AGENDA ITEM SUMMARY
GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Courthouse Termite Treatment

DEPT/DEPT REQUEST:

Mrs. Susan Whidden, Administrative Assistant

BACKGROUND/DETAIL OF REPORT:

It was brought to our attention by the Judge we had a termite issue. I have met with several different companies on treatment options. It was discovered that we both dry wood termites and subterranean termites. And the following have come in.

Clarke Pest Control
Soil Treatment = $4,000.00
Tent Fumigation = $23,250.00

Orkin
Soil Treatment = $6,748.49
Tent Fumigation = $30,334.50

Terminix
Soil Treatment = $12,630.30
With 2 year renewal
Spot treatment for dry wood = $4,710.14
With 2 year renewal

Hulett
No Tent Fumigation Treatment
$$14,976.00
No Soil Treatment Bid

BUDGET IMPACT: Yes / No – If Yes, how much? From where?

Yes, Up to $37,082.99, General Fund

COORDINATION WITH:

County Staff

MOTION(S):

I Move to Approve/Disapprove Termite treatment for the Courthouse by _____ not to exceed the amount of $_____ and authorize the Chair to sign contracts on behalf of the Board.

REQUEST BY:	July 23, 2018
Mrs. Susan Whidden, Admin Assistant	Business Agenda

Lake Placid
863-465-6622

Sebring
863-385-6625

CLARKE PEST CONTROL

Okeechobee
863-357-6000

Arcadia
863-491-5656

1-866-896-6622

Post Office Box 1766
Lake Placid, FL 33862-1766

www.clarkepestcontrol.com customerservice@clarkepestcontrol.com

Address of Property:
500 Ave J South West
Moore Haven, FL 33471

Date: 7/5/18
Requested By: Susan Whidden
Inspected By: D. Clarke

Contact:
Susan Whidden

Phone:
863-946-6125

CONSTRUCTION DETAILS

Type of Building: Commercial Building
Foundation Type:
Construction Type:

INSPECTION RESULTS:

A visible inspection of the accessible areas of the above property shows:

Subterranean Termites: Evidence Found
Dry wood Termites:
Old House Borers:
Powder Post Beetles:
Bed Bugs:
Wood Debris:
Other Insects:

Treatment Recommendations:

_____ Fumigation (Vikane)
✓ Soil Treatment (Termidor)
_____ Other _____

Cost of Treatment: $4,000
(Above cost reflects payment with cash or check)
(commercial properties – plus tax)

Renewal Amount with 5 year retreat: $ 800

Renewal Amount without 5 year retreat $

TERMIDOR® TERMITE CONTROL

Vikane® SPECIALTY GAS FUMIGANT

Lake Placid
863-465-6622

Sebring
863-385-6625

CLARKE PEST CONTROL

Okeechobee
863-357-6000

Arcadia
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A visible inspection of the accessible areas of the above property shows:

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Old House Borers:
Powder Post Beetles:
Bed Bugs:
Wood Debris:
Other Insects:

Treatment Recommendations:

- ✓ Fumigation (Vikane)
- _____ Soil Treatment (Termidor)
- _____ Other _____

Cost of Treatment: $23,250
(Above cost reflects payment with cash or check)
(commercial properties – plus tax)

Renewal Amount with 5 year retreat: $

Renewal Amount without 5 year retreat $4,185

TERMIDOR® TERMITE CONTROL

Vikane® SPECIALTY GAS FUMIGANT

Special Notes/Homeowner Responsibilities:

- ☐ Screens attached to home to be removed (at homeowner's expense)
- ☐ Fence: Will have to be removed
- ☐ Shrubs to be trimmed
- ✓ Mulch needs to be raked back
- ✓ Block needs to be moved
- ☐ Satellite dish to be removed
- ☐ Satellite dish is ok to stay where it is

Other: Lighting Rods need to be removed.

Antennas needs to be removed.

Guide wires need to be disconnected

Down Payment				
	Amount	CK Number	Cash $	CC $
Received at Completion				
	Amount	CK Number	Cash $	CC $
Mission Cust. #				

TERMINIX®

Preventative Drywood Termite Service Plan

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

Purchaser Glades County BOCC Home Phone _____ Work Phone _____

Mailing Address 500 Ave J, PO Box 1527 City Moore Haven State FL Zip Code 33471

Property Address _____ City _____ State _____ Zip Code _____

Description of Structure(s) Covered _____ E-Mail Address _____

Effective with the date of initial treatment and for one year thereafter, for the sum of $ 3550. Terminix will provide a preventative liquid treatment to control or protect against drywood termites *(Incisitermes spp., Cryptotermes spp.)* in exposed wood members in the specific areas below:

[x] Attic [ ] Crawl Space [x] Other: subterranean found in basement

This plan does not control or protect against subterranean termites *(Reticulitermes spp., Heterotermes spp., or Coptotermes spp.)*, or any other wood destroying organism. Terminix does not represent or guarantee that drywood termites will not be found at the above described property address after the initial service.

Terminix will extend this Plan annually to the Purchaser for so long as he or she may own the property for $ 426 per year payable on or before the end of the previous Plan period. After the third year, and each year thereafter, Terminix reserves the right to revise the annual renewal charge.

During the term of this Plan, any further treatment found necessary will be performed free of charge. Retreatments may include wood treatment and/or fumigation at the sole determination of Terminix. Terminix will reinspect the identified property at any time the Purchaser requests it, if Terminix believes it necessary, or as otherwise required by state law. THIS AGREEMENT DOES NOT GUARANTEE AGAINST PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS, NOR PROVIDE FOR REPAIRS OR COMPENSATION THEREOF.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS

Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's initials below, which payment option is preferred:

☐ Initial cash, check or credit card down-payment of $ _____ will be due upon acceptance of this agreement by Terminix, and ☐ 12 or ☐ 18 monthly installments of $ _____ will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.

☐ Initial 20% down-payment of $ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.

☐ One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.

☐ One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS

1. SERVICE(S) PURCHASED
   - A. Initial Treatment or Installation and First Year's Service 3550
   - B. Additional Annual Renewals 2 yr. (limit 2) s @ $ 852.00
   - Subtotal (Sum A + B) ..... = 4402
2. TAX ..... = 308.14
3. TOTAL (1 + 2) ..... = $ 4710.14
4. LESS $ _____ DOWN PAYMENT ... – _____
5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT .. .. – _____
6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5) ..... = _____

BALANCE TO BE PAID BY (Check One): ☐ Cash ☐ Check ☐ Money Order ☐ Credit Card

Credit Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX

Credit Card # _____ Exp. Date _____

Name (as it appears on credit card) _____

Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alteration may require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____, ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the above named property.

_____ Purchaser's Initials

The Purchaser acknowledges that the performance of the fumigation may be assigned to a wholesale fumigation pest control company.

_____ Purchaser's Initials

The initial treatment will occur within 30 days of the date of the contract and will be completed as set forth herein.

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.

In the event that you have any question or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

Purchaser Glades County BOCC Date _____

Terminix Representative (signature) _____ Date 5/24/18

Terminix Representative (print name) Larry Johnson Date 5/24/18

Terminix Address 3467 NW 55th St Telephone 954-814-5541

City Ft Lauderdale State FL Zip Code 33309

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TERMS AND CONDITIONS

1. EXISTING DAMAGE. Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement. Damage discovered after the effective date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before that date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.

2. FUTURE DAMAGE. LIMITATION OF LIABILITY, IN CONSIDERATION OF THE SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM TERMINIX SHALL HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS DUTIES TO PURCHASER, (I) THE SOLE RESPONSIBILITY OF TERMINIX TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER UNDER THIS PLAN OR OTHERWISE SHALL BE TO RE-TREAT THE PROPERTY IF NECESSARY AND TO ARRANGE FOR THE NECESSARY REPAIR OR REPLACEMENT OF NEW SUBTERRANEAN TERMITE DAMAGE BY A CONTRACTOR CHOSEN BY TERMINIX AND PAY THE ENTIRE COST OF LABOR AND MATERIALS AND (II) PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER EXPRESSLY RELEASE TERMINIX FROM , AND AGREE TO INDEMNIFY TERMINIX WITH RESPECT TOM ANY OTHER OBLIGATION TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER WHATSOEVER. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OR REPLACEMENT TO THE IDENTIFIED PROPERTY UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR AND/OR REPLACEMENT WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF ANY DAMAGE TO THE IDENTIFIED PROPERTY AUTOMATICALLY WITHOUT FURTHER NOTICE.

3. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Upon completion of repairs by Purchaser, Terminix will provide additional treatment to control infestation at Purchaser's expense. Purchaser's failure to make timely repairs or purchase the additional necessary treatment will terminate the Agreement automatically without further notice. Terminix shall have no responsibility for repairs, even for damage by live termites, where water leakage exists.

4. ADDITIONS, ALTERATIONS. This Agreement covers the property identified on the Inspection Graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation , Purchaser will notify Terminix prior to such addition or alteration and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual renewal charge. The failure of Terminix to notice any such changes does not release Purchaser from the obligation set forth in this paragraph.

5. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligation of Terminix to Purchaser arising out of or relating to this Agreement is to re-treat and/or to arrange for the necessary repairs or replacement of new subterranean termite damage by a contractor chosen by Terminix and pay the entire cost of labor and materials and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser for anything other than for Terminix to re-treat the identified property or pay such cost by a contractor chosen by Terminix, Purchaser shall pay all of the costs and expenses of Terminix, relating to or arising out of such claim. Purchaser must allow Terminix access to the identified property for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Agreement without further notice.

6. DISCLAIMER.

A. The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or material, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

B. This Agreement provides for treatment and re-treatment for subterranean (ground) termites *(Reticulitermes spp., Heterotermes spp.)* only. This Agreement does not provide any treatment for drywood termites *(Kalotermes spp., Incisitermes spp., Cryptotermes spp..)*, formosan termites (Coptotermes spp.), carpenter ants, beetles, fungi or any other wood destroying organisms.

C. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:

(1) any and all damage resulting from termites and/or any other wood destroying organism except as specifically provided herein.
(2) moisture condition, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
(3) masonry failure or grade alterations.
(4) inherent structural problems, including but not limited to, wood to ground contacts.
(5) termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property, regardless of whether the component is a part of the identified property.
(6) the failure of Purchaser upon notice from Terminix to promptly cure at the Purchaser's expense any condition which prevent proper treatment or inspection or is conducive to termite infestation.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATION 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.

7. CHANGE IN LAW. Terminix performs its service in accordance with the 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 charge or terminate this Agreement.

8. 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.

9. NON-PAYMENT, DEFAULT. In the case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collectionshall be paid by the Purchaser, whether suit if filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

10. ENTIRE AGREEMENT. This Termite Plan, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.

11. SEVERABILITY. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

12. MANDATORY ARBITRATION. Purchaser and Terminix agree that any claim, dispute or controversy ("Claim)" between them or against the other or the employees, agents or assigns of the other, 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 Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms 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 attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of $15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser 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 or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. 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.**

13. LIMITED ASSIGNABILITY. This Agreement is assignable by Purchaser to a new owner of the property for a period of one year from the effective date of this Agreement and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Terminix after its inspection of the property which consent, if given, shall be in writing signed by Terminix and accepted in writing by Purchaser.

TERMINIX

SUBTERRANEAN TERMITE BAIT DEFEND SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser (print name) Colodes County BOCC Home Phone 863-946-6125 Work Phone _____
Mailing Address 300 Ave J, PO Box 1527 City Moore Haven State FL Zip Code 33471
Property Address _____ City _____ State ___ Zip Code _____
Description of Structure(s) Covered _____ Email _____

PAYMENT OPTIONS	SUMMARY OF CHARGES AND PAYMENTS
☐ Initial cash, check or credit card down payment of $ _____ will be due upon acceptance of this Agreement by Terminix, and ☐ 12 or ☐ 18 monthly installments of $ _____ will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract. ☐ Initial 20% down payment of $ _____ by cash, check or credit card will be due upon acceptance of this Agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation. ☐ One-time cash, check or credit card payment will be paid upon acceptance of this Agreement by Terminix. ☐ One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the box below, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.	1. SERVICE(S) PURCHASED A. INITIAL CHARGES (Installation/Treatment and Initial Term Fee) ..... $ 9520 B. Annual Renewals 2 year(s) @ $ 1142 per year (Limit 2 Years) $ 2284 Subtotal (Sum A + B) ..... $ 11,804 2. TAX ..... $ 826.30 3. GRAND TOTAL (1 + 2) ..... $ 12,630.30 4. LESS $_____ DOWN PAYMENT ..... ($ _____) 5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT AGREEMENT ..... ($ _____) 6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5) ..... $ _____ BALANCE TO BE PAID BY (Check One): ☐ Cash ☐ Check ☐ Money Order ☐ Credit Card ANNUAL RENEWAL TERM FEE ..... $ _____ OWNERSHIP TRANSFER FEE ..... $ _____

Credit Card Type: ☐ MasterCard ☐ Visa ☐ Discover ☐ AMEX
Credit Card # _____
Name (as it appears on credit card) _____
Card Holder Signature _____ Card Exp. Date _____

THE TREATMENT PROVIDED IS:	TREATMENT STICKER WILL BE PLACED ON ELECTRICAL BOX UPON JOB COMPLETION.
☒ CURATIVE ☐ PREVENTATIVE	

PROTECTION AGAINST SUBTERRANEAN TERMITES: THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP., HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*INCISITERMES SPP., CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.

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 any state-required documents for the termiticide(s), which will be used to treat the above-named property.

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 ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 20 AND 21 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE:

Purchaser (signature) _____ Date _____
Terminix Representative (signature) _____ Date 5/29/18
Terminix Representative (print name) _____ Terminix Branch Phone _____
Terminix Branch Address 2967 NW 55th St Ft Lauderdale FL 33309

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

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BRANCH COPY

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 Baiting System 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. The Annual Renewal Term Fee shall remain fixed for the initial Renewal Term. However, Terminix has the right to modify the Annual Renewal Term Fee applicable to any Renewal Term subsequent to the initial Renewal Term upon thirty (30) days prior written notice to Purchaser.

2. **FEES.** Purchaser shall pay the fees for Baiting System installation and Services for the Initial Term and any Renewal Term 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 property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. 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 depicted in the Inspection Graph 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 the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

4. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE INSTALLATION OF THE BAITING SYSTEM. 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) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) At least once each year, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.

5. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.

6. **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.

7. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT, AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.

8. **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. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

9. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

10. **INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix.

11. **OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the components of the Baiting System ("Components") are, and will remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: (a) so notify Purchaser, (b) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and (c) retrieve the Components from Purchaser's premises.

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 Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (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 provide additional Bait Station treatment 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 the Ownership Transfer Fee set forth on page 1 of this Agreement. 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. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.

16. **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.

17. **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.

18. **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.

19. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

20. **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.

21. **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.

22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 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.

23. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes 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.

New 9/2015 © 2015 The Terminix International Company Limited Partnership. All rights reserved.

