



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 85064-091517154427-4734

Inspection Date: 09/15/2017

Inspector: DOUGLAS, GORDON

Homeowner Name: PATRICK FORD
Address: 125 WENTWORTH RD
City State Zip: RYE, NH, 03870-6111
Home Phone: 6034316023
Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION			
PROPERTY DETAILS			
Linear Feet:	<u>250</u>	Built Pre 1985:	<input type="checkbox"/>
# of Stories:	<u>1</u>	Roof Type:	<u>Shingle Roof</u>
Construction Type:	<u>Basement</u>	Siding:	<u>Other</u>
Square Footage:	_____	Lot Size:	_____
Cubic Feet:	_____	Eave Height:	_____
Primary Use:	<u>Single Family Dwelling</u>		
Foundation Type:	<u>Hollow Block</u>		
Industry Type:	_____		
# of Gas Meters:	_____		
Peak Height:	_____		
PROPERTY HAS A:			
Cistern:	<input checked="" type="checkbox"/>	French Drain:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input checked="" type="checkbox"/>	Sprinkler System Present:	<input type="checkbox"/>
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	
Well:	<input checked="" type="checkbox"/>		
CONDUCTIVE CONDITIONS			
Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input type="checkbox"/>	Foundation slab/wall visible?	<input checked="" type="checkbox"/>
Conditions allowing water to collect around structure?	<input type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input checked="" type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:	None		



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Obvious Signs Of Leaks?	<input type="checkbox"/>
Musky Odors?	<input checked="" type="checkbox"/>	Bath Traps Installed Where Applicable?	<input type="checkbox"/>
Wall Separation/Cracks?	<input type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

ATTIC

Number Of Attics: 1 Attic Access Location: Inside - Door

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation? <input type="checkbox"/>	Adequate Insulation R-Value? <input type="checkbox"/>	Obvious Signs Of Leaks? <input type="checkbox"/>
Attic Vents Screened? <input checked="" type="checkbox"/>	Asbestos Present? <input type="checkbox"/>	

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: None

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

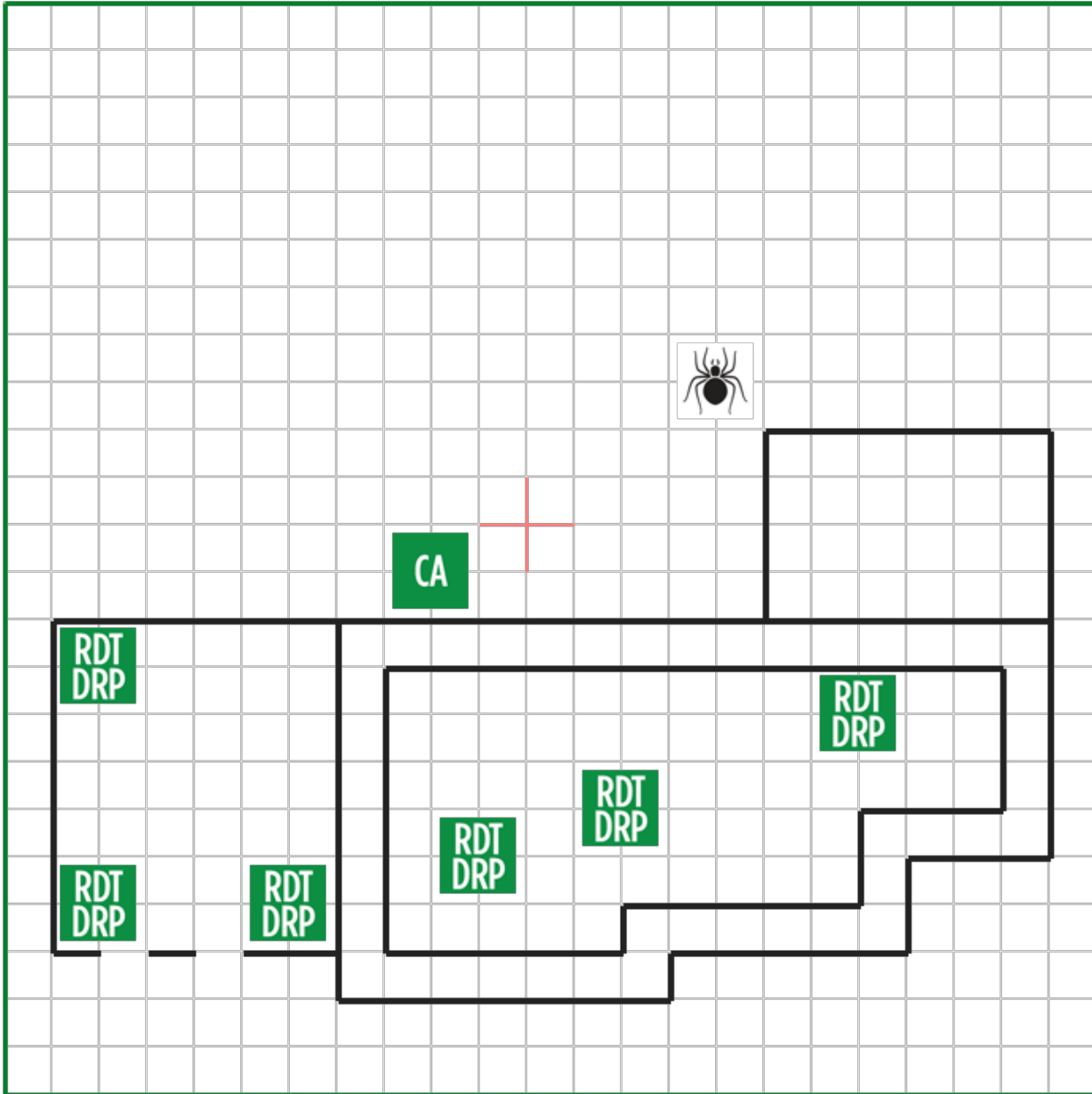
Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

None	Date:	09/15/2017
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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Scale 1:1










































This graph 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 disclosed above. 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 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.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall at no greater than 12" intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall at 12" intervals or less
130	Drill and treat voids of a stone foundation wall at 12" intervals or less	131	Drill and treat voids of a triple brick foundation wall at 12" intervals or less
132	Drill and treat voids of a hollow block foundation wall at 12" intervals or less	133	Drill and treat voids of a brick veneer foundation wall at 12" intervals or less
134	Drill and treat all voids of a chimney at 12" intervals or less	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab at 12" intervals or less along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall at 12" intervals or less and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall at 12" intervals or less and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab at 12" intervals or less and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



RODENT EXCLUSION SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION AND MONITORING OF A PEST EXCLUSION SYSTEM TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN RODENTS.

