

SPECIMEN SUBTERRANEAN TERMITE DAMAGE REPAIR AND RETREATMENT SERVICE CONTRACT SPECIMEN

This agreement made this 3rd day of JUNE, in the year of 2005 in the City of PENSACOLA, State of Florida by and between Florida Pest Control & Chemical Co., hereinafter called the First Party or Florida Pest or FPC and LORRENE FULLER of age and a resident of City MOLINO State of FL, who declares himself to be the owner, and/or agent of the owner, of the below named property, hereinafter called Owner or the Second Party. Second Party hereby asserts, confirms and warrants that he/she/it has read, understood, and agreed to this contract, and is/are the owner(s) of the subject property and covered structure(s), and/or the authorized agent or representative of an and all said owners, with full power and authority to execute this contract and forever bind all owners and their principals, agents, heirs, representatives, successors, and signs.

## Witnesseth:

- FPC agrees to treat the following specifically identified Structure(s): DWELLING at the address 3421 STATE RD HWY 97 (Street) MOLINO (City), FLORIDA for the control and/or prevention of "ground-originating" subterranean termite, including Formosan Termites (Coptotermes Formosanus.) This Contract does not cover detached garages, out buildings, fences, decks or other buildings, construction or improvements to the property located at the above address, unless specified in writing on this Contract. At no additional cost, other than the annual renewal fee, FPC will make visual re-inspections of the property yearly for as many years as the owner keeps this contract in force and FPC will give additional treatment at anytime during the life of this contract, if Subterranean Termite infestation is found. The inspection will be of readily accessible areas only. The inspection will not cover areas that are enclosed, inaccessible or concealed by wall coverings, floor coverings, furniture, equipment, stored articles, nor any portion of the Structure(s) in which the inspection would necessitate removing or defacing any part of Structure(s). FPC will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for purposes of this Contract. Customer understands and agrees that any inspection of Structure(s) undertaken by FPC, and any representations, statements or reports made by the inspector or FPC about the inspection or Structure(s) should not be construed as an opinion, guaranty, warranty or promise regarding the structural integrity or soundness of the Structures) nor as an opinion, guaranty, warranty or promise of the presence or absence of subterranean termites, or other wood destroying organisms or damage to any portion of the Structure(s). Owner also acknowledges FPC is not authorized, nor licensed to, and does not, and can not, inspect for mold, and FPC gives no treatment nor opinion on health related effects or indoor air quality related to any fungi, whatsoever.
- Price:** Second Party hereby agrees and binds himself to pay FPC upon completion of the initial work, as compensation for labor, material and service herein contracted for, the sum of \$ 600.00 dollars, plus sales tax, if required, to be paid as follows: Cash ( ), Check (X), Credit Card ( ), Other ( ). This contract expires at the end of one year unless the option to renew is elected. At the expiration of this one-year contract, the Second Party may take advantage of the yearly termite service offered with this contract by paying FPC the annual renewal fee of \$ 205.00 dollars, plus sales tax, if required, each year NO LATER THAN 30 days after the Anniversary Date of this contract. FPC reserves the absolute right to adjust the annual renewal fee at the end of any contract year.
- Finance Charge on Unpaid Balances:** Any unpaid balance to bear interest at the rate of one and one-half (1-1/2) % per month, which is a FINANCE CHARGE, with an ANNUAL PERCENTAGE RATE of 18% on the unpaid balance.