CONFIRMATION #_____

TERMINIX FUMIGATION INSPECTION GRAPH

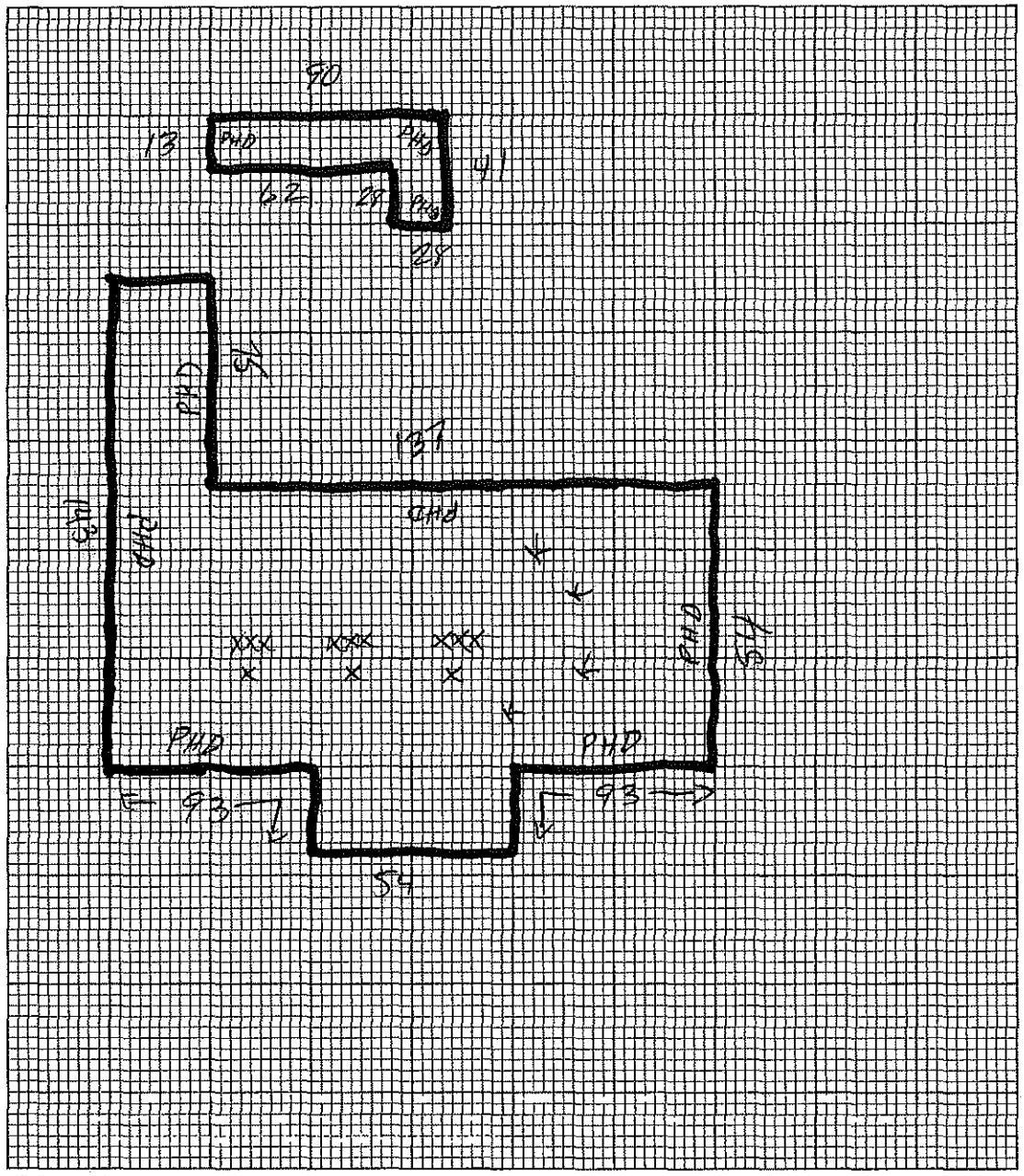
☐ INSPECTION NOTICE LOCATION POSTED: _____ DATED: _____

☐ TREATMENT NOTICE LOCATION POSTED: _____ DATED: _____

OWNER'S NAME Glades County BOCC OCCUPANT _____

TREATING ADDRESS 500 Ave J PO Box 1527 CITY Moore Haven ST FL ZIP 33471

HOME PHONE 863-946-6125 BUSINESS PHONE _____ INSPECTED BY _____



EVIDENCE OF OR ACTIVITY:

[X] Drywood Termites	K	[ ] Powderpost Beetles	PPB
[ ] Old House Borer	OHB	[X] Subterranean Termites	XXX
[ ] Wood Decay Fungus	F		

DAMAGE:

[ ] Possible Hidden Damage	PHD	[ ] Drywood Termite Damage	K
[ ] Powderpost Beetle Damage	PPB	[ ] Wood Decay Fungus Damage	FD
[ ] Old House Borer Damage	OHB	[X] Subterranean Termite Damage	X

SCALE: [ ] 1:1 [ ] 1:2 [ ] 1:___

CONSTRUCTION: [ ] Frame [ ] Block [ ] Mobile Home [ ] _____ **CUBIC FOOTAGE:** 952 1P (000'S)

FOUNDATION: [ ] Slab [ ] Crawl [X] Basement

ROOF: [ ] Composition Shingle [ ] Tile [ ] Slate [ ] Cedar Shake [X] Gravel [ ] _____

[ ] Single Story ___Story, eave height: _____ Peak height: _____

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE:

Visible signs of drywood infestation in Attic / Visible signs of Subterranean infestation in basement.

By: Larry Johnson Date: 3/29

# of Gas meters _____ Does gas meter have 3' clearance around it? _____

EXTENUATING CONDITIONS:

[X] Gravel around foundation [ ] Deteriorated roof [ ] Wall to seal [ ] Awning
[ ] Pool / screen enclosure [ ] Attached fence [ ] Steep pitch roof [ ] Planter
[ ] _____ [ ] Deck

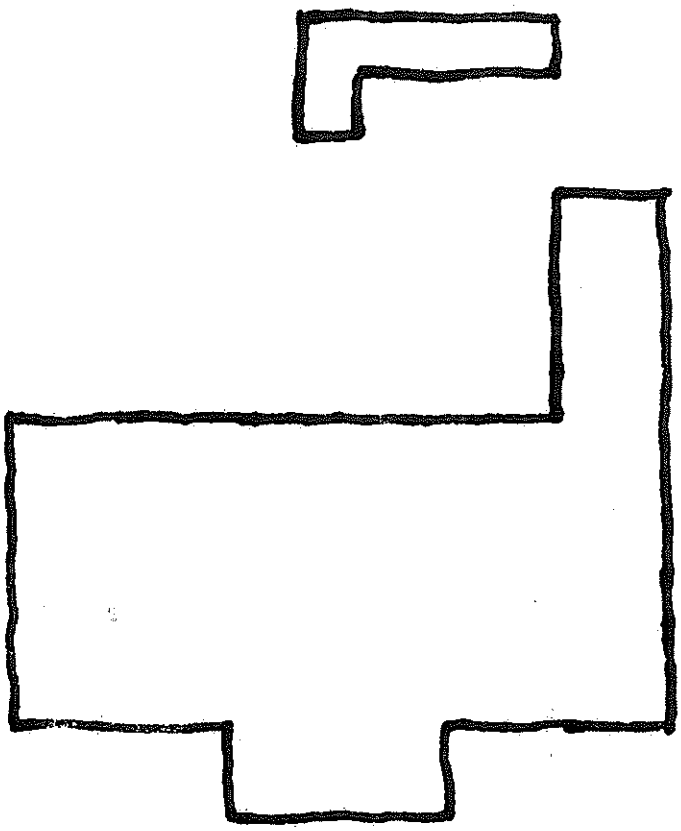
[ ] An "Occupant's Fumigation Notice" dated _____ and signed by the customer has been completed and the customer has been furnished a copy of the Manufacturer's "Fact Sheet" regarding the fumigant to be applied.

TERMINIX IS NOT RESPONSIBLE FOR REPAIRS TO DAMAGES DISCLOSED ABOVE. IN ADDITION, HIDDEN DAMAGE MAY EXIST IN CONCEALED OR INACCESSIBLE AREAS. 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.

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE ACTIVITY OR DAMAGE, HAVE BEEN DESCRIBED TO ME AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT TERMINIX IS NOT LIABLE FOR HIDDEN DAMAGE INACCESSIBLE TO THE INSPECTOR.

DATE: _____ BY: _____

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THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.

Orkin Pest Control

COMMERCIAL

DRYWOOD TERMITE RETREATMENT FUMIGATION AGREEMENT

(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

GRID #

Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report.
Customer shall receive the following Service after the original treatment is performed.

LIMITED 5-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (CO): Orkin will retreat the structure for any live reinfestation of Drywood termites at no cost to Customer during the Service period if an infestation of Drywood termites is found and all payments including annual renewal payments are current. **The Service will expire one (1) year from the date of the original treatment, unless it is timely renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed five (5) years from the date of the original treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to repair roof leaks and other structural leaks, to eliminate organic matter, and to caulk, paint and screen the structure as needed to prevent Drywood termite infestation. The existence of any of these conditions or the failure by the Customer to make the repairs or to take the actions set out above shall void the retreatment Service. In the event the structure is structurally modified or altered, the retreatment Service is void. ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.

CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE: Customer agrees to maintain caulking, painting and screening of the treated structure as needed to prevent Drywood termite infestation. Customer agrees to maintain the treated structure free from the conducive conditions and in accordance with the terms of the paragraph above. Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or contents, including treatment or retreatment, caused by an infestation of Wood Destroying Fungi, Subterranean Termites, Formosan Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.

RENEWAL: Customer shall pay an annual renewal fee of $ 3402 . The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

REINSPECTION: Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

LIMITATION OF LIABILITY: Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed.