Purchaser (print name) PATRICK FORD Home Phone 6034316023 Work Phone
Purchaser Mailing Address
Property Address 125 WENTWORTH RD, RYE, NH 03870-6111
Description of Structure(s) Covered House Email patford@logingeconometrics.com

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 rodenticide(s), which will be applied to the Structures.
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 has reviewed and agrees to the Roof Damage Waiver provision set forth in Section 7-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

Table with 2 columns: Description and Amount. Rows include INITIAL CHARGE* (1687.50), ANNUAL RENEWAL CHARGE* (200.00), and BILLING FREQUENCY (Annual). Includes a note: *Excludes tax (if applicable)

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 19 and 20 of the Terms and Conditions on page 2 of this Agreement:

Signature lines for Purchaser Name (PATRICK FORD), Representative Name (DOUGLAS, GORDON), and Terminus Branch information (6032239220, 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416).

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 GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. 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 installation (the "Installation Date") of the Exclusion System Components 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. Terminix reserves the right to revise the Annual Renewal Term Fee following the expiration of the second Renewal Term.

2. **FEES.** Purchaser shall pay the fees for Installation of the Exclusion System and purchase of the Exclusion System Components in accordance with the payment terms set forth in this Agreement 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 Structures for purposes of identifying access points utilized by Covered Pests to gain entry to the Structures and any existing infestations of Covered Pests.

4. **COVERED PESTS.** The obligations of Terminix hereunder only apply to the following pests: common rodents (including rats and mice), bats, tree squirrels and flying squirrels and pigeons, starlings and sparrows (collectively "Covered Pests").

5. **EXCLUDED PESTS.** The following pests are not covered by this Agreement and Terminix shall have no obligations hereunder with respect to such pests: insects, spiders and wildlife (including, but not limited to, raccoons, opossums, skunks, armadillos and snakes [whether venomous or non-venomous], groundhogs, rabbits, ground squirrels, chipmunks, foxes, large lizards, pocket gophers, voles, moles, alligators, beavers, muskrats, marmots, porcupines and deer) or any other pests not specified as a Covered Pest in Section 4—Covered Pests (collectively "Excluded Pests").

THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY EXCLUDED PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY EXCLUDED PESTS.

6. **LIMITED EXCLUSION PLAN SERVICES; NO DAMAGE WARRANTY.** 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) Analyzing the Structures on Purchaser's premises to identify actual and potential entry points to the Structures that could be used by Covered Pests to gain access to the Structures; (b) Identifying any existing infestations of Covered Pests; (c) Sealing of all entry points through installation of screens, excluder fabrics and sealants (the "Exclusion System Components") in the locations identified on the Inspection Graph attached to this Agreement to prevent Covered Pests from entering the Structures; (d) Controlling for and mitigating against infestation of Covered Pests existing at time of inspection using rodenticides and/or traps; (e) On an annual basis or at any time, upon the reasonable request of Purchaser, inspecting the installed Exclusion System Components and Structures for damage to the Exclusion System Components caused by Covered Pests and/or any actual entry to the Structures by Covered Pests and resulting infestations; (f) Subject to Section 9—Purchaser Cooperation, repairing or replacing any Exclusion System Components damaged by Covered Pests and/or installing additional Exclusion System Components to seal new access points utilized by Covered Pests to gain entry to the Structures; and (g) Controlling for and mitigating against infestations of Covered Pests which actually gain entry to the Structures. EXCEPT FOR REPAIRS TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY COVERED PESTS AS EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS, WHETHER COVERED PESTS OR EXCLUDED PESTS, TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT COVERED PESTS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.

7. **ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL THE EXCLUSION SYSTEM COMPONENTS, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF PURCHASER'S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, GUTTERS, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.

8. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation and monitoring of the installed Exclusion System Components and controlling for and mitigating against Covered Pests which gain entry to the Structures. 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. **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.

11. **INFORMATION REGARDING EXCLUSION SYSTEM SERVICES.** Purchaser acknowledges and agrees that the installation of the Exclusion System Components requires sealing of all potential access points to the Structures through which a Covered Pest may gain entry which may require installation of roof returns, plumbing caps, mushroom cages, chimney caps, garage door seals, dryer vent caps and/or wire mesh. Purchaser further understands and agrees that the installation of the Exclusion System Components shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures. Purchaser hereby releases Terminix from any

and all claims of damage to the Structures as a result of the installation of the Exclusion System Components. If Purchaser fails and refuses to authorize Terminix to install the Exclusion System Components, in the locations and in the manner as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.

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 Exclusion System Components. If the Structures or areas on or near the installed Exclusion System Components 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 install additional Exclusion System Components 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 an ownership transfer fee as determined by Terminix in its sole discretion. 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. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 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.

