

**RETAIL INSTALLMENT CONTRACT - TEXAS****Buyer:****Seller:**

PLANO TPCL 570434 (2517)  
608 DEVELOPMENT DR STE 100  
PLANO, TX 75074-8345  
9724245572

**Service Address:**

**1. AGREEMENT TO PAY:** You agree to pay to Seller the Amount Financed, plus finance charges calculated at the Annual Percentage Rate set forth Section 2, below.

**2. FEDERAL TRUTH IN LENDING DISCLOSURES:**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of the credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of

**Your payment schedule will be:**

Number of Payments	Payment Amount	Monthly Beginning
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**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**LATE FEE:** See the contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

If you make monthly payments and pay off the Amount Financed plus a minimum service charge before the 3rd payment due date, your account will be paid in full.

**3. NOTICE TO THE BUYER**

**DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES.**

**YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.**

**UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.**

**KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.**

**BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, 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 FORM FOR AN EXPLANATION OF THIS RIGHT.**

**YOU AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED LEGIBLE COPY OF IT. This Contract contains a provision that requires dispute to be resolved through individual arbitration. See Section 17.**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**Buyer  
Signature:** \_\_\_\_\_

**Seller  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_**Employee:** JONES, IAN**Employee #:** 8895

**SEE ADDITIONAL PAGES FOR ADDITIONAL CONTRACT TERMS AND INFORMATION  
THIS IS A CONSUMER CREDIT TRANSACTION.**



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**ITEMIZATION OF THE AMOUNT FINANCED**

A. Cash Price for Initial Treatment/Product/Renewals	
B. Sales Tax	
C. Total Cash Price (A+B)	
D. Down Payment	
E. Amount Financed, Unpaid Balance of Cash Price, Unpaid Balance (C-D)	
F. Finance Charge	
G. Total of Payments (E+F)	

**Description of Services:**



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- 5. DATE FINANCE CHARGE BEGINS TO ACCRUE:** Finance charges begin to accrue 30 days prior to the first payment due date.
- 6. RETURNED INSTRUMENT CHARGE:** If any payment you make is returned unpaid, you will pay a returned payment charge of \$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 prepayments on the unpaid Amount Financed without penalty. However, prepayments will not change the due dates of your scheduled payments until all amounts owing have been paid in full.
- 8. FINANCE CHARGE:** Finance charges accrue on a daily basis. The finance charges you pay will depend on how you make the payments. Your actual finance charges may be more than the disclosed Finance Charges if you make the payments late or in less than the scheduled amount. Finance Charges are earned on a daily basis at 1/365th of the annual percentage rate (1/366th in a leap year).
- 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, finance charges 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:** Unless the Seller makes a written warranty, the Seller makes no warranties, express or implied, on the services provided, and, to the extent allowed by law, there will be no implied warranties of merchantability or of fitness for a particular purpose.
- 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 buyer.
- 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 Contract or the relationships which result from this Contract, 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](http://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 Contract 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 this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.
- 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**