RETAIL INSTALLMENT AGREEMENT - TEXAS

Total Name	BUYER:						
Last Name First Name ☐ Mr ☐ Ms	BOTEN.		. M 1		SELLER: BR Branch Name	ANCH # 2 5 1 7 Plano	
Mrs Number & Street Address						608 Development Dr. #1	100
Number & Street Address					Address		100
					City, State, Zip	Plano, TX. 75074	
City					Branch Phone#	800-837-6464	
Olty				A	ccount # (Requ	iired)	
State ZIP Social Security or Federal			Description of se			ervices:	
Home Phone					ype of Termite: Drywood Subter	rranean Combo Other	□ N/A
		Credit Conf	irm #		ERVICE TYPE	rialiean Combo Ciner	L 19/A
		Office use	only	$\exists \mid \ $	ETTOLITE		
Email Address							
Email Address							
Number & Street Address if I	location of premises to be serviced i	s different than	above	т	he services/pro	oduct will be provided for:	
City	Si	tate Z	ŽIP		Personal, family, o	or household purposes rcial, or agricultural purposes	
Financed(Line 3F),	PAY: You agree to pay together with interest at the H-IN-LENDING DISCLOST	the Annual				ch is equal to the Amountelow.	t
7.11.11.07.1.	FINANCE CHARGE		NT FINANCED		TOTAL OF	TOTAL SALE P	
	The dollar amount the		mount of credit		PAYMENTS	The total cost	
RATE	credit will cost you.		ded to you or		amount you wil		
The cost of your credit as a		ony	our behalf.		e paid after you ave made all	your down paym	ent or
yearly rate.					eduled payment	S. (Line 25	-\
	1				, , , , , , , , , , , , , , , , , , , ,	(Line 3E	=)
%							
Vour payment sch	(Line 3G)	(L	ine 3F)	1	(Line 3H)	(Line 3I)	
Your payment schedule will be: Number of payments				Payment Amount		Monthly Beginning	
Number	r of payments		Payment	Amoun	it	Monthly Beginning	
	This option is only available with extension		Payment	Amoun	t	Monthly Beginning	
	This option is only available with extension applicable items that meets terms of	payment.	-		t	Monthly Beginning	
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THIS IS A CONSUMER CREDIT TRANSACTION. Version 3.2



- 5. DATE FINANCE CHARGE BEGINS TO ACCRUE: 30 days prior to the first payment due date.
- 6. RETURNED INSTRUMENT CHARGE: If your check or instrument is returned unpaid for any reason, you will pay a service charge equal to \$30.
- 7. PAYMENTS: You agree to make payments as set forth in the payment schedule in Section 2, and to pay the entire outstanding balance of this Contract on the final scheduled payment date. You may make principal prepayments without penalty. However, prepayments will not change the due dates of your scheduled payments until all amounts owing have been paid in full. If you make monthly payments and pay off the Amount Financed (Line 3F) plus the minimum finance charge (Section 8) before the third payment due date, your account will be paid in full. Payment must be made to the address set forth below, or another address designated in writing by Seller or its authorized agent.
- 8. MINIMUM FINANCE CHARGE: To the extent permitted by applicable law, if you pay off your loan early, you agree to pay, in addition to the Total Cash Price, a minimum finance charge (if greater than the accrued periodic finance charge) of up to \$12.
- 9. DEFAULT CONSEQUENCES: If you fail to pay any payment within 30 days of its due date, or upon your bankruptcy, death, or incompetence, you will be in default, and Seller can require your entire obligation (less the unearned FINANCE CHARGE) to be paid at once. Upon default, interest will accrue on your unpaid obligation at a rate per annum equal to the Annual Percentage Rate shown until paid in full, if permitted by applicable law.
- 10. WAIVER OF RIGHT TO RECEIVE NOTICE OF INTENT TO ACCELERATE AND NOTICE OF ACCELERATION: If you default, or the Seller believes in good faith that you are not going to keep any of your promises, the Seller can demand that you immediately pay all that you owe. The Seller does not have to give you notice that the Seller is demanding or intend to demand immediate payment of all that you owe.
- 11. COLLECTION COSTS AND ATTORNEY'S FEES: To the extent permitted by applicable law, if you are in default, you will pay reasonable costs of collection, including, but not limited to, court costs, attorney fees and collection agency fees.
- 12. SECURITY INTEREST: Seller takes no security interest or lien in any of your real or personal property. Seller also waives its right, if any, to encumber any of your real or personal property with any pre-judgment lien arising from your obligations hereunder.
- 13. WARRANTY DISCLAIMER: YOU UNDERSTAND THAT NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS, ARE PROVIDED WITH THIS CONTRACT. YOU MAY RECEIVE CERTAIN WARRANTIES FROM SELLER IN A SEPARATE AGREEMENT.
- 14. INSURANCE: NO CREDIT LIFE OR CREDIT DISABILITY OR OTHER INSURANCE IS SOLD WITH THIS CONTRACT.
- 15. SEVERABLE PROVISIONS AND GOVERNING LAW: If any part of this Contract is unenforceable, such part will not make any other parts unenforceable. The laws of the state where services will be rendered shall govern this Contract. References in this Contract to "you" and "your" mean the buver.
- 16. EFFECT OF SIGNATURE: Seller's signature has the effect of Accepting the terms and conditions of this Contract and Assigning this Contract to The ServiceMaster Acceptance Company L.P. ("SMAC") effective six (6) business days after signing and subject to the provisions of the Master Servicing Agreement between Seller and SMAC. You agree that this Contract may be assigned.
- 17. MANDATORY ARBITRATION: You agree that any claim, dispute or controversy ("Claim") between you and either (1) Seller or (2) SMAC or (3) any holder of this Contract, or the employees, agents or assigns of any of them, and any Claim arising from or relating to this agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the applicable rules of the AAA in effect at the time the Claim is filed. Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which you reside. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own fees, costs and expenses and the arbitration fees as designated by the AAA rules. However, for a Claim of \$15,000 or less, if you so request in writing, Seller or SMAC will pay your arbitration fees due to the AAA to the extent they exceed any filing fees that you would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of thi
- 18. This Contract may be transmitted or recorded electronically or by facsimile, and an electronic or facsimile copy shall be equivalent to the original, including for purposes of evidence and proving the existence and terms of the Contract

CONSUMER CREDIT COMMISSIONER NOTICE: To contact SMAC about this account, call (800) 937-2227. This Contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705- 4207; (800) 538-1579; (512) 936-7600, and can be contacted relative to any inquiries or complaints.

To contact SMAC about this account, call (800) 937-2227.

To contact TERMINIX about service-related matters, call (800) 835-5869

Monthly installment payments should be mailed to: SMAC – TMX PO Box 2092 Memphis, TN 38101-2092

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.