22. **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



Summary of Charges

	Product	Amount	Tax	Discount	Total Amount
Initial Term	Residential Exclusion	\$1687.50	\$0.00	\$0.00	\$1687.50
Grand Total:					\$1687.5

Product	Merchandise	Quantity
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Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

AUTO PAY: Purchaser authorizes Terminix to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Authorization

Purchaser Name: PATRICK FORD **Purchaser (Signature):** _____ **Date:** _____



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Inspector: DOUGLAS, GORDON

See for yourself why Terminix is America's #1 provider of termite and pest control.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock by computer, tablet or smartphone. Just sign up at Terminix.com or download our free Terminix app for iPhone®, iPad® or Android® devices. You'll be able to:

- Schedule services
- Request additional treatments
- Review service history
- Access billing history
- Request a call from a representative
- Enroll in EasyPay

MAKE PAYMENTS WORRY-FREE.

Save time and money with EasyPay automated payments. Payments are charged to your debit or credit card when they're due, so you can skip the stamps and save some time.

RECOMMEND TERMINIX TO FRIENDS AND FAMILY.

For each referral that results in the purchase of a Terminix service, you can earn valuable credits to put toward your own Terminix bill. Find out more. Terminix.com/Customer-Support/Refer-A-Friend

FIND OUT WHAT PEOPLE ARE SAYING.



consumeraffairs.com/homeowners/terminix





NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520162417-7503

Inspection Date: 10/15/2020

Inspector: MARSTERS, ALEX

Homeowner Name: PATRICK FORD
Address: 125 WENTWORTH RD

City State Zip: RYE, NH, 03870-6111
Home Phone: 6034316023

Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	<u>100</u>	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	<u>Single Family Dwelling</u>
# of Stories:	<u>2</u>	Roof Type:	<u>Shingle Roof</u>	Foundation Type:	<u>Hollow Block</u>
Construction Type:	<u>Basement</u>	Siding:	<u>Wood</u>	Industry Type:	_____
Square Footage:	<u>1000</u>	Lot Size:	<u>1</u>	# of Gas Meters:	_____
Cubic Feet:	_____	Eave Height:	_____	Peak Height:	_____

PROPERTY HAS A:

Cistern:	<input type="checkbox"/>	French Drain:	<input checked="" type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input checked="" type="checkbox"/>	Sprinkler System Present:	<input type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:			

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Trees/shrubs on or against home?	<input checked="" type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input checked="" type="checkbox"/>
Conditions allowing water to collect around structure?	<input checked="" type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?		Siding Less Than 6" From Grade:	<input checked="" type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input checked="" type="checkbox"/>
Breeding Sites:	Containers Collecting Water, Tree Hole		



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
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Inspector: MARSTERS, ALEX

INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	<input type="checkbox"/>	A/C - Heat Ducts in or Below Slab:	<input type="checkbox"/>
Plenum A/C - Heat System:	<input type="checkbox"/>	Radiant Heat:	<input type="checkbox"/>

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Obvious Signs Of Leaks?	<input checked="" type="checkbox"/>
Musky Odors?	<input checked="" type="checkbox"/>	Bath Traps Installed Where Applicable?	<input checked="" type="checkbox"/>
Wall Separation/Cracks?	<input checked="" type="checkbox"/>	Sagging Or Bouncing Floors?	<input type="checkbox"/>

ATTIC

Number Of Attics: 1 Attic Access Location: Inside - Door

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation? <input checked="" type="checkbox"/>	Adequate Insulation R-Value? <input checked="" type="checkbox"/>	Obvious Signs Of Leaks? <input type="checkbox"/>
Attic Vents Screened? <input checked="" type="checkbox"/>	Asbestos Present? <input checked="" type="checkbox"/>	

CRAWL SPACE

Number Of Crawl Spaces: 2 Crawl Space Access Location: Inside

Height Of Crawl Space: 72 High Point Of Crawl Space: 84 Low Point Of Crawl Space: 72

Distance Between Joists: 15 Depth Of Joists: 9 # of electrical connections: 24

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

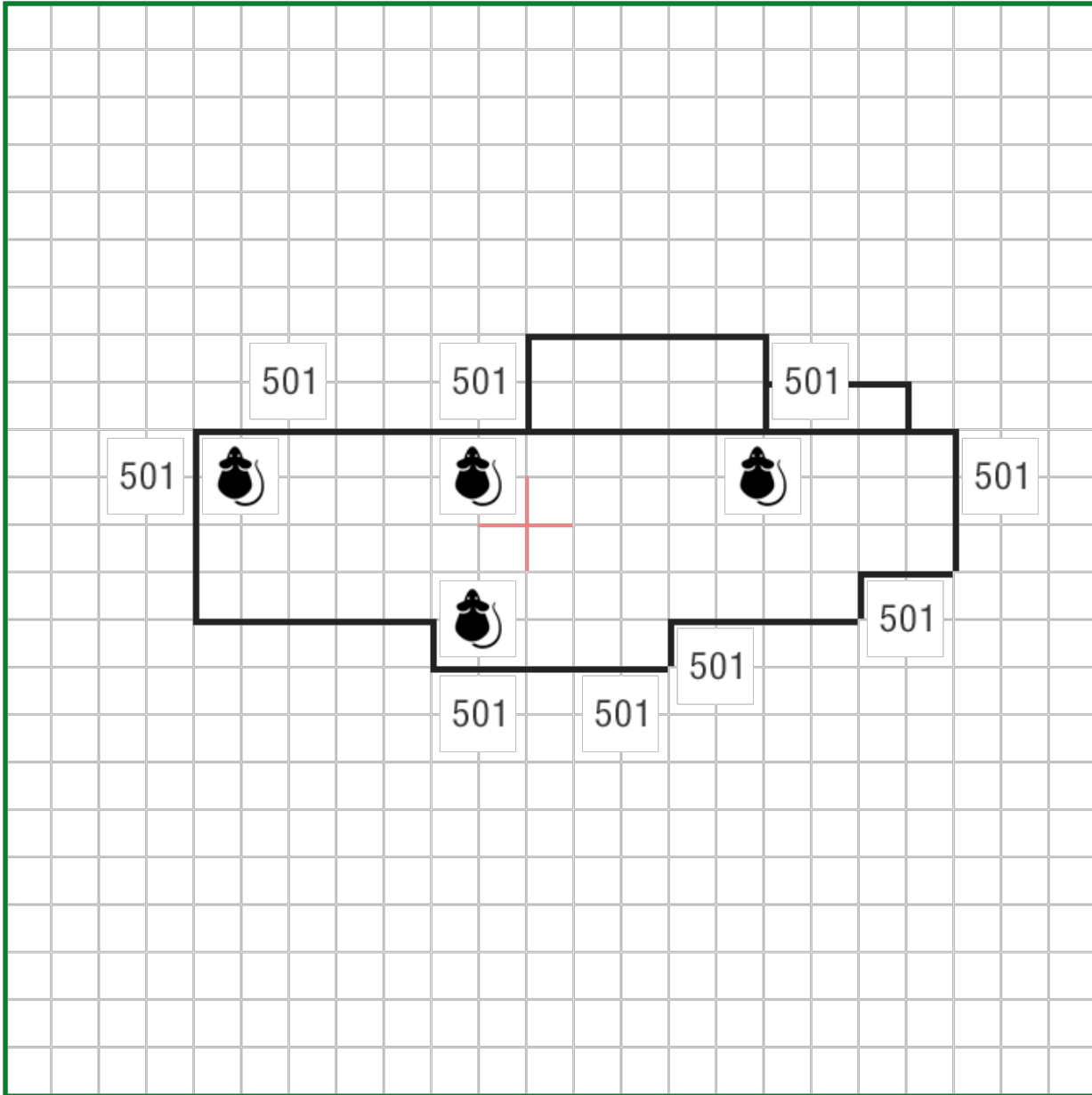
Excessive Moisture? <input checked="" type="checkbox"/>	Visible Plumbing Leaks? <input type="checkbox"/>	Cracked foundation walls/supports? <input checked="" type="checkbox"/>
Sagging Or Cracked Floor Joists? <input type="checkbox"/>	Wood-Earth Contact? <input checked="" type="checkbox"/>	Wood Debris In Crawl Space? <input checked="" type="checkbox"/>
Inadequate Ventilation In Crawl Space? <input type="checkbox"/>	Wood Embedded In Concrete? <input checked="" type="checkbox"/>	Entire Crawl Space Accessible? <input checked="" type="checkbox"/>

