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SUBTERRANEAN TERMITE TREATMENT AND REPAIR SERVICE AGREEMENT

Owner/Agent Information	Property Information
Name _____	Owner or Tenant Name (if different) _____
Mailing Address _____	Address of structure to be treated _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
(____) _____ (____) _____ Home Phone Work Phone	(____) _____ (____) _____ Home Phone Work Phone

TREATMENT INFORMATION : Bug*Master, Inc. is authorized to treat the listed structure(s) for the:
 Control of Presumptive Evidence of Prevention of
SUBTERRANEAN TERMITES on _____ (Treatment Date)

PLEASE CALL US FOR INFORMATION REGARDING PEST CONTROL!

In consideration for the work to be performed as itemized below, and <u>subject to the General Terms and Conditions recorded on the reverse side of this agreement</u> , the undersigned agrees to make payment as follows:	Initial service charge..... \$ _____	Recommendations/Special Instructions: _____ _____ _____ Notice of Treatment Location _____ _____
	Sales tax (if commercial)..... \$ _____	
	Down Payment \$ _____	
	Balance due <u>upon completion</u> \$ _____	
A finance charge of 18% APR will be applied to all balances past due		
TYPE OF STRUCTURE	SLAB OR CRAWL (circle one)	LINEAL/SQUARE FOOTAGE
		√ IF GRAPH IS ATTACHED

REPAIR AND RETREATMENT AGREEMENT

The above agreement will be issued to the Owner/Agent upon completion of the initial treatment and payment in full. The Repair and Retreatment agreement is explained in detail and is subject to the general terms and conditions on the reverse side thereof. In summary, the Repair and Retreatment Agreement provides for any retreatment as necessary as well as repair of any new damage by Subterranean Termites to the structure at no additional cost to the Owner/Agent while under warranty.

RENEWABLE PROTECTION

The above agreement shall remain in force 12 months from the treatment date. Thereafter Bug*Master, Inc. will offer the Owner/Agent the option of renewing the agreement each year for an additional nine (9) years. The annual renewal fee will be \$ _____ (+ tax if commercial) for the first two (2) years with Bug*Master Inc. reserving the right to adjust the annual renewal fee for each of the remaining seven (7) years, by giving owner advance notice. The owner must pay the annual renewal fee on or before the expiration month (month of initial treatment) or the agreement will be terminated. Verbal or written authorization of the annual renewal binds the owner to payment of the annual renewal fee which is non-refundable and due on or before the expiration month. Based on the mutual consent of both Bug*Master, Inc. and the owner, Bug*Master, Inc. reserves the right to offer the owner an option to re-treat the structure (Booster Treatment) to establish another warranty cycle.

REINSPECTION

During the effective period of the agreement, Bug*Master, Inc. will reinspect the treated structure(s) at such intervals as Bug*Master, Inc. may deem necessary or annually upon the owner's request. No failure on the part of the owner to request reinspection shall in any way affect the owner's rights under this agreement. The owner agrees to make the treated structure available for reinspection.

NOTICE TO BUYER

You, the purchaser, may cancel this agreement within seventy-two (72) hours of execution by giving written notice of cancellation by registered mail to Bug*Master, Inc. I hereby waive (3) day period of cancellation so that Bug*Master, Inc. may perform the service listed above.

_____	_____	_____	_____
Bug*Master, Inc. Associate	Date	Owner/Agent Signature	Date

YOUR NEIGHBORS TRUST US TO PROTECT THEIR HOMES FROM PESTS. SHOULDN'T YOU?

SUBTERRANEAN TERMITE DAMAGE REPAIR WARRANTY LIMITATION OF LIABILITY

Subject to graph and specifications and general terms and conditions below, **Bug*Master, Inc.** will provide for retreat and repair protection against new damage to the structure by Subterranean Termites up to the amount indicated below. **OLD DAMAGE (DAMAGE OCCURRING PRIOR TO THE FIRST NINETY DAYS FOLLOWING THE INITIAL TREATMENT DATE) IS NOT COVERED.** **Bug*Master, Inc.** will make such repairs as necessary to correct new damage at no extra charge provided:

- A. Live Subterranean Termites are visibly evident in damaged areas. Unless live Subterranean Termites are found in damaged areas, the damage will be considered old damage and will not be covered under this warranty.
- B. Verification of the evidence by **Bug*Master, Inc.** personnel before it is altered or destroyed.
- C. The repair work will be performed and/or supervised by **Bug*Master, Inc.** personnel only, unless otherwise agreed upon in writing.
- D. The guarantee provides for future damage protection against Subterranean Termites as follows: up to \$250,000.00 per occurrence with a maximum aggregate amount of \$1,000,000.00 over the renewable life of this agreement.

GENERAL TERMS AND CONDITIONS

1. NONPAYMENT/DEFAULT

- A. The buyer understands that **Bug*Master, Inc.** assumes no liability of any kind under this agreement and that any guarantees set forth herein is invalid and of no force and effect until work contemplated in this agreement has been completed and payment thereof has been made in full.
- B. In case of nonpayment or default by the buyer, **Bug*Master, Inc.** has the right to terminate this agreement and reasonable attorney's fees and costs of collection shall be paid by the buyer, whether suit is filed or not. In addition, interest at the highest rate will be assessed for the period of delinquency.

