



METHOD OF PAYMENT AGREEMENT

Purchaser: Davis Hunt

Phone (Home): (704) 499-3038

Street: 4525 Town and Country Dr

Phone (Other): (704) 488-3038

City: Charlotte

Email: davis.j.hunt@gmail.com

Purchaser agrees to pay the sales price for the work on the attached service order(s) or contracts as follows:

Summary				Balance Upon Completion	
Service	Amount of Sale	Payment Due Now	Remaining Balance	Service	Amount
TBT Pro	\$1,700.00	\$1,700.00	\$0.00	TBT Pro	\$0.00
Pest Service	\$360.00 (-\$18.00 Discount)	\$342.00	\$0.00		
Mosquito	\$390.00 (-\$19.50 Discount)	\$370.50	\$0.00		
Total	\$2,450.00	\$2,412.50	\$0.00		

Purchaser agrees to pay all collection costs and attorney fees if payments are not made when due. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. All sales and financing are contingent on the approval of Terminix corporate management. Commencement of work shall signify such approval.

Purchaser's Signature

8/28/2018

Date

Approved Credit Terms by Terminix Service, Inc.

1. All sales with payment terms of more than 30 days will accrue service charges at the rate of 1.5% per month.
2. Minimum down payment of 20% of the cash price is to be remitted with every service order.
3. The minimum monthly payment authorized is \$50.00 plus monthly service charges.
4. Term sales financed over more than 18 months are not authorized.
5. Term sales of more than \$2,000.00 require Branch Manager approval.
6. Term sales of more than \$3,500.00 require Regional Manager approval.
7. Sales of more than \$10,000.00 require Corporate approval.

Terminix Service, Inc. is an independent business licensed to serve South Carolina, western North Carolina and CSRA Georgia by the Terminix International Company, L.P.

This Agreement is contingent on the approval of the Terminix Branch Manager.

Subterranean Termite Baiting Protection Plan

THIS CONTRACT PROVIDES FOR RE-TREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

PURCHASER Davis Hunt PHONE (704) 499-3038 ALT PHONE (704) 488-3038
MAIL ADDRESS 4525 Town and Country Dr CITY Charlotte STATE NC ZIP 28226
PROPERTY ADDRESS 4525 Town and Country Dr CITY Charlotte STATE NC ZIP 28226
PROP. DESC. SFD EMAIL davis.j.hunt@gmail.com

Effective 8/28/2018 through 9/1/2019, for the sum of \$1,700.00, Terminix Service, Inc. (hereafter "Terminix") will provide the necessary service to the described property (hereinafter, whether one or more, called the "Structures") to control or protect against subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) and formosan termites (*Coptotermes spp.*). This plan does not control or protect against aerial (above ground) infestation of any kind, drywood termites (*Kaloterms spp.*, *Incisitermes spp.*, *Cryptotermes spp.*) or any other wood destroying organisms such as carpenter ants, powder-post beetles, wood decay fungi, mold, etc.

1. SERVICE COMMITMENT

During the term of this Agreement, Terminix will:

- Install the Terminix Termite Baiting System in the soil around the perimeter of the Structures.
- Monitor the System periodically.
- Replace termite bait within the Terminix Termite Baiting System as appropriate.

2. RENEWAL CONDITIONS

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property, initially for \$ \$280.00 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual charge.

3. CONTINUING PROTECTION

During the term of this Plan, any further Terminix Termite Baiting System treatment found necessary by Terminix to control or protect against subterranean termites will be performed free of charge. If an aerial (above ground) infestation is discovered, then an alternative treatment will be provided by Terminix if Purchaser shall first agree to make access to such aerial infestation and to pay the additional charge involved. Terminix will reinspect the Structures at any time upon the request of Purchaser or if Terminix believes it necessary. Discovery of aerial infestations is difficult and uncertain and is not guaranteed or covered by this Agreement.

4. DAMAGE REPAIR COMMITMENT

This plan provides protection against new subterranean termite damage to the Structure and contents which occurs after the Effective Date of this contract. If new damage occurs after the Effective Date, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor of its choice and pay the cost of labor and materials as specified herein. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate to \$300,000.00 during the term of this Plan. New damage is defined as damage done by subterranean termites after the Effective Date; the definition excludes damage existing on or before the Effective Date. Unless live termites are found in a damaged area, the damage discovered is old damage and is not covered under this Agreement.

