

			Sentricon Service Agreement for Treatment of Subterranean Termite		
Name: Sample			Agent: sample		
Service Address: Sample			Billing Address: sample		
City: Sample	State: Sample	Zip: Sample	City: Sample	State: Sample	Zip: Sample
Phone: sample			Inspector: Sample		
Email: sample			Inspection Date: Sample		
Site Description: Single Family ☒ Apartment ☐ Commercial ☐ Other:			Install Date: sample		

Effective with the date of initial treatment, listed above, and for one year thereafter, Jay Taylor Exterminating Co., Inc. (hereinafter "JTEC") will install and monitor the *Sentricon* Termite Colony Elimination System for the control of subterranean termites to the premises described above for the sum of \$ sample to be paid in full upon completion of the initial treatment. This service agreement applies to subterranean termites only and does not cover Formosan Termites, Dry Wood Termites, Damp Wood Termites, Wood Decay Fungi, Powder Post Beetles, Old House Borers, or other Wood Destroying Insects.

At the sole discretion of JTEC, this Service Agreement may be renewed annually by making annual payments of \$sample payable on or before the anniversary date of each subsequent year, with JTEC reserving the right to adjust the annual renewal fee and/or service agreement after the initial period of the service agreement, or any subsequent anniversary date.

JTEC will, in compliance with all federal, state and local laws, rules, regulations and all applicable recommendations contained in literature provided by Dow AgroSciences, install and monitor the *Sentricon* Termite Colony Elimination System. Additionally, JTEC will re-inspect annually the premises described above and apply any additional treatment to such premises at no extra cost, if re-infestation by subterranean termites is found to exist, during the period this service agreement remains in force.

RE-TREATMENT AGREEMENT: Subject to the graph and the general terms and conditions outlined below, JTEC issues this re-treatment agreement which obligates JTEC to apply any necessary additional treatment to the premises described above if an infestation of subterranean termites is found to exist during the effective period of this service agreement at no extra cost. This service agreement is limited to chemical treatment of any re-infested areas. The CUSTOMER understands that JTEC's liability under this service agreement is limited to re-treatment only, the CUSTOMER expressly waives and releases JTEC from the liability for any claim for damages to the structure or its contents caused by an infestation of subterranean termites.

In the event of additions or alteration to the premises described above, the CUSTOMER must give prior notice and arrange with JTEC for additional services at the expense of the CUSTOMER. Such additions and alterations may also require an adjustment to the annual renewal fee. Failure to give notice of additions and alterations to the premises will terminate this agreement and release JTEC of any and all liability for any claim for damages to the premises.

This agreement is not assignable or transferable by the CUSTOMER but at the sole discretion of JTEC it may be transferred anytime the ownership rights change. This agreement is personal to the CUSTOMER and automatically terminates when any interest of ownership by the CUSTOMER in the covered property is transferred. However, if JTEC accepts transfer by written confirmation, then a transfer fee will be charged to the new owner and they must pay the annual renewal in accordance with the conditions previously stated in this agreement.

Any additional provisions attached hereto, including the General Terms and Conditions on the reverse side, waiver, the inspection graph and the *Sentricon* Terms and Conditions dated sample are part of this plan.

Notice: The CUSTOMER may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction by mailing a notice of your intent to cancel to Jay Taylor Exterminating Co., Inc., PO Box 3445, Wilmington, NC 28406.

CUSTOMER Name (Printed)	Date sample
CUSTOMER Signature	Date sample
Jay Taylor Exterminating Co., Inc. Representative	Date sample
Jay Taylor Exterminating Co., Inc. Licensee	License # <u>705PW</u>