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Open cracks and crevices, basement ceiling tiles and insulation.	Date:	10/15/2020
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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Scale 1:



This graph 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 disclosed above. 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 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.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						



NEW HAMPSHIRE
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Inspector: MARSTERS, ALEX

FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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34 LOCKE RD UNIT 1
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Inspector: MARSTERS, ALEX

FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



GUTTER EXCLUSION AGREEMENT

THIS AGREEMENT PROVIDES FOR INSTALLATION OF GUARDS TO GUTTERS AROUND A STRUCTURE TO REDUCE THE BUILDUP OF DEBRIS AND MITIGATE AGAINST PEST INVADERS.

Purchaser: PATRICK FORD Home Phone: 6034316023 Work Phone: _____
Purchaser Mailing Address: 125 WENTWORTH RD, RYE, NH 03870
Property Address: 125 WENTWORTH RD, RYE, NH 03870-6111
Email: patford@logingeconometrics.com
Estimated Start Date: _____ Estimated Completion Date: _____

SERVICE / PAYMENT TERMS	
Installation Services & Gutter System Components*	\$ 1960.00
*Excludes tax (if applicable)	

Purchaser acknowledges, accepts and agrees that:


Terminix has provided the Purchaser with an Inspection Graph, as described in Section 2-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.


Purchaser has reviewed and agrees to the Roof Damage Waiver provision set for in Section 5-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 13 and 14 of the Terms and Conditions on page 2 of this

In the event that events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by

Purchaser Name: PATRICK FORD Purchaser (Signature):  Date: 10/15/2020

Representative Name: MARSTERS, ALEX Representative (Signature):  Date: 10/15/2020

Terminix Branch Phone: 6032239220 Terminix Branch Charter No.: _____

Terminix Branch Address: 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416

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

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.

FOR VIRGINIA RESIDENTS: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred

losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559

TERMS AND CONDITIONS

1. **FEES.** Purchaser shall pay the fees for Installation of the Gutter Exclusion System and purchase of the Gutter Exclusion System Components in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
2. **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 Structures.
3. **NON-COVERED PESTS.** There are no pests covered by this Agreement and Terminix shall have no obligations hereunder with respect to any pests.

THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE GUTTER EXCLUSION SYSTEM COMPONENTS CAUSED BY PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY PESTS.

4. **LIMITED GUTTER EXCLUSION SERVICES; NO DAMAGE WARRANTY.**

Terminix shall provide the following services (hereinafter the "Services"):

Install guards to gutters around Purchaser's Structure (the "Gutter Exclusion System Components") in the locations identified on the Inspection Graph. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT ATTEMPT TO AND/OR GAIN ENTRY TO THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE GUTTER EXCLUSION SYSTEM COMPONENTS.

5. **ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL CERTAIN GUTTER EXCLUSION SYSTEM COMPONENTS, TERMINIX MAY HAVE TO GAIN ACCESS TO THE ROOF OF PURCHASER'S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE GUTTER EXCLUSION SYSTEM COMPONENTS.
6. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation of the Gutter Exclusion System Components. The failure to allow Terminix such access will terminate this Agreement without further notice.
7. **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.
8. **LIMITED WARRANTY.** TERMINIX WARRANTS THAT THE GUTTER EXCLUSION SYSTEM COMPONENTS SHALL BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION OR SUCH LONGER PERIOD AS SPECIFIED IN THE MANUFACTURER'S PRODUCT WARRANTY. THE SOLE OBLIGATION OF TERMINIX FOR ANY CLAIMS UNDER THIS LIMITED WARRANTY IS TO REPAIR OR REPLACE ANY DEFECTIVE COMPONENT(S), INCLUDING REMOVAL OF THE DEFECTIVE COMPONENT(S) AND INSTALLATION OF THE REPLACEMENT COMPONENT(S) ON THE STRUCTURE FREE OF ANY CHARGES TO PURCHASER. 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.
9. **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. Additionally, Terminix shall not be liable to Purchaser and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged or the Services become ineffective, due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.

all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

10. **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 terminate this Agreement.
11. **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.
12. **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.
13. **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."
14. **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.
15. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 13 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.
16. **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.

