

Customer No. 3209302**SUBTERRANEAN TERMITE LIQUID DEFEND SYSTEM®**

THIS AGREEMENT PROVIDES FOR TREATMENT OF STRUCTURES WITH A SUBTERRANEAN TERMITE LIQUID DEFEND SYSTEM AND FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH TREATMENT UP TO \$250,000 (TWO HUNDRED AND FIFTY THOUSAND DOLLARS) WITHIN THE LIMITS STATED IN THIS CONTRACT. THE SUBSEQUENT EXCAVATION OF SOIL OR OTHER DISTURBANCE OF THE LIQUID DEFEND SYSTEM INSERTION POINTS MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser (print name) four seasons Condo Home Phone 321-783-7008 Work Phone _____
 Mailing Address same City _____ State _____ Zip Code _____
 Property Address 3799 S banana River Blvd City Cocoa Beach State FL Zip Code 32931
 Description of Structure(s) Covered Condo Email fourseason@aol.com

PAYMENT OPTIONS	SUMMARY OF CHARGES AND PAYMENTS
<input type="checkbox"/> Initial cash, check or credit card down payment of \$ _____ will be due upon acceptance of this Agreement by Terminix, and <input type="checkbox"/> 12 or <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> One-time cash, check or credit card payment will be paid upon acceptance of this Agreement by Terminix. <input type="checkbox"/> One-time credit card payment will be paid upon completion of the initial treatment. 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 without further signature or authorization from me.	1. SERVICE(S) PURCHASED A. INITIAL CHARGES (Initial Treatment and Initial Term Fee)..... \$ <u>1,296</u> B. Annual Renewals <u>1</u> year(s) @ \$ <u>359</u> per year..... \$ <u>359</u> Subtotal (Sum A + B)..... \$ <u>1,655</u> 2. TAX..... \$ <u>0</u> 3. GRAND TOTAL (1 + 2)..... \$ <u>1,655</u> 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): <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card ANNUAL RENEWAL TERM FEE..... \$ <u>359</u> OWNERSHIP TRANSFER FEE..... \$ <u>0</u>

Credit Card Type: MasterCard Visa Discover AMEX
 Credit Card # CHK # 3430
 Name (as it appears on credit card) _____
 Card Holder Signature _____ Card Exp. Date _____

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 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.
 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 and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 22 and 23 of the Terms and Conditions of this Agreement:

Purchaser (signature) _____ Date 11/18/09
 Terminix Representative (signature) Jorge Montiel Date 11/18/09
 Terminix Representative (print name) Jorge Montiel Terminix Branch Phone 407-757-7974
 Terminix Branch Address 745 North Dr, Melbourne FL 32974
 Terminix Branch Charter No. 2160

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

STATE-SPECIFIC DISCLOSURES: FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538. **FOR TEXAS RESIDENTS:** Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

TERMS AND CONDITIONS

- 1. INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial treatment of the Structures with the Liquid Defend System (the "Initial Treatment Date") 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.
- 2. FEES.** Purchaser shall pay the fees for initial treatment of the Structures with the Liquid Defend System 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. PROTECTION PLAN SERVICES.** Terminix will perform the following termite protection services during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services"): (a) Treat the Structures, as described on the Inspection Graph attached to this Agreement; with the Terminix Subterranean Termite Liquid Defend System (the "Liquid Defend System"); (b) Provide additional spot, liquid termiticide treatments at no additional charge to Purchaser, as deemed necessary by Terminix, to provide ongoing prevention, control; and/or elimination of Subterranean Termite colonies; and (c) Inspect the Structures annually or at any time upon the request of Purchaser for termite activity.
- 5. PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE LIQUID DEFEND SYSTEM ONLY CONTROLS AND/OR PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SPP.*, *HETEROTERMES SPP.* AND *FORMOSAN TERMITES (COPTOTERMES SPP.)* (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE LIQUID DEFEND SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE 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.
- 6. DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Subterranean Termite damage to the Structures and/or their contents occurs subsequent to the Initial Treatment Date during the Initial Term or any Renewal Term (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor up to \$250,000 in the aggregate to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Initial Treatment Date, whether or not live termites are present. Damage discovered after the Initial Treatment Date with no verified live and active infestation present shall be deemed to have been caused before the Initial Treatment Date. Because damage may be present in areas that 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. THE OBLIGATION OF TERMINIX TO REPAIR ANY COVERED DAMAGE TO THE STRUCTURE(S) IDENTIFIED IN THE INSPECTION GRAPH ISSUED PURSUANT TO THIS AGREEMENT ("COVERED STRUCTURE") AND TO REPAIR DAMAGE TO OTHER STRUCTURE(S) PURSUANT TO ANY OTHER TERMITE AGREEMENTS BETWEEN PURCHASER AND TERMINIX SHALL BE LIMITED TO REPAIR COSTS IN THE AGGREGATE OF \$250,000 (THE "COVERAGE LIMIT"). For the avoidance of doubt, the aggregate Coverage Limit applies throughout the life of this Agreement, including any additional renewal term. Purchaser shall be responsible for any repair costs in excess of the Coverage Limit. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES.
- 7. NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
- 8. 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.
- 9. 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.
- 10. PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined above), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser, Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be.
- 11. 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. 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 LIQUID DEFEND SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND/OR TO ARRANGE FOR AND PAY THE COSTS OF LABOR AND MATERIALS OF A CONTRACTOR UP TO \$250,000 IN THE AGGREGATE TO REPAIR ANY COVERED DAMAGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OF COVERED DAMAGE UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF COVERED DAMAGE AUTOMATICALLY WITHOUT FURTHER NOTICE. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.
- 12. 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.
- 13. INFORMATION REGARDING LIQUID DEFEND SYSTEM.** Purchaser acknowledges and agrees that the treatment of the Structures with the Liquid Defend System requires: (a) excavation of soil directly adjacent to the exterior walls and/or concrete slab of the Structures for insertion of liquid treatment; and/or (b) drilling of holes in and around the concrete slab, basement, crawl space and exterior walls of the Structures for the insertion of the liquid treatment. Purchaser further understands and agrees that the application of the Liquid Defend System treatment shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures and surrounding areas to ensure effective protection of the Structures. Purchaser hereby releases Terminix from any and all claims of damage to the Structures and surrounding areas as a result of the application of the Liquid Defend System. If Purchaser fails and refuses to allow Terminix to properly apply the Liquid Defend System as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
- 14. ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of initial treatment with the Liquid Defend System. If the Structures or areas on or near the Liquid Defend System insertion points are structurally modified, altered or otherwise changed (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 Liquid Defend System treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
- 15. 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.
- 16. 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, sabotage or pandemic.
- 17. 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.
- 18. 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 service charge or terminate this Agreement.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 be within the state where the customer's property, that is the subject of the services provided, is located.
- 23. 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.
- 24. GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 22 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.
- 25. 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.
- 26. DATA COLLECTION; PRIVACY POLICY.** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.