5. PURCHASER UNDERSTANDING OF PERFORMANCE OF THE TERMINIX TERMITE BAITING SYSTEM

Purchaser understands

- The Terminix Termite Baiting System involves colony elimination or control with termite bait and subsequent monitoring for continuous protection from new termite activity. The Terminix Termite Baiting System has NO residual effect and infestation is possible after its removal.
- Additional services, such as spot applications of conventional termiticides or other alternative treatment methods, are available for an additional fee to combat known termite activity on a localized basis if desired but are not necessarily needed for termite colony elimination.

6. MISCELLANEOUS

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE, AND THE INSPECTION GRAPH DATED 8/28/2018, ARE PART OF THIS PLAN.

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT (or the Uniform Arbitration Act applicable in the state where the property is located.)

Terminix uses EPA registered termiticides. Terminix will, upon request, provide 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.

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.

PURCHASER [Signature] Date 8/28/2018
TERMINIX REPRESENTATIVE [Signature] Date 8/28/2018
TERMINIX ADDRESS 3801-K Beam Rd TELEPHONE (704) 357-3312
CITY Charlotte STATE NC ZIP 28217
NAME OF LICENSEE Daniel F Whitley III LICENSE # 1878PW

Terms and Conditions

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

2. FUTURE DAMAGE, LIMITATION OF LIABILITY. Terminix has not necessarily treated the Structures with termiticide, has not necessarily treated the soil of the Structures with termiticide, is not required to treat the property and is only obligated to provide further Terminix Termite Baiting System treatment if deemed necessary by Terminix. In consideration of the sums charged by Terminix hereunder and as a liquidated damage, and not as a penalty and NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX SHALL NOT HAVE PROPERLY PERFORMED ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER Terminix Termite Baiting SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND TO ARRANGE FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR OF ITS CHOICE AND PAY THE COST OF LABOR AND MATERIALS FOR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE "EFFECTIVE DATE" TO THE EXTENT PROVIDED HEREIN. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate to \$300,000.00 during the term of this Plan. 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 or replacement of damage to the Structures unless arranged for by Terminix or authorized to be performed in its entirety in writing by an officer of Terminix and any other unauthorized repair and/or replacement will terminate the liability of Terminix for the repair of any such damage to the Structures automatically without further notice. In the event of any claim by Purchaser for anything other than for Terminix to retreat the Structures with the Terminix Termite Baiting System and/or to pay the entire cost of labor and materials for new subterranean termite damage occurring after the "Effective Date" to the extent provided herein, Purchaser shall pay all of the cost and expenses of Terminix, including but not limited to attorney's fees, relating to or arising out of such claim. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

3. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may reduce or eliminate 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, even for damage by live termites, where water leakage exists.

4. ADDITIONS, ALTERATIONS. This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Terminix Termite 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 Terminix Termite Baiting System Stations are disturbed, Purchaser will notify Terminix prior to such event and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual extension charge. The failure of Terminix to notice any such changes or disturbances during future reinspections or treatments does not release Purchaser from the obligations set forth in this paragraph.

5. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. 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 Plan without further notice.

6. DISCLAIMER.

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

B. This Agreement provides for treatment and retreatment (using the Terminix Termite Baiting System) for subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) and formosan termites (*Coptotermes spp.*) only. This Agreement does not provide any treatment or retreatment for aerial (above ground) infestation, drywood termites (*Kaloterms spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), carpenter ants or beetles or any other wood destroying organisms.

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

- (1) any and all damage resulting from termites and/or any other wood destroying organisms except as specifically provided herein;
- (2) moisture conditions, including but not limited to fungus damage, mold, and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage, or any other cause.
- (3) for 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 Structures, regardless of whether the component is a part of the Structures.
- (6) the failure of Purchaser upon notice from Terminix to promptly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to termite infestation.

TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR LOSS OF QUIET ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX TO PROVIDE FURTHER Terminix Termite Baiting System TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND TO ARRANGE FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR OF ITS CHOICE AND PAY THE ENTIRE COST OF LABOR AND MATERIALS FOR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE EFFECTIVE DATE TO THE EXTENT PROVIDED HEREIN AND AS SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. CHANGE IN LAW. Terminix performs its services in accordance with the requirements of federal, state and local 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 extension charge or terminate this Agreement.