General Terms & Conditions

1. **Existing Property Conditions:** It is agreed that under this agreement, JTEC is not responsible for the repair of visible damage existing as of the date of this agreement, 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 agreement, exist in unexposed areas of the structure or in areas which are inaccessible to visual inspections. For this reason, JTEC cannot guarantee that the damage disclosed by visual inspection of the premises (and which is indicated on the Graph and Specifications) represents the entirety of the damage which may exist as of the date of initial treatment. It is specifically understood, that JTEC 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 or Mechanical Defects:** Structural or mechanical defects which result in water leakage in interior areas or through the roof or exterior walls of the premises may destroy the effectiveness of JTEC's treatment, thereby permitting infestation to continue after the date of initial treatment. If moisture and/or structural conditions which are conducive to subterranean termite are found to exist, then JTEC shall be relieved of any and all liabilities. Additionally, it is agreed that the CUSTOMER will be responsible for making repairs to correct the structural or mechanical defects and that JTEC will upon completion of said repairs, provide additional treatment deemed necessary to control the infestation in that area.
3. **Notice:** Any claim for breach of this service agreement shall be made forthwith in writing to Jay Taylor Exterminating Company, Inc., P O Box 3445, Wilmington, N.C. 28406. No suit shall lie hereunder unless the provisions of Paragraph 4 have been complied with and unless brought within one (1) year after making of said written demand.
4. **Request for Repairs:** No request for repairs will be honored without written notice being given to JTEC of a new infestation of subterranean termites. Upon notification, JTEC will re-inspect and re-treat as deemed necessary by JTEC, and to determine if the infestation was a pre-existing condition of the property. A new infestation of subterranean termites is defined as evidence of covered subterranean termites arising after the effective date of this agreement; the definition excludes evidence existing at the time of the initial treatment. Unless the evidence is unaltered and live termites are found in the area, the evidence discovered is old and JTEC shall be relieved and indemnified of any and all liability. Any repairs made will be performed by a contractor of JTEC's choosing or approved PRIOR to the start of any repair.
5. **Disclaimer:** JTEC's liability shall be terminated and held harmless should JTEC be prevented from fulfilling its responsibilities under the terms of this service agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, force majeure, or failure by the customer to allow JTEC access to the premises for any purpose contemplated by this service agreement, specifically including re-inspection, whether such re-inspection was requested by the customer or deemed necessary by JTEC. Force majeure expressly includes but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortages of energy supplies, and acts of state or governmental action prohibiting or impeding JTEC from performing its respective obligations under the agreement. **EXCEPT AS OTHERWISE PROHIBITED BY LAW, JTEC DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA, AND/OR LOSS OF ENJOYMENT DAMAGES, THE OBLIGATIONS OF JTEC SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **Additions and Alteration:** 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 date of initial treatment, this agreement shall terminate unless a prior written agreement shall have been entered into between the CUSTOMER and JTEC to re-inspect the premises, provide additional treatment and/or adjust the Annual Renewal Fee. CUSTOMER agrees to notify JTEC of any additions or structural changes to the property and CUSTOMER agrees to pay any additional treatment cost deemed necessary to prevent infestation of subterranean termites. If owner fail to comply with each and all of these requirements, the agreement will be terminated.
7. **Limited Scope:** It is specifically understood and agreed that JTEC and the CUSTOMER are bound only by the terms and conditions of this agreement and not by any other representations, oral or otherwise. It is understood and agreed between the parties that any service agreement that is issued pursuant to this service agreement is subject to the limitations and restrictions, if any, set forth in the Graph and specifications. This service agreement applies to subterranean termites only and does not cover Formosan Termites, Dry Wood Termites, Damp Wood Termites, Wood Decay Fungi, Powder Post Beetles, Old House Borers, or other Wood Destroying Insects.
8. **Entire Agreement:** It is understood and agreed between the parties that this service agreement, the attached graph, waiver and specifications constitutes 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 JTEC unless alteration or change be in writing and executed by a corporate officer of JTEC under its corporate seal.
9. **Assignability:** This agreement is not assignable or transferable by the CUSTOMER but at the sole discretion of JTEC it may be transferred anytime the ownership rights change. This agreement is personal to the CUSTOMER and automatically terminates when any interest of ownership by the CUSTOMER in the covered property is transferred. However, if JTEC accepts transfer by written confirmation, then a transfer fee will be charged to the new owner and they must pay the annual renewal in accordance with the conditions previously stated in this agreement.
10. **Synthetic stucco:** Synthetic stucco construction is not covered under this service agreement. This product will void any claim for repairs against JTEC.
11. **Alternative Construction Methods:** All foam construction, including but not limited to spray foam insulation, open cell and closed cell insulation, rigid foam board and ICF construction are not covered under this service agreement. These products may not be visible at time of initial inspection but upon discovery will void any claim for repairs against Jay Taylor Exterminating Co., Inc. The presence or addition of a sealed crawl space will void any claim for repairs against Jay Taylor Exterminating Co., Inc. and it will be the property owner's responsibility to remove and replace the sealed crawl space to allow for any necessary retreatments of the premise or the service agreement will be terminated. Engineered Lumber, including but not limited to, I-Joist, LVL and RIM Board are not covered under this service agreement. The presence of any of these products will void any request for repairs and the CUSTOMER agrees that JTEC will be relieved of any and all liability.
12. **Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
13. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action or proceeding arising out of this Agreement shall be instituted and prosecuted only either in the courts of the County of New Hanover, or in the federal district courts for the Eastern District of North Carolina. Each party hereby consents to the personal jurisdiction of said courts and waives any right or defense relating to such jurisdiction. Each party further agrees that venue is properly laid in New Hanover County, North Carolina.
14. **Mediation:** Claims, disputes and other matters in question arising out of or relating to this Agreement by the CUSTOMER, shall be subject to mandatory pre-suit mediation prior to entering into any arbitration or the institution of any legal proceeding or equitable proceedings. Furthermore, the CUSTOMER expressly agrees to waive his/her right to a trial by jury in the event of litigation
15. **Class Action Waiver:** Any claim must be brought in the 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.

***Sentricon* Terms & Conditions**

Dow AgroSciences Ownership of the *Sentricon* System

1. All of the components of the *Sentricon* System are, and will remain, the property of Dow AgroSciences. The CUSTOMER has no rights to any of the components, other than the right to their use as installed by JTEC on the CUSTOMER's premises under this agreement.
2. On expiration or termination of this agreement, JTEC and Dow AgroSciences, or its representative, are authorized by the CUSTOMER to retrieve from the CUSTOMER's premises the stations and other components contained therein for appropriate disposition.
3. If JTEC for whatever reason, ceases to represent, or be authorized to represent, the *Sentricon* System,
 - a. JTEC will:
 - i. so notify the CUSTOMER;
 - ii. Offer the CUSTOMER the alternatives of either using a different form of termite protection or discontinuing this relationship (NOTE: Conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations of certain structures. In such event JTEC may not be able to offer a different form of termite protection, and therefore may have to discontinue the relationship).
 - iii. If the CUSTOMER and JTEC agree on use of a different form of termite protection, give the CUSTOMER credit for service paid for but not yet received:
 - iv. If the CUSTOMER elects to discontinue the relationship, or if JTEC cannot offer an effective different form of termite protection, refund to the CUSTOMER an amount equal to the fee paid for services not yet received, and
 - v. Retrieve, or advise Dow AgroSciences, or it's representative, where to retrieve the components from the Customer's premises; and
 - b. The Customer will:
 - i. grant JTEC and Dow AgroSciences, or it's representative, reasonable access to the premises for the retrieval of the components; and
 - ii. Either agree with JTEC on the use of a different form of termite control or elect to discontinue the relationship.