STATE-SPECIFIC DISCLOSURES:

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner Tenant" as required by Cal. Bus. & Prof. Code section 8538.

FOR GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires



Contract #: 99146-101520162417-7503

Property Work Authorization And Service Agreement
Crawl Space Insulation

Purchaser (print name) PATRICK FORD Home Phone 6034316023 Work Phone
Purchaser Mailing Address 125 WENTWORTH RD, RYE, NH 03870
Property Address 125 WENTWORTH RD, RYE, NH 03870-6111
Description of Structure(s) Covered Garage/Carport, House Email patford@logingeconometrics.com
Estimated Start Date: Estimated Completion Date

Table with 2 columns: SERVICE / PAYMENT TERMS, Amount. Row 1: SERVICE(S) PURCHASED Installation * \$ 9294.00. Row 2: *Excludes tax (if applicable)

Services will be performed in a workman-like manner. Terminix reserves the right to sub-contract the work to a contractor chosen by Terminix. This Service Agreement can be canceled at any time prior to service delivery by the Purchaser by notifying Terminix in writing or by telephone. This Service Agreement does not guarantee against present or future termite damage to Purchaser's property or possessions. This Service Agreement does not provide for repairs or compensation resulting from any defective materials or workmanship, except as provided for in paragraph 1 ("Limited Warranty") on the reverse side of this agreement.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 10/15/2020 ARE PART OF THIS AGREEMENT.

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

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 events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by Purchaser and

Purchaser Name: PATRICK FORD Purchaser (Signature): [Handwritten Signature] Date: 10/15/2020
Representative Name: MARSTERS, ALEX Representative (Signature): [Handwritten Signature] Date: 10/15/2020
Terminix Branch Phone: 6032239220 Terminix Branch Charter No.:
Terminix Branch Address: 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416

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. Virginia: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559

TERMS AND CONDITIONS

1. **LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective workmanship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.
2. **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. Purchaser must allow Terminix access to the identified property for 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 Plan without further notice.
3. **DISCLAIMER.**
 - A. Terminix's liability 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 materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.
 - B. 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 organisms.
 2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 3. Concrete or 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. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.
 7. Damage resulting from or services required for concrete or masonry failure of grade alterations.
 8. Inherent structural problems or damage resulting from such problems.
 - C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

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 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.

4. **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 here in, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
5. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.
6. **ENTIRE AGREEMENT.** This Contract, 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.
7. **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.
8. **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.
9. **Notice for California Consumers:** 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 security 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.



RODENT EXCLUSION SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION AND MONITORING OF A PEST EXCLUSION SYSTEM TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN RODENTS.

Purchaser (print name) PATRICK FORD Home Phone 6034316023 Work Phone _____

Mailing Address 125 WENTWORTH RD, RYE,NH 03870

Property Address 125 WENTWORTH RD, RYE,NH 03870-6111

Description of Structure(s) Covered Garage/Carport,House Email patford@logingeconometrics.com

Estimated Start Date _____ Estimated Completion 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 rodenticide(s), which will be applied to the Structures.

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 has reviewed and agrees to the Roof Damage Waiver provision set forth in Section 7-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.


SERVICE / PAYMENT TERMS		
INITIAL CHARGE* (Installation Services & Exclusion System Components).....	\$	2500.00
ANNUAL RENEWAL CHARGE*.....	\$	200.00
BILLING FREQUENCY.....		Annual
*Excludes tax (if applicable)		

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 19 and 20 of the Terms and Conditions on page 2 of this Agreement:

In the event that events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by Purchaser and Terminix.

Purchaser Name: PATRICK FORD Purchaser (Signature):  Date: 10/15/2020

Representative Name: MARSTERS, ALEX Representative (Signature):  Date: 10/15/2020

Terminix Branch Phone: 6032239220 Terminix Branch Charter No.: _____

Terminix Branch Address: 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416

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 GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage.

Information about this coverage is available from this pest control company.

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.

FOR VIRGINIA RESIDENTS: Virginia: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559