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

Glades. County Courthouse — Customer
6/11/2018 — Date
500 Avenue J SW — Street Address (Treated Premises)
Moore Haven — City
FI — State
33471 — Zip Code
(863) 946-6125 — Home Phone
(863) 946-6125 — Work Phone
County Name Glades — Is this within the City Limits? ☐ Yes ☐ No
Glades. County Courthouse — Billing Name (if different)
500 Avenue J SW — Billing Address (if different)
Moore Haven — City
FI — State
33471 — Zip Code
Type of structure to be treated County Courthouse

1. Service Purchased:		
a. Initial Treatment Cost	$ 28350.00	
b. Minus Adjustments	($ 0.00)	
c. Additional Renewal for ____ Years	$ 0.00	
Subtotal (sum a - b + c)		$ 28350.00
2. Other Items:		
a. Sales Taxes	$ 1984.50	
b. Other Fees	$	
Subtotal (sum a + b)		$ 1984.50
3. TOTAL: Price (sum 1 + 2)		$ 30334.50
4. LESS: Down Payment		($ 0.00)
5. Unpaid Balance (3 minus 4)		$ 30334.50

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement
☐ CASH - BALANCE DUE UPON COMPLETION OF WORK
DOWN PAYMENT MADE BY: ☐ CHECK # _____
☐ COMPLETE EASY PAYMENT FORM

Gary Barnes — Inspector Name (PRINT)
676443 — Employee ID # or Certification #
1592 Donna Road — Branch Street Address
(561) 713-8499 — Branch Telephone Number
West Palm Beach — City
FI — State
33409 — Zip Code

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature — 6/11/2018 — Date
Customer's Signature — 6/11/2018 — Date

218637 REV. 5/2010

LOCATION

Customer Email: swhidden@myglades.com

LIMITED ASSIGNABILITY: This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

CHEMICAL INFORMATION WARNING: Customer shall notify all persons on the premises that Orkin will be applying pesticides or termiticides in and around the premises, and that virtually all pesticides and termiticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or termiticides or who has a medical condition affected by pesticides or termiticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

ENTIRE AGREEMENT: This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

FORCE MAJEURE (Circumstances beyond Orkin's control): Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

TERMINATION BY ORKIN: Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

_____ BRANCH MANAGER'S INITIALS

_____ CUSTOMER'S INITIALS

PROCEDURE FOR SULFURYL FLUORIDE FUMIGATION

FOR EFFECTIVE FUMIGATION
the following steps will be necessary *prior* to fumigating

INTERIOR PREPARATION

- ☐ 1. Unlock and open all drawers and interior doors including garage, utility and storerooms, closets, cabinets, cupboards, chests, etc., to facilitate rapid circulation and aeration. Additionally, at least one window per room of a tarped building must be open before fumigation, unless prohibited by state or local ordinances.
- ☐ 2. All people must leave and all living things be removed from your home, such as pets, birds, fish in aquariums and growing plants.
- ☐ 3. All items for human consumption such as foods, beverages, drugs and medicines, (including those items in refrigerators and freezers) which are not in air-tight containers such as sealed glass or metal containers must be either: (a) Removed from the structure prior to fumigation, or (b) Placed in double "Nylofume" bags, and twist sealed with masking tape. Food not properly prepared is subject to disposal by the certified fumigator.
- ☐ 4. Remove all mattresses and pillows with waterproof covers such as "can't wet" mattresses for infants and sickroom. If the waterproof covers are removable, it is only necessary to remove the covers, not the mattresses. All other mattresses can be fumigated.
- ☐ 5. Extinguish all sources of heat, including open flames and pilot lights (hot water heaters, ranges, wall heaters, etc.). Natural gas service to the premises must be turned off prior to date of fumigation. All glowing electric heaters and electrical heating elements such as those in pianos, organs, etc., must be shut off before fumigation. Occupant arranges for utility company to turn gas back on and assumes any charges incurred.
- ☐ 6. Turn off all air conditioning units and all automatic switch controls for appliances and lighting systems, which will be included in the space to be fumigated.
- ☐ 7. Electricity must be available and left on for operation of fans.
- ☐ 8. Open all openings into crawl spaces or attics.

EXTERIOR PREPARATION

- ☐ 1. Exterior doors will be locked, and secured with secondary locking mechanisms, which should only be removed by Orkin personnel; Orkin will not be liable for damage caused by customer's attempt to remove secondary locking mechanisms. Keys to structure must remain either in the possession of the certified fumigator, or be left on the premises.
- ☐ 2. Lower all awnings attached to structure.
- ☐ 3. Remove all vines and trellises attached to the structure. Check ornamentals and shrubbery to be sure workmen have room (minimum clearance is 18 inches) to drop tenting materials between them and the structure.
- ☐ 4. Customer, on the day of fumigation, must water the ground immediately surrounding the structure for a distance of 18 inches outward and thoroughly saturate the same 18-inch soil strip to a depth of 8 inches.
- ☐ 5. Orkin is not responsible for vandalism, theft or breaking and entering during the fumigation and aeration procedures. Customer should arrange for security while structure is left unattended.
- ☐ 6. A thorough inspection of the crawl space must be made if accessible.
- ☐ 7. Inspect all foundation vents to ensure they are closed to prevent entry of pets or stray animals.
- ☐ 8. Inform neighbors of impending fumigation and ask that they manage their pets in a responsible manner.

COMPLETING FUMIGATION

- Upon completion of the fumigation, we will aerate the building thoroughly and check it with gas-detecting equipment until the structure is safe for re-occupancy.
- Reentering: When the structure is safe for re-occupancy, there will be a notice posted on the front door. DO NOT ENTER UNLESS SAID NOTICE IS POSTED ON THE DOOR.
- It will not be necessary to wash dishes, pots, pans, silverware, etc., as the gas leaves no residue.
- Our servicemen take every precaution to protect your property. However, we cannot assume responsibility for broken roof tiles or shrub damages caused during the fumigation procedure unless this damage results from Orkin's sole negligence.

I acknowledge receipt of the Fumigation Preparation Notices.

	6/11/2018		6/11/2018
Inspector's Signature	Date	Customer's Signature	Date

FUMIGATION PREPARATION NOTICES – VIKANE OR SULFURYL FLUORIDE

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT SUBTERRANEAN OR FORMOSAN TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN OR FORMOSAN TERMITES.

ORKIN
COMMERCIAL SERVICES

Orkin Pest Control
Commercial

GRID #

FLORIDA SUBTERRANEAN AND FORMOSAN TERMITE PROGRAM
RETREAT SERVICE AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ORKIN CONTINUOUS PROTECTION PLAN

1. **ORKIN LIMITED RETREATMENT SERVICE ("Service") (U1):**
   A. **Orkin shall treat Customer's structure for Subterranean and Formosan termites using the treatment specified in the Treatment Report for:**
   ☐ **prevention** ☐ **presumptive evidence** ☒ **control of Subterranean or Formosan termites**
   Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Subterranean termite infestation, Orkin will retreat that area. This Service does not cover any damage to the structure or its contents.
   B. **This Service shall expire one (1) year from the date of initial treatment; however, for the first ten (10) years, the Customer has the exclusive right to renew the Service by timely payment of the annual renewal. At the end of that ten-year period, the Service may be renewed annually with the mutual consent of both parties, and, thereafter, either party may terminate the Service only at the end of a service year.**
   C. Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with the Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   D. **The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conducive Conditions," see paragraph 9 for explanation).** The Customer agrees to be solely responsible for identifying and correcting Conducive Conditions. This responsibility rests exclusively with the Customer, not with Orkin. In addition, the existence of any Conducive Condition, that was not timely corrected, including any Conducive Condition existing, but not visible at the time of the execution of this Agreement, will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required as a result of the Conducive Condition.
   E. Prior to making any structural modification or alteration or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. If Customer fails to do so, Orkin, at its option, may terminate the Agreement.
   F. **Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**
2. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Drywood Termites, Boring Beetles or any other Wood Destroying Insects.
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The first annual renewal fee will be $ 948.00 . Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the annual renewal payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
4. **MEDIATION/ARBITRATION:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: http://www.adr.org.
5. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of Subterranean or Formosan termites or Subterranean or Formosan termite damage, or for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of Subterranean or Formosan termites or Subterranean or Formosan termite damage. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claims for property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed. **Nothing in this Agreement shall be construed as depriving the Customer of remedies available under applicable state consumer protection laws.**
6. **LIMITED ASSIGNABILITY:** This Agreement is assignable as a retreat only Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.
7. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal.
8. **CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
9. **CONDUCIVE CONDITIONS:** Conducive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
10. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 4, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 4 shall be deemed to be deleted from this Agreement.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
12. **FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
13. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
14. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

