



OF CHARLESTON, SOUTH CAROLINA
1720 Signal Point Road • P.O. Drawer 12760 • Charleston, SC 29422
SENTRICON COLONY ELIMINATION SYSTEM

SERVICE CONTRACT FOR TREATMENT AGAINST SUBTERRANEAN TERMITES. THIS CONTRACT EXCLUDES COVERAGE FOR THE REPAIR OF TERMITE DAMAGE.

Contract No: 2544900

Date: August 23, 2017

Customer Name: David Miller

347 W. Broadway Apt 7
New York, NY 10013

Street Address of the structure to be treated: 38 Church Street
Charleston, SC 29401

GENERAL CONDITIONS

This contract (the "Contract") between Atlantic Pest and Termite Management, Inc. (the "Company") and the above-named customer(s) (the "Customer") covers only the structure depicted on the attached graph (the "Structure"). No fences, detached garages, out-buildings or other building or construction at the above address are covered by this Contract, unless specified in writing herein.

In consideration of Customer's Payment of \$850.00, Company agrees to install the Sentricon Colony Elimination System for the control of Native Eastern Subterranean Termites (Genus Reticulitermes)(the "Termites") at the Structure. *If Option 1, below, is selected, the term "Termites" will also include Formosan Termites (Coptotermes formosanus).

Customer Agrees that this Contract:

Option 1: Will include baiting for the control of, and a remedial application of termiticide, as deemed appropriate by Company, for new infestations by, Formosan Termites (Coptotermes formosanus)

Customer agrees to Option 1: ☒ Check DM (Customer Initials).

Option 2: Will exclude baiting for Formosan Termites (Coptotermes formosanus) and will not provide for a remedial application of termiticide in the event of a new infestation by Formosan Termites

Customer agrees to Option 2: ☐ Check _____ (Customer Initials).

Customer understands that if Option 2 is selected, Company will have no responsibility to treat the Structure in the event of a new infestation by Formosan Termites. **This Contract only provides protection from ground-based termite infestation, and does not protect against aerial termite infestation.** This Contract does not provide baiting, treatment, or protection with regard to any other wood destroying organism, insect or pest, including, without limitation, drywood termites, boring beetles, wood decay fungus, or any other wood destroying organism, with the exception of the Subterranean Termites specified above.

Customer understands and agrees that, in the event of a new subterranean infestation of live Termites, Company's obligation and liability under this Contract is limited to providing REMEDIAL TERMITICIDE TREATMENT ONLY, as deemed appropriate by Company, and in no event will Company be held responsible for any damages or repairs to the Structure or its contents.

TREATMENT DATE: 08/18/2017

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICE COMMITMENT.** Company will, in compliance with all applicable federal and state laws and regulations and in accordance with all manufacturer's requirements and instructions: (1) Apply a standard liquid termiticide treatment and install Sentricon Stations in the soil around the outside perimeter of the Structure for the purpose of controlling subterranean Termites, (2) monitor those stations for one year from the date hereof, and (3) during that year add bait and remove it from the Sentricon Stations as appropriate. Company will exercise reasonable care while performing any work hereunder. .

2. **REINSPECTIONS.** During the Term of the Agreement, the Company will inspect the treated property at such intervals as the Company may deem necessary, or annually upon the Customer's request. No failure on the part of the Customer and/or the Company to request reinspection shall in any way affect the Customer's rights under this Agreement. The Customer agrees to make the Treated Property available for reinspection.

3. **RENEWAL FEE.** Upon the payment of an annual renewal fee of \$395.00, this Contract will renew on an annual basis for up to a maximum of six (6) renewals, unless either party gives written notice to the other party at least thirty (30) days prior to the anniversary

(continued on back side)

Agreement #1-B

date, of its election to not renew the contract. In its sole discretion, Company may offer Customer the option to extend the contract for an additional one (1) year period(s) of time. Company reserves the right to adjust the renewal fee annually.

4. NO LIABILITY FOR DAMAGE. THIS CONTRACT DOES NOT COVER THE REPLACEMENT OR REPAIR OF ANY DAMAGE, WHETHER CAUSED BY SUBTERRANEAN TERMITES OR OTHERWISE. If, during the term of the Contract, the Structure should be infested by live termites, and said infestation verified by a Company representative, Company's sole responsibility is to provide a remedial treatment of termiticide, as deemed appropriate by Company, free of charge, at the infested area. Customer understands that Company will have no liability for damage to the Structure, caused by any wood destroying organism, even if said damage was caused by Company's own negligence. Customer expressly releases Company from any and all liability for damage to the Structure even if said damage was caused by Company's own negligence.