TERMS AND CONDITIONS

- INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Exclusion System Components 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. Terminix reserves the right to revise the *Annual Renewal Term Fee* following the expiration of the second Renewal Term.
 - FEES.** Purchaser shall pay the fees for Installation of the Exclusion System and purchase of the Exclusion System Components in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
 - 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 Structures for purposes of identifying access points utilized by Covered Pests to gain entry to the Structures and any existing infestations of Covered Pests.
 - COVERED PESTS.** The obligations of Terminix hereunder only apply to the following pests: commensal rodents (including rats and mice), bats, tree squirrels and flying squirrels and pigeons, starlings and sparrows (collectively "Covered Pests").
 - EXCLUDED PESTS.** The following pests are not covered by this Agreement and Terminix shall have no obligations hereunder with respect to such pests: *insects, spiders and wildlife (including, but not limited to, raccoons, opossums, skunks, armadillos and snakes [whether venomous or non-venomous], groundhogs, rabbits, ground squirrels, chipmunks, foxes, large lizards, pocket gophers, voles, moles, alligators, beavers, muskrats, marmots, porcupines and deer) or any other pests not specified as a Covered Pest in Section 4—Covered Pests (collectively "Excluded Pests").*
- THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY EXCLUDED PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY EXCLUDED PESTS.
- LIMITED EXCLUSION PLAN SERVICES; NO DAMAGE WARRANTY.** 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) Analyzing the Structures on Purchaser's premises to identify actual and potential entry points to the Structures that could be used by Covered Pests to gain access to the Structures; (b) Identifying any existing infestations of Covered Pests; (c) Sealing of all entry points through installation of screens, excluder fabrics and sealants (the "Exclusion System Components") in the locations identified on the Inspection Graph attached to this Agreement to prevent Covered Pests from entering the Structures; (d) Controlling for and mitigating against infestation of Covered Pests existing at time of inspection using rodenticides and/or traps; (e) On an annual basis or at any time, upon the reasonable request of Purchaser, inspecting the installed Exclusion System Components and Structures for damage to the Exclusion System Components caused by Covered Pests and/or any actual entry to the Structures by Covered Pests and resulting infestations; (f) Subject to Section 9—Purchaser Cooperation, repairing or replacing any Exclusion System Components damaged by Covered Pests and/or installing additional Exclusion System Components to seal new access points utilized by Covered Pests to gain entry to the Structures; and (g) Controlling for and mitigating against infestations of Covered Pests which actually gain entry to the Structures. EXCEPT FOR REPAIRS TO THE EXCLUSION SYSTEM COMPONENTS CAUSED BY COVERED PESTS AS EXPRESSLY PROVIDED FOR HEREIN, THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS, WHETHER COVERED PESTS OR EXCLUDED PESTS, TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT COVERED PESTS WILL NOT ATTEMPT TO, AND/OR REGAIN ENTRY TO, THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
 - ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL THE EXCLUSION SYSTEM COMPONENTS, TERMINIX WILL HAVE TO GAIN ACCESS TO AND WALK ON THE ROOF OF PURCHASER'S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, GUTTERS, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE EXCLUSION SYSTEM COMPONENTS.
 - ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation and monitoring of the installed Exclusion System Components and controlling for and mitigating against Covered Pests which gain entry to the Structures. The failure to allow Terminix such access will terminate this Agreement without further notice.
 - 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.
 - 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.
 - INFORMATION REGARDING EXCLUSION SYSTEM SERVICES.** Purchaser acknowledges and agrees that the installation of the Exclusion System Components requires sealing of all potential access points to the Structures through which a Covered Pest may gain entry which may require installation of roof returns, plumbing caps, mushroom cages, chimney caps, garage door seals, dryer vent caps and/or wire

mesh. Purchaser further understands and agrees that the installation of the Exclusion System Components shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures. Purchaser hereby releases Terminix from any and all claims of damage to the Structures as a result of the installation of the Exclusion System Components. If Purchaser fails and refuses to authorize Terminix to install the Exclusion System Components, in the locations and in the manner as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.

- ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Exclusion System Components. If the Structures or areas on or near the installed Exclusion System Components 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 install additional Exclusion System Components as a result of the Alterations. Terminix reserves the right to increase the *Annual Renewal Term Fee* as a result of the Alterations.
- OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 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.
- 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.
- NOTICE FOR CALIFORNIA CONSUMERS.** 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.



Contract #: 99146-101520162417-7503

ADVANCED TERMITE PROTECTION PLAN

Monthly Protection Plan

[X] Preventative Bait [] Curative Bait

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM AND FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION WITHIN THE LIMITS STATED IN THIS CONTRACT. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

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 SUCH AS DRYWOOD TERMITES (INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. ADDITIONAL TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF AN ADDITIONAL 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.

Purchaser PATRICK FORD Home Phone 6034316023 Work Phone
Purchaser Mailing Address 125 WENTWORTH RD, RYE, NH 03870
Property Address 125 WENTWORTH RD, RYE, NH 03870-6111
Description of Structure(s) Covered Garage/Carport, House Email patford@logingeconometrics.com

SERVICE / PAYMENT TERMS

Table with 3 columns: Description, Amount, Total. Rows include Payments for Initial Term (First 12 Months) \$99.00, TOTAL INITIAL INVESTMENT* \$1188.00, and PAYMENTS FOR SUBSEQUENT TERMS (month 12 onward) \$29.00.

*Excludes tax (if applicable)

CANCELLATION NOTICE: In the event Customer discontinues Services for any reason prior to completion of the Initial Term, there will be an Early Termination Fee assessed equal to the amount of the unpaid balance of the Initial Term's fees.

TERMITICIDE(S) APPLIED

- [] Trelona ATBS Annual Bait Stations EPA Registration # 499-557
[] Other:

BAIT STATIONS

Initial # of Bait Stations to be installed: 12
Bait Station Type:

TERMITICIDE(S) APPLIED

- [] Termidor HE EPA Registration #7969-329

[] Other:

For All Residents:

- As required, 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 6-Inspection Graph of the Terms and Conditions on page 2 of this Agreement, which is a part of this Agreement and is incorporated by reference herein.

For California Residents:

- Terminix has provided to Purchaser for review and execution the Wood Destroying Pests and Organisms Inspection Report as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
Purchaser will be or has been provided with the Notice to Owner/Tenant as required by Cal. Bus. & Prof. Code §8538.

For Georgia Residents:

- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

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.

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 accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 25 and 26 of the Terms and Conditions on page 2 of this Agreement:

Purchaser Name: PATRICK FORD Purchaser (Signature): [Signature] Date: 10/15/2020

Representative Name: MARSTERS, ALEX Representative (Signature): [Signature] Date: 10/15/2020

Terminix Branch Phone: 6032239220 Terminix Branch Charter No.:
Terminix Branch Address: 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416