Glades. County Courthouse — Customer
6/11/2018 — Date
500 Avenue J SW — Street Address (Treated Premises)
Moore Haven — City
FI — State
33471 — Zip Code
(863) 946-6125 — Home Phone
(863) 946-6125 — Work Phone
County Name Glades — Is this within the City Limits? ☒ Yes ☐ No
Glades. County Courthouse — Billing Name (if different)
500 Avenue J SW — Billing Address (if different)
Moore Haven — City
FI — State
33471 — Zip Code
Type of structure to be treated County Courthouse

1. Service Purchased:		
a. Initial Treatment Cost	$ 6307.00	
b. Minus Adjustments	($ 0.00)	
c. Additional Renewal for ____ Years	$ 0.00	
Subtotal (sum a - b + c)		$ 5307.00
2. Other Items:		
a. Sales Taxes	$ 441.49	
b. Other Fees	$ 0.00	
Subtotal (sum a + b)		$ 441.49
3. TOTAL: Price (sum 1 + 2)		$ 6748.49
4. LESS: Down Payment		($ 0.00)
5. Unpaid Balance (3 minus 4)		$ 6748.49

METHOD OF PAYMENT:
☐ FINANCED - See Separate Finance Agreement
☐ CASH
☐ CHECK # _____
☐ COMPLETE EASY PAYMENT FORM - Unpaid Balance Must Be Financed or Due Upon Completion

Gary Barnes — Inspector Name (PRINT)
676443 — Employee ID # or Certification #
(561) 713-8499 — Branch Telephone Number
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER
6/18/18 — Branch Manager's Signature / Date

1592 Donna Road — Branch Street Address
West Palm Beach — City
FI — State
33409 — Zip Code
6/18/18 — Customer's Signature / Date

AG1255POD 12/2009 Florida

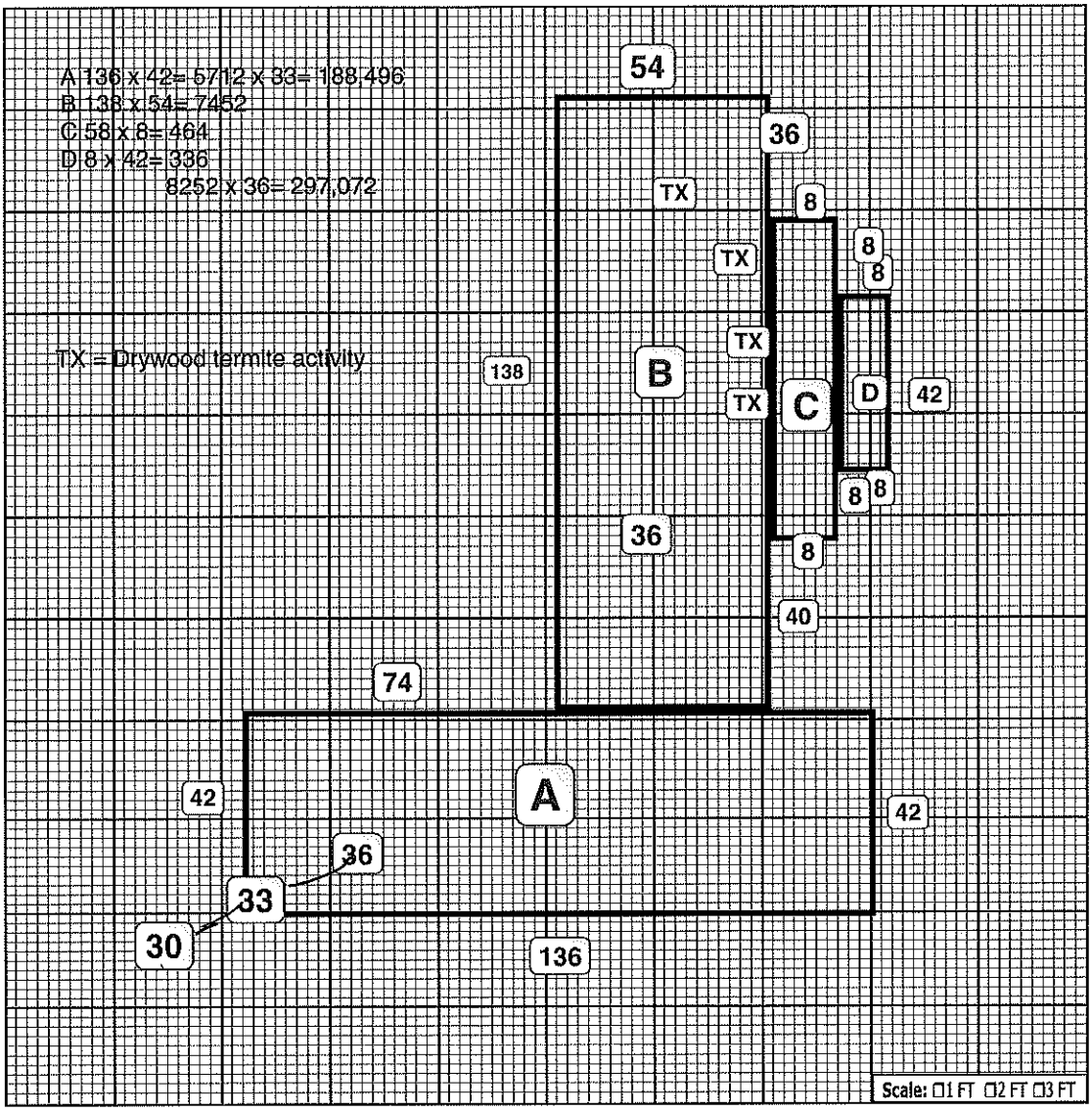
LOCATION

Customer Email: swhidden@myglades.com

Owner/Agent: Glades County BOCC Phone: (863) 946-6000 Date Inspected: 05/24/18 Job Date: _____

Property Address: 500 Ave J SW City: Morre Haven State: Fl. Zip: 33471

Map #: _____ Cubic Ft.: 485,568 Linear Ft.: _____ Square Ft.: 13964



TERMITE

Construction Type

- ☑ Crawl
- ☐ Floating Slab
- ☑ Monolithic Slab
- ☐ Supported Slab

Foundation Type

- ☐ Hollow Block
- ☐ Solid Concrete
- ☐ Open (Piers Only)

Key Symbols

PHD	Possible Hidden Damage
TX	Evidence of Infestation
ST	Subterranean Termites
DWT	Drywood Termites
PPB	Powder Post Beetles
WB	Wood Borers
E/W	Earth-to-Wood Contact
M	Moisture

☑ CBS ☐ Wood Frame
☐ W/F Stucco ☐ W/F Stucco below grade

Infested Area	Location	Type
Attic	Area wall studs above courtroomd	DWT
Girders		
Sills		
Finished Floor		
Sub Floor		
Interior Frames		
Door Frames		
Window Frames	Courtroom	DWT
Exterior		

Electricity Available	☑ Yes	☐ No
Live Termites	☐ Yes	☐ No
Install Plumbing Access	☐ Yes	☐ No
Debris	☐ Heavy	☐ Light
Gas On	☐ Yes	☐ No
Shrubs Need Trimming	☐ Yes	☐ No
Remove Form Boards	☐ Yes	☐ No
Earth-to-Wood Contact	☐ Yes	☐ No

Type of Roof: _____

LAWN & SHRUBS

Key Symbols

LX	Existing Damage
SCI	Sprinkler Coverage Issues
UNC*	Uncontrollable - See Below
POW	Powerline Interference
STB	Specific Treatment Boundries

***List Uncontrollable Species:**

_____

_____

MOSQUITO

Key Symbols

RABT	Resting Area Barrier Treatment
TWR	Temporary Water Retention Areas
PWR	Permanent Water Retention Areas
AC	Artificial Containers
PTN	Perimeter Treatment Needed
LAR	Larvicide
MMSF	Monomolecular Surface Film

Special Instructions: Drywood termite wings, all courtroom windows. Pellets coming from wall studs right side of attic above courtroom.