2. EXISTING DAMAGE

Bug*Master, Inc. is not responsible for the repair of either visible damage (noted on the attached inspection graph), or hidden damage existing as of the date of this agreement, because damage may be present in areas which are inaccessible to visual inspection. **Bug*Master, Inc.** does not guarantee that the damage disclosed on the inspection graph represents all of the existing damage as of the date of this agreement.

3. WATER LEAKAGE/STRUCTURAL DEFECTS/WOOD TO EARTH CONTACT

- A. If moisture, structural conditions and/or wood to earth contacts which are conducive to infestation are subsequently found to exist and/or live infestations are found then **Bug*Master, Inc.** shall be relieved of any and all liability for treatment and/or repairs as provided in this agreement.
- B. Water leakage in treated areas, and leakage in interior areas or through the roof or exterior walls of the treated property may destroy the effectiveness of **Bug*Master, Inc.**'s treatment and is conducive to new infestation. Buyer is responsible for making timely repairs as necessary to correct said defects. Upon completion of repairs by buyer, **Bug*Master, Inc.** will provide the additional treatment necessary to control infestation at Buyer's expense. If buyer elects not to repair said defects or purchase the additional necessary treatment, then **Bug*Master, Inc.** shall have no further obligation under this agreement.
- C. **Bug*Master, Inc.** is not responsible for repairs to the structure damaged by Subterranean Termites as a result of direct ground contact of wood, foam insulation, stucco, styrofoam, or other building materials which allow concealed Subterranean Termite entry.

4. WELL CONTAMINATION

Bug*Master, Inc. assumes no responsibility for well contamination resulting from work done under this agreement. Buyer is solely responsible for location and relocation of wells in proximity to such structure to be treated.

5. HARDWOOD FLOORS

This warranty does not cover wood flooring over concrete. **Bug*Master, Inc.** assumes no responsibility for damage to wood flooring over concrete.

6. ADDITIONS/ALTERATIONS

This agreement covers the property identified on the inspection graph as of the date of initial treatment. In the event the premises are structurally modified, altered, or otherwise changed, or before any soil is removed or added around the foundation, or before any soil is removed from under the structure, buyer will immediately notify

Bug*Master, Inc. for proper instructions and/or any additional treatment at Buyer's expense required by the changes incurred. Failure to do so will terminate this agreement automatically, in the event of structure additions or other modifications, **Bug*Master, Inc.** also reserves the right to adjust the annual renewal fee.

The owner pledges/affirms full cooperation with **Bug*Master, Inc.** during the length of this contract and agrees to maintain the structure(s) treated free from all factors conducive to termite infestations such as: wood, rubbish, water leaks, direct wood to ground contact, as well as insulation or other materials on the foundation which may provide concealed Subterranean Termite entry.

7. RENEWAL FEE

Failure to pay the renewal fee on or before the anniversary date of the agreement shall void this warranty without privilege of reinstatement. **Bug*Master, Inc.** shall not be liable for damage reported after this warranty has become void.

8. NOTICE OF CLAIMS/ACCESS TO PROPERTY

Any claim under the terms of this agreement will be made immediately in writing to **Bug*Master, Inc.** **Bug*Master, Inc.** is only obligated to perform under this agreement provided the buyer allows **Bug*Master, Inc.** access to the identified property for any purpose contemplated by this agreement including but not limited to reinspection, whether the inspection was requested by the buyer or considered necessary by **Bug*Master, Inc.**

9. DISCLAIMER

Bug*Master, Inc.'s liability under this agreement will be terminated if **Bug*Master, Inc.** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of acts of war, God, acts of governmental authority or circumstances or cause beyond the control of **Bug*Master, Inc.** **Bug*Master, Inc.** disclaims any liability for special incidental or consequential damages. The guarantees stated in this agreement are given in lieu of any other guarantees or warranties, express or implied including any warranty of merchantability of fitness for a particular purpose.

10. CHANGE OF OWNERSHIP

The above agreement is transferable to a new owner of said property on the reverse of this agreement. In the event the new owner fails to request continued coverage, or does not pay the annual renewal fee within 30 days of the transfer of ownership, the agreement will terminate automatically as of the date of the change of ownership. **Bug*Master, Inc.** reserves the right to adjust the annual renewal fee upon transfer of ownership. In no event shall the term of a transferred warranty exceed 10 years from the date of the initial treatment date.

11. CHANGE IN LAW

Bug*Master, Inc. performs its services in accordance with the requirements of Federal, State, and Local Law. In the event of a change in existing law as it pertains to services performed herein, **Bug*Master, Inc.** reserves the right to revise the annual renewal fee or terminate this agreement.

12. ENTIRE AGREEMENT

It is understood and agreed between the parties that this agreement, the inspection graph, and upon issuance, the warranty, constitute the complete agreement between **Bug*Master, Inc.** and the buyer and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of **Bug*Master, Inc.** unless alteration or change be in writing and executed by a corporate officer of **Bug*Master, Inc.** under its corporate seal.