**THIS CONTRACT CONTAINS DISCLAIMERS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.**

- Damage Repair Commitment/Limitation:** This contract provides protection against NEW subterranean termite damage, as defined herein, up to \$250,000.00 for all claims over the life of this Contract, including renewals, but subject to a \$200.00 deductible for each new claim, beginning and effective upon the effective date of structural protection, as more particularly explained on the reverse side of this contract in paragraph 8.
- Entire Agreement and Severability:** This contract is the sole and entire agreement between the parties, and supercedes, replaces, and/or is an accord and satisfaction of any and all prior understandings agreement(s), or contract(s) for the subject property (structures) or between the parties. Any and all modifications, changes, or waivers must be in writing and signed by both parties. Customer agrees that if any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of the Contract shall remain in full force and effect.
- Specific Exclusions:** This Agreement does not cover, and FPC and Owner specifically agree, FPC will not be responsible for:
  - Damage of any kind to other than the covered Structure(s), such as, but not limited to, personal property and items in or around the covered structure.
  - Personal Injury or damage of any kind which results/resulted in any way from moisture conditions created or caused by, and including, but not limited to, alteration(s) or structural modifications, construction defects, design defects, masonry failure, or grade alterations, whether visible or not; and/or fungus, mold, or wood rot, whether visible or not.
  - Damage resulting from moisture or dampness problems associated with above ground moisture accumulation caused by any natural or man-made source, including, but not limited to, accumulation, condensation, or leaks from exterior walls, roofs, skylights, chimneys, gutters, down spouts, windows, doors, plumbing, plumbing fixtures, air conditioning and heating equipment and associated pipes, pans, and duct work, inadequate ventilation, poor drainage, soil washout, etc.
  - Protection against and/or damage by Drywood Termites, any aerial (not from ground) infestation of subterranean termites; or any form or specie of insect, pest, or wood destroying organism, other than "ground originating" subterranean termites. Any termite infestation and resulting damage which does not occur by access from the soil (ground-originating) is excluded from this coverage.
  - Damage of any and every kind resulting from a construction with stucco on wire lathe on frame and/or rigid foam board and/or expanded foam materials in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden and/or protected access to the structure, whether visible or not.
  - Damage of any and every kind of resulting where wood, such as, but not limited to, posts, form boards, form & grade stakes, lumber, trash, debris, etc., were/has been/are in direct contact with the soil, whether visible or not, and/or covered by or buried under the foundation, whether visible or not, or where open areas/spaces or cracks existed/exist in the foundation slab, whether visible or not.
  - Any damage to, or repair/replacement of the Structure(s), or its contents, that existed prior to the date of this Contract, or the date of the preconstruction treatment, or the repair effective date, as defined herein, whichever occurs later, regardless whether or not such damage is noted on the initial graph. Customer agrees that the damage disclosed on the initial graph may not represent all the existing damage to the Structure(s). Customer further agrees that FPC does not represent or guarantee that the initial graph represents all existing damage to the Structure(s).
  - FPC agrees to use all reasonable care when providing initial and subsequent termite treatment in order to avoid damage to shrubs, vegetation and other property, but under no circumstances or conditions will FPC be responsible for damages to shrubs, vegetation, sprinklers, plumbing, wiring, cable, well, etc., occurring during treatment and control work, other than that caused by negligence on the part of FPC.
  - Costs & expenses to determine whether or not damage exists or existed, and/or to determine the extent of any damage.
  - Personal expenses such as, but not limited to, lodging, meals, transportation, medical expenses, day care, moving and storage costs, etc. incurred as a result of treatment, retreatment and/or damage repair.
  - Loss of rental/income or any type business opportunity because of treatment, retreatment or damage repair.
- Disclaimer and Limitation:** The terms herein constitute the entire agreement, and is expressly limited to and by the provisions set forth herein. All other obligations, promises, warranties, or guarantees, either expressed or implied, are hereby expressly disclaimed.

I/WE HAVE READ BOTH SIDES OF THIS CONTRACT IN ITS ENTIRETY AND FULLY UNDERSTAND AND ACCEPT ITS CONTENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, AND ANY EXCLUSIONS, DISCLAIMERS, LIMITATIONS, OR CONDITIONS CONTAINED WITHIN THIS CONTRACT.

Owner Lorrene E. Fuller Date: 06/03/05 By: [Signature]  
 Second Party: \_\_\_\_\_ Date: \_\_\_\_\_ Treatment type: ☒ Pre-construction ☒ Post-construction

Florida Pest Control &amp; Chemical Co.