5. COURTESY FINDINGS. While visiting Customer's property to monitor the Sentricon System, Company may, from time to time, make visual observations of relevant conditions conducive to Termite infestation (leaking pipes, wood to ground contact, etc.), and report said conditions to Customer. ("Courtesy Findings"). It is understood and agreed that Company has no obligation to make the Courtesy Findings and that it remains Customer's sole responsibility to maintain the Structure free of any conditions conducive to Termite infestation. Customer agrees to release Company from any liability, including liability for Company's own negligence, related to the Courtesy Findings, or to Company's failure to observe or report any conducive condition.

6. NON-PAYMENT. Customer agrees to pay Company's invoices upon receipt. Company reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event that legal action is necessary to collect any amount due to Company, Company shall be entitled to the recovery of all reasonable costs of collection, including attorney's fees and expenses.

7. INSTALLATION/OPERATION OF SENTRICON SYSTEM. The Sentricon system involves installing Sentricon stations containing a Termite bait. The active ingredient in the Termite bait is an insect growth regulator (noviflumuron), which prevents worker Termites from molting (critical to colony survival). Intervals from a few weeks to several months should be expected between installation of the Sentricon system and colony elimination. During the interval(s) between installation of the Sentricon stations and elimination of existing Termite colonies, Termite feeding within the Structure, possibly involving structural damage, may occur.

8. ACCESS TO PROPERTY, NOTICE OF CLAIMS. For the purpose of providing the Installation and subsequent services, Customer agrees to grant Company unrestricted access to the property, without prior notice, to allow work in and around the grounds, structure, crawl area, etc. Company reserves the right to terminate this Contract if Customer fails to provide unrestricted access. Any claim for a remedial treatment of termiticide under the terms of this Contract must be submitted in writing within three (3) business days of Customer discovering a live infestation of subterranean termites.

9. ADDITIONS, ALTERATIONS AND/OR SOIL DISTURBANCE. Customer will promptly notify Company in writing prior to the Structure being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation. Additionally, Customer will promptly notify Company in writing following any other physical disturbance of the soil resulting from storm, flooding, or other natural occurrence, or of any tampering with bait stations. Company reserves the right to terminate this Contract if Customer fails to notify Company of any additions, alterations or soil disturbance. Such additions/alterations/physical disturbance of the soil and/or tampering, at the election of Company, shall void this Contract.

10. REPLACEMENT OF BAIT. Customer will promptly notify Company of missing or stolen bait stations and Customer agrees to pay a service fee of \$100 to replace these missing or stolen bait stations should service be needed outside of scheduled service time.

11. CONDITIONS CONDUCTIVE TO INFESTATION. Customer warrants full cooperation with Company during the term of this Contract and agrees to maintain the structure free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water under pier-type structure. Customer also agrees to notify Company of and to promptly eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under the Structure. Company reserves the right to terminate this Contract if Customer fails to promptly correct any condition conducive to infestation.

12. ENTIRE AGREEMENT. This Contract, together with the attached graph, constitutes the entire agreement between the parties, and no other representations or statements, whether oral or written, will be binding upon the parties. The attached graph covers only those areas that were visible, accessible and unobstructed at the time of inspection and does not cover areas such as those concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances, or stored articles. Because damage may be present in areas that are inaccessible to a visual inspection, Company does not guarantee that the attached graph discloses all existing damage.

13. DISCLAIMER.

(A) Company's liability under this Contract will be terminated if Company is prevented from fulfilling its responsibilities under the terms of this Contract by circumstances or causes beyond the control of Company.

(B) Company disclaims any liability for special, incidental or consequential damage. THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. TRANSFERABILITY. This Contract and Limited Warranty hereunder shall terminate upon transfer of ownership of the described Structure. A new Contract may, at its discretion, be issued by Atlantic Pest & Termite Management Inc. to a new owner provided the owner signs a Contract as the new owner. Atlantic Pest & Termite Management Inc. reserves the right to administer a transfer fee and adjust the annual renewal fee upon transfer of ownership, as well as change the type of coverage offered.

15. OWNERSHIP OF SENTRICON SYSTEM. Customer understands that all components of the Sentricon System are and will remain the property of Dow AgroSciences. If any of the components of the Sentricon System are damaged or destroyed by Customer, or Customer's agents, Customer is responsible for repair and/or replacement of said components. Upon the termination of this Contract, Customer authorizes Company to enter Customer's property and retrieve all components of the Sentricon System.

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

17. APPLICABLE LAW. This Contract shall be governed by South Carolina law.

By signing this Contract, I, the Customer, certify that I have been provided a full and complete opportunity to review this Contract, that I have read and understand the provisions of this Contract, and the attached graph, and understand that the Company and the undersigned are bound only by the terms of this Contract and not by any other representation(s) oral or otherwise.

9-18-17

Date

Customer



08/18/2017

Date

Atlantic Pest and Termite Management, Inc.