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

TERMS AND CONDITIONS

1. CALIFORNIA-ONLY CONSUMER INFORMATION:

- (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
- (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Subterranean Termite Baiting System (hereinafter the "Agreement"), Purchaser and Terminix agree that: a) Terminix shall provide the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Purchaser shall pay Terminix the Fees stated on the face of this Agreement in exchange for the Services.
3. **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. Following completion of the Initial Term, this Agreement shall automatically renew on a month to month basis unless earlier terminated in accordance with this Agreement.
4. **EARLY TERMINATION FEE.** If the Customer cancels this Agreement or discontinues Services for any reason prior to completion of the Initial Term, Terminix reserves the right to assess an Early Termination Fee. In view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties, the Early Termination Fee assessed will be equal to the amount of the unpaid balance of the Initial Term's fees at the time of Customer's termination of the selected plan.
5. **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.
6. **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.
7. **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) 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) Conduct an inspection of the Structures identified on the Inspection Graph for termite activity on an annual basis or at any time upon the request of Purchaser; and (c) Inspect and service the installed 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, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies in compliance with the Bait System Label and applicable federal and state laws and regulations.
8. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERM ES SSP.*, *HETEROTERMES SSP.*) AND FORMOSAN TERMITES (*COPTOTERMES SSP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SSP.*, *INCISITERMES SSP.*, *CRYPTOTERMES SSP.*) 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.
9. **DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Subterranean Termite damage to the Structures and/or their contents occurs subsequent to the Installation 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 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 Installation Date, whether or not live termites are present. Damage discovered after the Installation Date with no verified live and active infestation present shall be deemed to have been caused before the Installation 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. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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 AND/OR TO ARRANGE FOR AND PAY THE COSTS OF LABOR AND MATERIALS OF A CONTRACTOR 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.

15. **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.
16. **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. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new contract may not provide any damage repair commitment.
17. **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.
18. **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.
19. **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.
20. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) any and all damage resulting from 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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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."

26. **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.
27. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 25 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.
28. **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.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Monthly Payment	TERMITE BAIT PREVENTATIVE MONTHLY BILL		\$99.00	\$0.00	\$0.00	\$99.00
Initial Term	Residential Exclusion		\$2500.00	\$0.00	\$0.00	\$2500.00
Pre-Paid Renewals	Residential Exclusion	1	\$180.00	\$0.00	\$0.00	\$180.00
Special Charges	Crawl Space Insulation		\$9294.00	\$0.00	\$0.00	\$9294.00
Special Charges	Gutter Exclusion		\$1960.00	\$0.00	\$0.00	\$1960.00
Grand Total:						\$14033

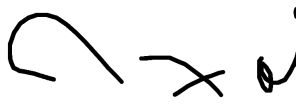
Product	Merchandise	Quantity
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Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

Mastercard ending in 3647 exp. 0423 Hold Payment	\$9294.00	Crawl Space Insulation
Mastercard ending in 3647 exp. 0423 Hold Payment	\$1960.00	Gutter Exclusion

Authorization



Purchaser Name: PATRICK FORD **Purchaser (Signature):** _____ **Date:** 10/15/2020

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Mastercard ending in 3647 exp. 0423	Will be charged \$2500.00 as Initial Charge
Mastercard ending in 3647 exp. 0423	Will be charged \$200.00 as Billing Frequency Annual
Mastercard ending in 3647 exp. 0423	Will be charged \$99.00 as Billing Frequency Monthly
Mastercard ending in 3647 exp. 0423	Will be charged \$29.00 as Billing Frequency Monthly

Terminix Authorization



(Handwritten signature)

Purchaser Name: PATRICK FORD Purchaser (Signature): _____ Date: 10/15/2020

SMAC Authorization

Purchaser Name: PATRICK FORD Purchaser (Signature): _____ Date: 10/15/2020



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-
5416
6032239220

Notice of Cancellation

Inspection ID #: 99146-101520162417-7503
125 WENTWORTH RD
RYE, NH 03870-6111

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR TERMINIX TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

DATE OF TRANSACTION: 10/15/2020

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

NOT LATER THAN MIDNIGHT OF: 10/18/2020

THEREBY CANCEL THIS TRANSACTION _____ Date: _____



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520162417-7503

Inspection Date: 10/15/2020

Inspector: MARSTERS, ALEX

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://www.terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**
View and schedule service visits
- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



Find reviews and ratings by other customers. [consumeraffairs.com/homeowners/terminix](https://www.consumeraffairs.com/homeowners/terminix)





NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520193002-1910
Inspection Date: 10/16/2020
Inspector: MARSTERS, ALEX

Homeowner Name: PATRICK FORD
Address: 125 WENTWORTH RD
City State: RYE, NH, 03870-6111
Zip:
Home Phone: 6034796574
Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet: <u>250</u>	Built Pre 1985: <input checked="" type="checkbox"/>	Primary Use: <u>Single Family Dwelling</u>
# of Stories: <u>2</u>	Roof Type: <u>Shingle Roof</u>	Foundation Type: <u>Hollow Block</u>
Construction Type: <u>Basement</u>	Siding: <u>Wood</u>	Industry Type: _____
Square Footage: <u>2400</u>	Lot Size: _____	# of Gas Meters: _____
Cubic Feet: _____	Eave Height: _____	Peak Height: _____

PROPERTY HAS A:

Cistern: _____	French Drain: _____	Well: _____
Visible Pond, Lake, Stream, or Waterway: _____	Sprinkler System Present: _____	
Exterior Slab (False Porch) Over Basement Area: _____	Gas Meter Have 3' Clearance: _____	

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests? Damage Found?	Live Subterranean Termites Found?
Conditions on or around foundation conducive to termite attack?	Trees/shrubs on or against home?
Conditions allowing water to collect around structure?	Foundation slab/wall visible?
Gutters and downspouts clear of debris and standing water?	Openings large enough for pest/rodent/wildlife entry?
Styrofoam Insulation or "DRI-VIT" Below Grade?	Siding Less Than 6" From Grade:
Breeding Sites:	Wood embedded in concrete?



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520193002-1910

Inspection Date: 10/16/2020

Inspector: MARSTERS, ALEX

INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump: A/C - Heat Ducts in or Below Slab:
Plenum A/C - Heat System: Radiant Heat:

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? Live Subterranean Termites Found?
Damage Found? Obvious Signs Of Leaks?
Musky Odors? Bath Traps Installed Where Applicable?
Wall Separation/Cracks? Sagging Or Bouncing Floors?