8. NONPAYMENT, DEFAULT. In case of nonpayment or default by the Purchaser, Terminix has the right to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate allowed will be assessed to and paid by Purchaser for the period of delinquency.

9. ENTIRE AGREEMENT. This Termite Protection Plan, together with 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. If any part of this Plan is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Plan shall remain in full force and effect.

10. ARBITRATION. The Purchaser and Terminix agree that all matters in dispute between them, including but not limited to any controversy or claim between them arising out of or relating to this Agreement, to any wood destroying insect report with respect to the Structures, any services provided by Terminix, or otherwise to the Structures in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the South Carolina Uniform Arbitration Act (or the Uniform Arbitration Act applicable in the State where the property is located). The arbitrator(s) shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimers, limitations and other terms and conditions of this Agreement. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold Terminix responsible for (i) the repair or replacement of any termite damage to the Structures other than to arrange for the necessary repairs or replacement by a contractor of its choice and pay the cost of labor and materials for new subterranean termite damage occurring after the "Effective Date" to the extent provided herein (ii) loss of anticipated rents and/or profits or loss of quiet enjoyment, (iii) direct, indirect, special, incidental, exemplary or punitive damages, (iv) damages or penalties relating to or arising out of any claim alleging any deceptive trade practice, or (v) attorney fees. Each party shall be responsible for paying any attorneys' fees, expert witness fees and other expenses it incurs on its behalf in connection with arbitration, plus one half the arbitrators fees and one half of any expenses incurred by the arbitration and the award shall assess the arbitrators fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in written decision which shall state the reasons upon which the award was based, including all the elements in the calculation of any award of damages. The decision of the arbitrators shall be a final and binding resolution of the disagreement which may be entered as a judgment by any court of competent 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 provision or of the arbitrators' decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorneys' fees, with respect to such suit and the arbitration award shall so provide. The parties acknowledge that this agreement evidences a transaction involving interstate commerce.

11. LIMITED ASSIGNABILITY. This Agreement is assignable by Purchaser to a new owner of the property for a period of one year from the effective date of this Agreement. After this initial twelve (12) month period. Purchaser may not transfer or assign this Agreement in whole or in part.

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

Specimen Label

Recruit HD termite bait must be used in conjunction with a service provided by a pest management professional licensed by the state to apply termite control products.



Termite Bait

©Trademark of Dow AgroSciences LLC

A durable termite bait for use in an integrated management system for protection of structures against subterranean termites

Active Ingredient: noviflumuron	0.5%
Other Ingredients	99.5%
Total	100.0%

EPA Reg. No. 62719-608

Keep Out of Reach of Children

Refer to label booklet for Directions for Use.

Notice: Read the entire label. Use only according to label directions. Before using this product, read Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies at end of label booklet.

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994.

Environmental Hazards

This product is highly toxic to aquatic invertebrates and possibly to fish. Do not allow the bait or its noviflumuron contents to be washed into a body of water containing aquatic life, such as a pond or stream. Do not use, handle or tamper with the bait in a manner inconsistent with this label.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read all Directions for Use carefully before applying.

Storage and Disposal

Do not contaminate water, food or feed by storage or disposal.
Pesticide Storage: Store in original container in a dry storage area.
Pesticide Disposal: Product not disposed of by use according to label directions shall be wrapped in paper and placed in a trash can.
Container Handling: Do not break open, cut into or remove protective wrapper from product until ready for use.

General Information

Recruit® HD termite bait contains an insect growth regulator (IGR), noviflumuron, that prevents successful molting and development of subterranean termites. This disruption of development causes a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated.

Recruit HD is used in the Sentricon® Colony Elimination System for prevention and elimination of subterranean termite colonies, including *Coptotermes*, *Reticulitermes*, and *Heterotermes* spp., and is intended to form the basis of an on-going program providing structural protection against subterranean termites. Use of this termite baiting system involves the installation of Recruit HD for delivery of noviflumuron coupled with concurrent monitoring and baiting of the site. When Recruit HD is

inspected and replenished per label instructions, it provides on-going prevention and elimination of termite colonies.

Target sites for this system can include buildings, fences, utility poles, decking, landscape plantings and trees, or other features that could be damaged by termite feeding and foraging activity. Recruit HD can be used on the inside or outside of foundation walls of crawl space areas, or through access holes made through concrete and asphalt if adequate soil is not accessible and such action is warranted. Recruit HD may be used in lieu of a pre-construction termiticide (chemical barrier) treatment as a means of preventing termite infestation of new structures.