Scott Hamlin 03828
Hulett Representative

05/24/18
Date

_____
Customer/Authorized Agent Signature

_____
Date

www.bugs.com

HULETT environmental services

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10/2013 HES-SA003

HULETT environmental services

"Pest Control's Finest"
www.bugs.com

* **Retreatment Only** *

HealthyHome
DRYWOOD TERMITE AGREEMENT®

- Pest Prevention
- Lawn Spraying & Fertilization
- Termite Control
- Mosquito Control

Notice of Inspection and/or Treatment Affixed:
☐ Attic ☐ Crawl ☑ Main Elec. Panel

☐ Residential ☑ Commercial

Date of Treatment: 05/24/18 Branch: 03 Ft. Myers

☐ Same As Service Address Account #: 512742

SERVICE

Glades County BOCC
First Name Last Name

500 Ave J SW
Service Address

Morre Haven Fl. 33471
City State Zip Code

(863) 946-6000
Service Phone Business/Cell Phone

jahern@myglades.com
E-mail Address Fax #

Susan Whidden (863) 946-6125
Contact Name Contact Phone

BILLING

First Name Last Name

Billing Address

City State Zip Code

Billing Phone Business/Cell Phone

Development Name

Map # Grid # Route # Tech #

Termite Programs

☑ **Control** ☐ **Preventative**

Type/Number of Structures: Courthouse

Ln. Ft.: _____ Sq. Ft.: 13,964 Cu. Ft.: 485,568

☐ Concrete Block Structure ☐ Wood Frame ☐ Brick Veneer

☐ Wood Frame Stucco with stucco below grade

Slab Type: ☐ Floating ☐ Mono

Crawl Type: ☐ Open ☐ Enclosed

☑ **No Tent Termite Treatment** $14,976 $2,246

The convenient and hassle-free way to control drywood termites! This treatment includes a direct injection into termite galleries with an advanced non-repellant product. The termites then transfer the product throughout the colony. Common termite entry points are also treated as a preventative measure.

☐ **Tent Fumigation Treatment** _____ _____

Hulett has been tenting homes for over 40 years! This treatment involves the placement of a "tent" over the structure. Once sealed, the structure is then treated with the most advanced products available to eliminate the current infesting drywood termites.

Terms

Special Instructions: Treat wall studs right side of attic over courtroom.

Spray all exposed wood material in attic.

SERVICE CHARGES:

Initial Treatment Charge	$100 off coupon included in price	$ 14,976.00
Other Fees: _____		$ 0.00
Sales Tax		$ 0.00
Total 1st Year Charge		$ 14,976.00
Amount Paid with Agreement		$ _____
Balance Due		$ _____

Renewal Price Guaranteed for 4 years!

Annual Renewal Charge	$ 2,246.00
Sales Tax	$ 0.00
Total Annual Renewal Charge	$ 2,246.00

Payment Information:

☐ Cash ☐ Check # _____

☐ ACH ☐ Visa ☐ Master Card ☐ Discover ☐ AMEX

13790 Treeline Ave. S. Ft. Myers, FL. 33913
Service Center Address

Scott Hamlin 03828 05/24/18
Hulett Representative Date

Buyer's Right to Cancel: If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to HES before midnight of the third business day after the day Customer signed this Agreement.

_____ _____
Customer/Authorized Agent Date

Dear Customer:
HULETT ENVIRONMENTAL SERVICES' business is based on excellent service, and we want you to be happy with us. Should you have a problem, we want to hear from you. Thank you.

_____By initialing, customer is acknowledging that there are disclaimers, limitations, conditions or exclusions above and on the reverse side of this Agreement that affect HES' obligations to retreat or otherwise service the property.

GENERAL TERMS AND CONDITIONS

1. **Limitations of Liability:** Hulett Environmental Services, Inc.'s (HES) liability shall be terminated should HES be prevented from fulfilling its responsibilities under the terms of the Agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow HES access to the premises for any purpose contemplated by the Agreement, especially and including reinspecting, whether such re-inspection was requested by the customer or deemed necessary by HES. This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations, as they existed at the time this Agreement was executed. Should any federal, state or local law or regulation change regarding HES's services or treatment, HES is authorized to take whatever steps are necessary to be in compliance with said laws. If HES cannot modify its services or treatment to comply with such a change in the law, then HES reserves the right to immediately terminate this Agreement.
    a. It is understood and agreed between the parties that this Agreement, the attached Graph, Checklist and Specifications, and the final Service Agreement constitute 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 HES, unless alteration or change be in writing and executed by a corporate officer of HES, under its corporate seal.
    b. It is specifically understood and agreed that HES and the Buyer are bound only by the terms and conditions of the Agreement and not by any other representations, oral or otherwise.
2. **Renewals/Cancellation:** This Service Agreement will be in effect for a period of one (1) year from the date of initial treatment, upon full payment of the initial treatment charges. Thereafter, the Agreement will automatically renew each year (subject to price increase) unless cancelled in writing by either party with thirty (30) days notice.
3. **Concealed Infestations:** Due to the natural habits of drywood termites, active drywood termite infestations may be concealed from view during normal service under the terms of this Agreement. Consequently, damage may occur to the structure(s) during the term of this Agreement. Customer acknowledges that this damage may occur and that HES's obligation under this Agreement is limited to treating the structure for visible and accessible drywood termite infestations.
4. **Uncontrollable Acts:** HES's liability shall be terminated should HES be prevented from fulfilling its responsibilities under the terms of this Agreement by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow HES access to the premises for any purpose contemplated by this Agreement, whether such re-inspection was requested by the customer or deemed necessary by HES.
5. **Notification of Sensitivity to Pesticides:** If Customer, or other occupants (including invitees and licensees) of the Structure(s) believe he/she may be sensitive to pesticides, Customer must immediately notify HES in writing and in advance of HES's treatment, including whether Customer or occupants have consulted with a medical doctor regarding such sensitivity. Customer and/or occupants assume the risk, and waive any claim against HES in conjunction with such sensitivity. Customer further agrees to indemnify, protect and hold harmless HES from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants (including invitees and licensees) to the Property, if Customer fails to provide the above written notice.
6. **Damage Related to Services.** HES will exercise due care while performing any work hereunder to avoid damaging any part of the Customer's property, or plants. Under no circumstances or conditions shall HES be responsible for damage caused by HES at the time the work is performed except those damages resulting from gross negligence on the part of the Company. Furthermore, personal expenses, such as lodging, meals, transportation, etc..., or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s) that may arise as a result of any treatment, are also excluded.
7. **Customer's Payment Obligation.** The obligation of HES under this Agreement is conditioned upon payment in full of the Agreement price as set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge HES of any and all liability and any amount paid shall become the property of HES as liquidated damages hereunder unless the State of Florida Department Of Agriculture and Consumer Services determines HES has failed to treat according to the applicable rules and regulations. Liability of HES is limited to the life of the Agreement and any renewal thereof. In the case of default in the payment of any installment for more than 30 days, HES or its assignee may elect to declare the entire balance to be immediately due and payable together with all costs of collections, including reasonable attorney's fees and 1 1/2% interest per month. Venue of any legal action involving this Agreement shall be only in Palm Beach County, Florida.
8. **Reinspection Rights:** During the effective period of this Service Agreement, HES will reinspect the premises at such time as HES may deem necessary, or annually upon **customer's request only.** The customer's failure to request inspection shall not affect the customer's rights under this Service Agreement.
9. **Customer Notification of Secondary Agreements:** Customer warrants that this Agreement is the only Agreement currently in effect for the treatment of wood-destroying organisms at the Structure(s) and agrees that he/she will not contract for similar treatment services with another company during the term of this Agreement without first contacting HES.
10. **Transferability:** This Agreement is transferable to a new owner of the Structure(s) at no additional charge.

No Tent Termite Treatment

1. **Limitation:** This Agreement provides the customer with retreatment for drywood termites only. This Agreement does not provide the customer treatment of subterranean termites. This Agreement also does not provide for repairs of drywood damage or any other wood-destroying organism, even if an infestation continues or a new infestation occurs. This treatment does not include tent fumigation.
2. **Treatment:** This Agreement pertains only to the covered premises specified and described on the attached graph, or the property described on the front page which is part of this Agreement. This is a treatment for existing drywood termites based upon either observation of evidence of drywood termites or live drywood termites. The treatment will be limited to areas in which HES either observes evidence of drywood termites or live drywood termites.
3. **Limited Treatment Area:** This treatment is a treatment of specified areas only and is not to be considered a treatment of the entire covered premises.
4. **Retreatment:** Subject to any applicable terms and conditions found within this Agreement, HES will retreat those areas of the structure(s) containing an active infestation of drywood termites at no additional cost to customer. This Agreement is limited to retreatment only. Due to the habits of drywood termites, more than one treatment may be required to attain complete control. This treatment does not include tent fumigation.
5. **Renewal:** This Agreement terminates 30 days after the last day of the month in which the renewal payment is due, if not renewed and paid for by the customer according to the terms of this Agreement. In the event this Agreement is not renewed, HES has no further responsibility.
6. **Included Documents:** Customer acknowledges receipt of and agrees to comply with all terms of the accompanying graph, the *CUSTOMER FACT SHEET FOR DRYWOOD TERMITES* and *CUSTOMER PREPARATION SHEET FOR NO-TENT TREATMENTS*, which are incorporated in this Agreement by reference.

