structures.

Terminix has provided the Purchaser with an Inspection Graph as described in Section 3-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Purchaser has reviewed and agrees to the Roof Damage Waiver provision set forth in Section 7-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

SERVICE / PAYMENT TERMS

| | | |
|--|----|---------|
| INITIAL CHARGE* (Installation Services & Exclusion System Components)..... | \$ | 1080.00 |
| ANNUAL RENEWAL CHARGE*..... | \$ | 200.00 |
| BILLING FREQUENCY..... | | Annual |

*Excludes tax (if applicable)

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 19 and 20 of the Terms and Conditions on page 2 of this Agreement:

In the event that events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by Purchaser and Terminix.

Purchaser Name: ROB WORKS Purchaser (Signature): _____ Date: 09/14/2018

Representative Name: SWANDA JAMES Representative (Signature): _____ Date: 09/14/2018

Terminix Branch Phone: 9047399883 Terminix Branch Charter No.: _____

Terminix Branch Address: 4575 SAINT AUGUSTINE RD. JACKSONVILLE, FL 32207-7229

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

STATE-SPECIFIC DISCLOSURES:

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

FOR GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

FOR VIRGINIA RESIDENTS: Virginia: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559

www.terminix.com Key #37792 Residential Exclusion Services Annual Version (v 6.20.2014) Rev
10/2015

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TERMS AND CONDITIONS

- 1. INITIAL TERM; RENEWAL.** 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 one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the *Annual Renewal Term Fee* set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. Terminix reserves the right to revise the *Annual Renewal Term Fee* following the expiration of the second Renewal Term.
- 2. FEES.** Purchaser shall pay the fees for Installation of the Exclusion System and purchase of the Exclusion System Components in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
- 3. INSPECTION GRAPH.** This Inspection Graph prepared by Terminix and provided to Purchaser is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified Structures for purposes of identifying access points utilized by Covered Pests to gain entry to the Structures and any existing infestations of Covered Pests.
- 4. COVERED PESTS.** The obligations of Terminix hereunder only apply to the following pests: commensal rodents (including rats and mice), bats, tree squirrels and flying squirrels and pigeons, starlings and sparrows (collectively "Covered Pests").
- 5. EXCLUDED PESTS.** The following pests are not covered by this Agreement and Terminix shall have no obligations hereunder with respect to such pests: *insects, spiders and wildlife (including, but not limited to, raccoons, opossums, skunks, armadillos and snakes [whether venomous or non-venomous], groundhogs, rabbits, ground squirrels, chipmunks, foxes, large lizards, pocket gophers, voles, moles, alligators, beavers, muskrats, marmots, porcupines and deer) or any other pests not specified as a Covered Pest in Section 4—Covered Pests (collectively "Excluded Pests").*

THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY EXCLUDED PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY EXCLUDED PESTS.

- 6. LIMITED EXCLUSION PLAN SERVICES; NO DAMAGE WARRANTY.** The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Analyzing the Structures on Purchaser's premises to identify actual and potential entry points to the Structures that could be used by Covered Pests to gain access to the Structures; (b) Identifying any existing infestations of Covered Pests; (c) Sealing of all entry points through installation of screens, excluder fabrics and sealants (the "Exclusion System Components") in the locations identified on the Inspection Graph attached to this Agreement to prevent Covered Pests from entering the Structures; (d) Controlling for and mitigating against infestation of Covered Pests existing at time of inspection using rodenticides and/or traps; (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 and/or any actual entry to the Structures by Covered Pests and resulting infestations; (f) Subject to Section 9—Purchaser Cooperation, repairing or replacing any Exclusion System Components damaged by Covered Pests and/or installing additional Exclusion System Components to seal new access points utilized by Covered Pests to gain entry to the Structures; and (g) Controlling for and mitigating against infestations of Covered Pests which actually gain entry to the Structures. EXCEPT FOR REPAIRS TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY COVERED PESTS 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, WHETHER COVERED PESTS OR EXCLUDED PESTS, TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT COVERED PESTS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
- 7. ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL THE EXCLUSION SYSTEM COMPONENTS, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF PURCHASER'S STRUCTURES 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 STRUCTURES, 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.
- 8. ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation and monitoring of the installed Exclusion System Components and controlling for and mitigating against Covered Pests which gain entry to the Structures. The failure to allow Terminix such access will terminate this Agreement without further notice.
- 9. 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 covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by 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.
- 10. 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.

- 11. 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 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. 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.
- 12. 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 ten (10) days of the occurrence of such Alterations. 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. Terminix reserves the right to increase the *Annual Renewal Term Fee* as a result of the Alterations.
- 13. OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. In addition, Terminix reserves the right to revise the *Annual Renewal Term Fee* upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised *Annual Renewal Term Fee*, this Agreement will terminate automatically as of the date of the change of ownership.
- 14. 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.
- 15. 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 revise the *Annual Renewal Term Fee* or terminate this Agreement.
- 16. 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, including reasonable attorney's fees, 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.
- 17. 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 this Agreement will constitute acceptance of any such changes.
- 18. SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining terms and conditions of this Agreement shall remain in full force and effect.
- 19. MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
- 20. CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
- 21. GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
- 22. ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitute the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



Summary of Charges

| | Product | Renewals | Amount | Tax | Discount | Total Amount |
|-------------------|-----------------------|----------|-----------|--------|----------|--------------|
| Initial Term | Residential Exclusion | | \$1080.00 | \$0.00 | \$0.00 | \$1080.00 |
| Pre-Paid Renewals | Residential Exclusion | 1 | \$180.00 | \$0.00 | \$0.00 | \$180.00 |
| Grand Total: | | | | | | \$1260 |

| Product | Merchandise | Quantity |
|---------|-------------|----------|
|---------|-------------|----------|

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

Visa ending in 7375 exp. 0523

\$200.00

Residential Exclusion

Authorization

Purchaser Name: ROB WORKS Purchaser (Signature): _____ Date: 09/14/2018

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Terminix Authorization

Purchaser Name: ROB WORKS Purchaser (Signature): _____ Date: 09/14/2018

SMAC Authorization



Purchaser Name: ROB WORKS

Purchaser (Signature): _____

Date: 09/14/2018



JACKSONVILLE
4575 SAINT
AUGUSTINE RD
JACKSONVILLE, FL
32207-7229
9047399883

Notice of Cancellation

Inspection ID #: 5338-091418185955-2679
731 7TH AVE S
JACKSONVILLE BEACH, FL 32250-5241

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR TERMINIX TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

DATE OF TRANSACTION: 09/14/2018

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

JACKSONVILLE
4575 SAINT AUGUSTINE RD
JACKSONVILLE, FL 32207-7229
9047399883

NOT LATER THAN MIDNIGHT OF: 09/17/2018

THEREBY CANCEL THIS TRANSACTION _____ Date: _____



JACKSONVILLE
4575 SAINT AUGUSTINE RD
JACKSONVILLE, FL 32207-7229
9047399883

Contract #: 5338-091418185955-2679

Inspection Date: 09/14/2018

Inspector: SWANDA, JAMES

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://www.terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**
View and schedule service visits
- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



Find reviews and ratings by other customers.
[consumeraffairs.com/homeowners/terminix](https://www.consumeraffairs.com/homeowners/terminix)



Content of my **first** pdf