ATTIC

Number Of Attics: Attic Access Location: _____
Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?
Adequate Ventilation? Adequate Insulation R-Value? Obvious Signs Of Leaks?
Attic Vents Screened? Asbestos Present?

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: _____
Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____
Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____
Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?
Wood debris, stored material or structure/ground contact?
Excessive Moisture? Visible Plumbing Leaks? Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists? Wood-Earth Contact? Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space? Wood Embedded In Concrete? Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Ceiling tiles in basement	Date:	10/16/2020
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520193002-1910






Inspection Date: 10/16/2020

Inspector: MARSTERS, ALEX



This graph 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 disclosed above. 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 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.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

	Exterior Gas Grill		Water Shut-Off		Sprinkler Shut-Off		Gas Meter
	Air Conditioner		Cistern		Exterior Slab Over Basement Area		Inaccessible Area(s)
	Sump Pump		Visible Waterway				

KEY TO EVIDENCE

	Access Holes Allowing Pest Entry		Ant Activity		Bed Bug Activity		Bird Activity
	Carpenter Ants		Cellulose Debris		Dampwood Termites		Drywood Termites
	Earth Contact		Existing Damage		Excessive Moisture		Fungus
	Faulty Grade		Flies		Formosan Termites		Gnaw Marks/Debris (Rodent)
	Large Gaps		Mice		Mosquitoes		Missing Screens/Vent Covers
	Possible Hidden Damage		Powder Post Beetles		Powder Post Beetle Damage		Rigid Board / Foam Insulation At Or Below Grade
	Roaches		Rigid Board / Foam Insulation at or Below Grade		Rodents		Rodent Waste (Droppings)
	Rodent Droppings		Rodent Tunneling In Insulation		Rodent Tunneling Under Slab Or Concrete Pad		Rub Marks (Rodent)
	Siding Less Than 6" From Grade		Spiders		Styrofoam Insulation Or DRI-Vit Below Grade		Subterranean Termites
	Termite Damage		Active Termites		Wood Boring Beetles		Wood Debris In Crawlspace
	Wood Embedded In Concrete						



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520193002-1910

Inspection Date: 10/16/2020

Inspector: MARSTERS, ALEX

FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



Contract #: 99146-101520193002-1910

Property Work Authorization And Service Agreement
Related Repair

Purchaser (print name) PATRICK FORD Home Phone 6034796574 Work Phone
Purchaser Mailing Address 125 WENTWORTH RD, RYE,NH 03870
Property Address 125 WENTWORTH RD, RYE,NH 03870-6111
Description of Structure(s) Covered House Email PATFORD@LODGINGEC ONOMETRICS.COM
Description of Service(s) New Basement ceiling tile install.

Table with 2 columns: SERVICE / PAYMENT TERMS, Amount. Row 1: SERVICE(S) PURCHASED Installation * 1800.00. Row 2: *Excludes tax (if applicable)

Services will be performed in a workman-like manner. Terminix reserves the right to sub-contract the work to a contractor chosen by Terminix. This Service Agreement can be canceled at any time prior to service delivery by the Purchaser by notifying Terminix in writing or by telephone. This Service Agreement does not guarantee against present or future termite damage to Purchaser's property or possessions. This Service Agreement does not provide for repairs or compensation resulting from any defective materials or workmanship, except as provided for in paragraph 1 ("Limited Warranty") on the reverse side of this agreement.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 10/16/2020 ARE PART OF THIS AGREEMENT.

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

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 Name: PATRICK FORD Purchaser (Signature): [Handwritten Signature] Date: 10/16/2020
Representative Name: MARSTERS, ALEX Representative (Signature): [Handwritten Signature] Date: 10/16/2020
Terminix Branch Phone: 6032239220
Terminix Branch Address: 34 LOCKE RD UNIT 1, CONCORD, NH 03301-5416

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

TERMS AND CONDITIONS

1. **LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective workmanship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.
2. **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. Purchaser must allow Terminix access to the identified property for 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 Plan without further notice.
3. **DISCLAIMER.**
 - A. Terminix's liability 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 materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.
 - B. 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 organisms.
 2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 3. Concrete or 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. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.
 7. Damage resulting from or services required for concrete or masonry failure of grade alterations.
 8. Inherent structural problems or damage resulting from such problems.
 - C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

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 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.

4. **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 here in, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
5. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.
6. **ENTIRE AGREEMENT.** This Contract, 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.
7. **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.**
8. **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.
9. **Notice for California Consumers:** 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.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Special Charges	Related Repair		\$1800.00	\$0.00	\$0.00	\$1800.00
Grand Total:						\$1800


Product	Merchandise	Quantity
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Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

Mastercard ending in 3647 exp. 0423 \$1800.00 Related Repair
Hold Payment

Authorization



Purchaser Name: PATRICK FORD **Purchaser (Signature):** _____ **Date:** 10/16/2020

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Terminix Authorization

Purchaser Name: PATRICK FORD **Purchaser (Signature):** _____ **Date:** 10/16/2020

SMAC Authorization

Purchaser Name: PATRICK FORD **Purchaser (Signature):** _____ **Date:** 10/16/2020

TERMINIX[®]



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-
5416
6032239220

Notice of Cancellation

Inspection ID #: 99146-101520193002-1910
125 WENTWORTH RD
RYE, NH 03870-6111

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR TERMINIX TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

DATE OF TRANSACTION: 10/16/2020

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

NOT LATER THAN MIDNIGHT OF: 10/19/2020

THEREBY CANCEL THIS TRANSACTION _____ Date: _____



NEW HAMPSHIRE
34 LOCKE RD UNIT 1
CONCORD, NH 03301-5416
6032239220

Contract #: 99146-101520193002-1910

Inspection Date: 10/16/2020

Inspector: MARSTERS, ALEX

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://www.terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**
View and schedule service visits
- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



Find reviews and ratings by other customers.
[consumeraffairs.com/homeowners/terminix](https://www.consumeraffairs.com/homeowners/terminix)