Tent Fumigation Treatment

1. **Treatment:** HES will treat the structure(s) for drywood termites in accordance with the label for the fumigant utilized.
2. **Retreatment:** Following the initial fumigation treatment, HES will retreat those areas of the structure(s) containing an active infestation of drywood termites at no additional cost to customer. The method of retreatment will be left to the discretion of HES and may not include a fumigation treatment.
3. **Included Documents:** This Agreement is comprised of this document, including the general terms and conditions as they appear on the front and reverse side, the accompanying graph, *CUSTOMER FACT SHEET FOR DRYWOOD TERMITES* and *CUSTOMER'S PREPARATION DUTIES FOR FUMIGATION & RELEASE FORM*, which are incorporated in this Agreement by reference.
4. **The performance of this fumigation may be assigned to a wholesale fumigation company.**

Moneyback Guarantee: *This guarantee becomes effective 1 year from the date of the initial treatment and is conditioned upon the customer following HES's instructions as outlined in this Agreement, as well as the completion of all requested repairs and maintenance within 30 days of our initial inspection. A current balance, maximum 30 days, must be maintained on all HES's services to receive any refund under this guarantee. The refunded amount shall not exceed the amount of your annual renewal payment. This guarantee does not apply to structural fumigation or other wood destroying organism treatments or to any other pest not covered under this agreement. Requests for refunds under this guarantee must be made in writing following a joint inspection of the property by an HES manager and customer.

Thank you for choosing Hulett Environmental Services, Pest Control's Finest!

www.bugs.com

1-800-285-PEST (7378)

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HULETT
environmental
services

Customer Fact Sheet for Drywood Termites

What are drywood termites? Drywood termites are one type of damaging termite that infests dry, non-decayed, structurally sound wood. These termites can infest flooring, door frames, window frames, window sills, wood framed homes, fascia boards, soffit boots, and many types of furniture. They are also known to infest areas of homes, such as attics, where temperatures can rise above 110°F. Because they nest within the wood, their areas of infestation are not always evident to the naked eye.

Drywood termites are social insects, meaning that they have a reproductive queen and many sterile nestmates. These sterile members – called pseudergates (or "false workers") and soldiers – do the majority of the work within the colony, while the king and queen remain together to produce more sterile nestmates.

Drywood Termites:

- Produce a six-sided fecal pellet that is small and rigid, looks like coffee grounds or sawdust, and feels gritty when rolled between your fingers.
- Fecal pellet color has nothing to do with the age or color of the wood that is being consumed.
- Advanced damage can cause blistering or warping of wood.
- Colony development is slow, but damage can be substantial if multiple colonies are present.
- Reproductives (or "swarmers") enter structures through soffit or foundation vents, under shingles, under eaves, and even open doors and windows.
- Each swarm is capable of establishing additional colonies.
- Don't sleep, take vacations or holidays. They work 24 hours a day 365 days a year.

You Have Treatment Options. When it comes to drywood termites, you have a choice.

Your first treatment option is **tent fumigation**, which is good for single family homes as well as structures that can easily be vacated. With tent fumigation, tarps are placed over the home and the structure is filled with a gas that is toxic to the termites. During the fumigation, people, pets, and plants must vacate the structure, and a strict list of preparations must be followed in order to have the service performed. After the fumigation exposure period, the "tent" is taken off of the home and following a specific aeration period, cleared of the gas. This leaves your home termite-free and without any remaining fumigant. However, because the fumigant used for termite control leaves no residual behind, termites can reinfest your home or structure from the surrounding area. We strongly recommend renewing your annual warranty each year, which includes free service calls, tent fumigation and no-tent retreatment options and is transfereable to a new owner at no additional charge.

Your second treatment option is a **no-tent treatment**, which is good for structures that cannot be easily vacated, such as multi-unit townhomes or apartments, and structures that physically cannot be tent fumigated. With Hulett's No-Tent Treatment, we can locally treat affected areas by drilling into the termite galleries and applying product directly to the source, as well as to other conducive areas within the structure for a contact kill and preventative measures. These products leave a residual behind, which means that once the termites are killed, you will still have protection from the products that are used in the treatment. Because you are not fumigating the structure, you are not required to move out of the home or conform to strict preparation guidelines. However, due to the hidden nature of all termites, our treatment may or may not reach all termites

Please see reverse side

on the first treatment. In order to control the termites, we must get the product to where they are actively infesting which can occasionally be a very difficult task, requiring multiple visits and treatments to various areas before the termites are completely controlled. At no time will a no-tent service be backed up by a structural fumigation unless both treatments are performed on the structure.

Treatment Pros and Cons. With our drywood termite treatments, you have options. However, there are advantages and disadvantages that come with tent fumigation and no-tent treatments. Fumigation gives you a total kill, so that when you return to the structure, every drywood termite within the structure will be dead or in the stages of dying. Fumigation also leaves you with zero residual once the tent comes off of the building, due to the fact that the gas is cleared from the structure and escapes once the tarpaulin is removed. No-tent treatments do not work as quickly as tent fumigation, but leave a residual product behind, meaning that a new infestation of drywood termites may be controlled through this residual product. No-tent treatments may require multiple trips before the drywood termites are completely controlled.

What to Expect After Treatment. Once your structure has either been tent fumigated or treated through the no-tent process, you may see the termites try to swarm – this is normal. If you had your structure fumigated, this is called a "latent kill." If you had a no-tent procedure performed, this is the colony's way of trying to save itself from the termiticide that we used.

With a latent kill in fumigation, as the name points out, you achieve a kill within three to five days after the fumigation occurred. The termites are exposed to the fumigant correctly, but they do not die immediately. It is within this timeframe of a few days that you may see a termite swarm or see live termite activity. Another benefit to fumigation is that infestating rodents may be killed. Unfortunately, this can lead to an odor problem as the normal decay process occurrs. Ants may also enter the structure in search of dead or dying termites. Only a residual pest control treatment will control this infestation.

With termiticide exposure in the no-tent procedure, the termites start to transfer the product throughout the colony and the termites begin to die. Once this large number of termites begins to die, the colony tries one last attempt to save itself from dying and will swarm.

Swarmers do not cause damage to structures, will not sting you, and will not try to bite you. These are the termites that become the reproductives within a newly founded colony. Termite swarmers only enter wood that is relatively sound, with no varnishes, paints, or other coatings. They oftentimes will not enter plywood or particle board because it is not a solid wooden piece. Using something as simple as Windex or a similar household cleaner will kill the swarmers on contact and they can be cleaned up easily.

If you have any further questions, please do not hesitate to contact us directly at 1-800-285-7378.

X _____ Account # 512742

Customer Signature

Please see reverse side

Hulett Environmental Services© 2013

05/24/18

Customer Preparation Sheet for No-Tent Treatments

1. A No-Tent treatment provides a warranty for the whole structure, and therefore, access to all areas, affected or unaffected, within the structure must be permitted.
2. Unlike tent fumigation, it is not necessary for you or your pets to vacate the structure, or remove food items, while the service is performed.
3. Customer or customer's representative must be present at the property during the scheduled time of service in order for all interior treatments to be performed. Customer's representative must be at least 18 years of age to allow entry into the home. Your treatment may need to be rescheduled if interior access is not permitted or if representative is not at least 18 years of age.
4. Attic must be accessible to the technician. Areas within attics that have a large amount of items stored may need to be cleared in order for the technician to properly perform the service.
5. All exterior door and window frames must be clear of obstructions in order to properly perform the service.
6. Most drywood termite infestations begin in the rafter tails or soffit boots. These areas must also be accessible for the technician to perform the service. In addition, insulation may need to be moved to perform services. Hulett Environmental Services is not responsible for replacement or addition of insulation.
7. Walking through the attic may cause vibrations within the structure. Hulett Environmental Services will not be responsible for wall hangings, statues, shelving, etc... that could fall or otherwise be broken or damaged from vibrations within the structure.
8. If possible, move all furniture, or items, in affected areas away from walls within the living space at least 24 inches.
9. No-Tent treatments require areas within the living space to be drilled and treated. Although drilling is usually performed with the smallest bit possible, it may require a larger bit for some termite gallery treatments or multiple drill holes to be made. All drilled areas are patched with a non-cellulostic material after treatment. Hulett Environmental Services will not be responsible for any damage caused by drilling or treatment.
10. Exterior preparations (such as trimming shrubbery, removing flowers, or disconnecting satellite dishes) do not need to be made for a No-Tent termite treatment.

Crawling insects may immediately re-enter and infest your home.
Often, homes have an invasion of ants after treatment. The ants are attracted to the dead termites.

Initials I would like Hulett to perform their Healthy Home Pest Control service on my home.

Initial Cost: $93.00 Service Charge: $93.00

Initials At this time, I would not like Hulett's Healthy Home service.

X Scott Hamlin 03828 05/24/18

Hulett Representative Date

X _____

Customer (or Customer's Representative)

Hulett Environmental Services© 2013

HULETT environmental services

"Pest Control's Finest"

Hulett's Commercial Pest Prevention Agreement

- Pest Prevention
- Lawn Spraying & Fertilization
- Termite Control
- Rodent Control

www.bugs.com

☐ Food Establishment ☑ Non-Food Establishment

Date of Inspection: 05/24/18 Branch: 03 Ft. Myers ☐ Same As Service Address Account #: 512742

SERVICE

Glades County BOCC
Company Name
500 Ave J SW
Service Address
Morre Haven 33471
City State Zip Code
(863) 946-6000
Service Phone Business/Cell Phone

Type of Commercial Establishment

Susan Whidden. E911 Coordinator
Contact Name Job Title

BILLING

Company Name
Billing Address
City State Zip Code
Billing Phone Business/Cell Phone
jahern@myglades.com
E-mail Address Fax #

Map # Grid # Route # Tech #

SCOPE AND NATURE OF WORK

A. Pests Covered
☑ Ants ☑ Roaches ☐ Rats ☐ Mice ☐ Pantry Pests ☐ Flies: Silverfish, earwig ☑ Spiders

B. Intensive Initial Service
- Customized treatment to address any existing pest problems inside the structure.
- Identifies and corrects conditions conducive to pest infestation.

C. Recurring Service
- Performed ☑ 1 Time ☐ 2 Times ☐ 4 Times per month ☐ Other _____
- Creates a protective barrier around the property.
- If a pest problem occurs, ***Hulett will immediately schedule an additional service at no additional cost to you within 24 hours - Guaranteed!***

SERVICE CHARGES: Sq. Ft. 13,964 ☑ Tax Exempt

1. INITIAL SERVICE PAYMENT
   a. Initial/Start-up Service ..... $ 93.00
   b. One-Time Charges ..... $
   c. Product Charges ..... $
   d. Sales Tax (if applicable) ..... $
   TOTAL (1a+1b+1c+1d) ..... $ 93.00

2. MONTHLY SERVICE CHARGES
   a. Monthly Service Charges ..... $ 93.00
   b. Sales Tax (if applicable) ..... $
   TOTAL (2a+2b) ..... $ 93.00

3. MONTHLY LEASE CHARGES
   a. Leased Component Charges ..... $
   ☐Sconce ☐Standard ☐Industrial
   ☐Other _____
   b. Sales Tax (if applicable) ..... $
   TOTAL (3a+3b) ..... $

INITIAL SERVICE PAYMENT (Total of 1a,1b,1c and 1d) ..... $ 93.00

MONTHLY SERVICE/LEASE CHARGES (Total of 2+3) ..... $ 93.00

Special Instructions: American roach

#Rodent Stations _____ #Tin Cats _____ #Fly Lights _____ #Drains _____

Payment Information:

☐ EasyPay ☐ Cash ☐ Check # _____ P.O.# _____
☐ ACH ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX

Scott Hamlin 03828 — Hulett Representative
05/24/2018 — Date

_____ — Customer/Authorized Agent Signature
_____ — Date

White Copy - Office Yellow Copy - Customer

By signing above, you are acknowledging that you have read and agree to the terms and conditions listed on the front and on the reverse side of this Agreement.

THE HULETT GUARANTEE

*Your satisfaction is our top priority and we pledge to swiftly and effectively resolve any concerns you may have at no additional charge. After 30 days, should your pest problem persist and an infestation can be found in the physical structure, we will continue to provide service at no additional charge until you are satisfied, or we will refund your last regular service payment.**

*For the Hospitality industry, Hulett further guarantees that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, Hulett will reimburse the Company for the lost lodging and/or meal up to the Hulett regular monthly rate.***

**This guarantee is conditioned upon the customer following Hulett Environmental Services' instructions as outlined in this agreement and completion of all repairs and maintenance discovered upon initial inspection within 60 days. This guarantee does not mean you will never see another pest, but rather that the preventative measures being taken by Hulett will not allow an infestation to develop. A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this guarantee.*

***Reimbursement under the terms of the Hulett Money Back Guarantee for lost lodging and meal charges will be provided only when the Company Manager notifies a Hulett Manager in writing within 24 hours and provides the Hulett Manager with specific details of the problem and lodging and/or meal receipts. Reimbursement is restricted to one night's lodging and one meal charge per occurrence.*

TERMS AND CONDITIONS

1. **This Agreement will be in effect for an original period of 12 months and will continue thereafter month to month until terminated by either party with a 30-day written notice.**
2. Hulett Environmental Services (HES) reserves the right to adjust the service charge any time after the first year.
3. Customer agrees to make the premises available for service in order to maintain the effectiveness of HES' Commercial Pest Prevention program, and to accept such service. Customer also agrees to contact HES for additional service when a pest sighting occurs inside the structure.
4. Customer agrees to assist in correcting existing and potential conditions, such as sanitation and corrective construction measures, in order to prevent pest infestation. This includes, but is not limited to, keeping gutters and drains clean, cleaning debris from trash areas, repairing plumbing leaks, etc... Failure of Customer to take necessary steps to correct such conditions will relieve HES of its obligations under this agreement.
5. Customer agrees to notify HES, prior to technician rendering service, of any person on the premises to be treated who is or maybe allergic or sensitive to chemicals. If customer or any person on the premises is or may be allergic or sensitive to dust, pollen, odors, etc..., or suffers from respiratory illness, a physician should be consulted prior to any service being performed.
6. Customer expressly releases and waives all liability claims against HES for compensation, retreatments or repairs for past, present, or future insect or rodent damage to the structure or its contents, personal injury or damages arising from biting or stinging pests, or contact with any product used by HES at the service address.
7. This Agreement does not include control or prevention of bed bugs, fleas, ticks, exterior fire ants, termites, and/or other wood-destroying organisms, nor does it include treatment for mold or mold-like conditions, or any other insect or organism not specifically listed in this Agreement.
8. Should a rat or mouse problem become severe and require multiple visits between regular services, it may require additional fees for retreatment and/or exclusion.
9. Customer is responsible for replacement of damaged fly lights, rodent bait stations and/or tin cats, at an additional fee.
10. HES owns all equipment/bait stations to control and monitor insects and/or rodents unless otherwise noted on the front of this Agreement. Should the account be canceled, HES will need to access the property to retrieve said equipment/bait stations.
11. If Customer fails to cancel service prior to thirty (30) days before the next scheduled service, one month's regular service charge will be assessed.
12. In the case of default in payment by the customer, HES or its assignee may declare the entire balance to be immediately due and payable.
13. HES is entitled to bring civil suit and claim damages, interest, attorney's fees, and costs for issues arising from this agreement relating to collection of unpaid amounts. Customer agrees to pay interest on all amounts 30 days past due at the rate of one and one-half percent (1½%) per month (18% per annum). Venue of any legal action involving this agreement shall be only in Palm Beach County, Florida. Upon request, HES shall furnish to the customer a certificate of liability insurance coverage in effect.
14. Virtually all pesticides have some odor which may be present for a short time after application. Upon request, HES will provide information about the materials to be used in treating the premises.

Thank you for choosing Hulett Environmental Services, Pest Control's Finest!

www.bugs.com

1-800-285-PEST (7378)

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ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@freshfromflorida.com

CONSUMER NOTICE FORM

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

  Examples of this are:
  - Cracks in concrete slabs
  - Wood or wall siding in contact with ground
  - Plumbing leaks
  - Leaks in the roof
  - Water accumulating against side of house

  The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.
- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with Hulett Environmental Services (fill in company name) to provide wood-destroying organism(s) treatment, and I have read and understood the terms of the contract.

Glades County BOCC
Print Name of Consumer

Date: _____

_____
Signature of Consumer

Title: Property Owner or authorized agent

Scott Hamlin 03828
Print Name of Pest Control Representative

Date: _____

_____
Signature of Pest Control Representative

Company: Hulett Environmental Services