In Florida, when Recruit HD is installed for protection of new structures in lieu of a preconstruction termiticide treatment, the requirements for monitoring specified in supplemental labeling entitled Requirements for Recruit HD Installed at New Structures must be followed. This supplemental label must be in the possession of individuals installing or inspecting Recruit HD at new structures.

Installation of Recruit HD

Install Sentricon stations around the target site at intervals not to exceed 20 feet where soil access is not restricted. If the structural foundation is known to have been previously treated with a soil-applied termiticide, do not install Sentricon stations in the soil closer than 18 inches from the foundation.

Based upon the professional evaluation of the installer, install additional Sentricon stations in areas conducive to termite activity in proximity to the structure. Examples of areas to be evaluated include:

- locations near visible termite activity (foraging tubes; termite infested plants, wood, and other materials)
- bath traps
- moist soil in shaded areas
- irrigation sprinkler heads
- roof downspouts and other moist areas
- planting beds or other areas with plant root systems

Remove shrink wrap from Recruit HD. Place Recruit HD in each Sentricon station upon station installation. Recruit HD may also be placed in previously installed Sentricon stations upon removal of the existing monitoring device or bait.

Service of Recruit HD

The purpose of the service phase is to detect the presence of subterranean termites or signs of termite activity in Recruit HD to monitor for termites, aid Recruit HD replacement, and to confirm colony elimination. This procedure does not attract termites from other locations.

Recruit HD is inspected manually for detection of termites, termite activity, or to identify the need to replace Recruit HD. If Recruit HD is more than 1/3 depleted, replace it with new Recruit HD. If possible, gently tap the termites from the used Recruit HD into the Sentricon station containing the new Recruit HD, being careful to not injure the termites. Introduce these termites after the new Recruit HD has been installed into the Sentricon station.

Sentricon stations containing Recruit HD must be inspected and serviced at intervals not exceeding twelve months unless unfavorable conditions exist. Do not allow more than fifteen months to elapse between inspections. Unfavorable conditions include frozen or water-saturated soil or normal seasonal decline in subterranean termite foraging activity that may temporarily disrupt feeding on Recruit HD. Seasonal effects on termite activity vary geographically, but feeding activity typically declines during periods when the local historical average daily temperature falls below 50°F. Inspection and servicing may be suspended during these periods; however, do not allow more than fifteen months to elapse between inspections. Refer to National Weather Service data or contact Dow AgroSciences for information regarding local historical average daily temperature.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, to the extent permitted by law, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent permitted by law, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Lack of performance or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or Limitation of Remedies in any manner.

®Trademark of Dow AgroSciences LLC

Produced for
Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268

Label Code: D02-377-002
Replaces Label: D02-377-001
LOES Number: 010-02242
EPA accepted 04/16/10

Revisions:

1. Revised installation directions with examples of areas to be evaluated.

TERMINIX[®] INSPECTION GRAPH

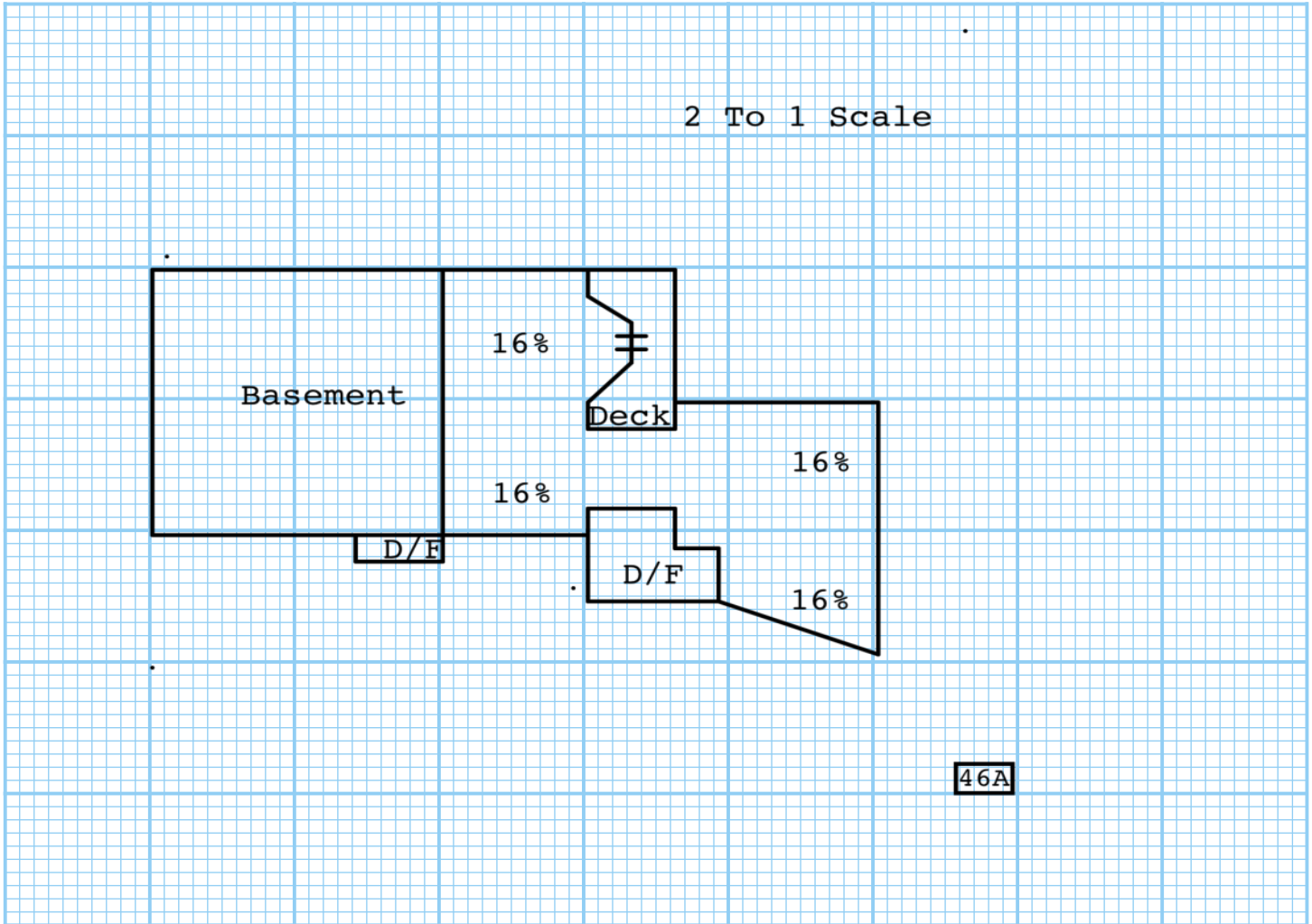
OWNERS NAME Davis Hunt OCCUPANT Same
 TREATING ADDRESS 4525 Town and Country Dr CITY Charlotte STATE NC ZIP 28226
 HOME PHONE (704) 499-3038 BUSINESS PHONE (704) 488-3038 INSPECTED BY Al Conde

This graph is **NOT** intended to be used as a **Wood Infestation Report** and may **NOT** be relied upon in connection with the purchase of the structure(s) depicted, nor with the lending of funds. It does NOT necessarily show all Damage existing on this date. Substantial hidden damage may exist.

Baiting System Vendor Sentricon HD Linear Feet 280 Bldg. Desc. **SFD**
 Number of Floors 2 Residential/Commercial R Multiple Buildings N

SYMBOL KEY:	
X	= Subterranean Termites
WG	= Wood Ground Contact
HD	= Probable Hidden Damage
D	= Existing Damage
W	= Wet or Moist Soil
F	= Fungus
PPB	= Powder Post Beetles
#%	= Moisture Meter Readings
WB	= Wood Borers
(#)	= Termite Baiting Station

2 To 1 Scale



CONSTRUCTION TYPE:

- Conventional
- Basement
- Slab
 - Floating/Supported
 - Monolithic

FOUNDATION TYPE:

- Brick
- Single
- Multiple
- Hollow Block
- Other _____

PROPERTY HAS:

- Yes No Well or Cistern on Property _____ ft. from structure
- Yes No French Drain
 - Interior Exterior
- Yes No Stucco Below Grade
- Yes No Rigid Foam Board Insulation Below Grade

INSPECTOR'S STATEMENT OF VISIBLE ACTIVITY OR VISIBLE DAMAGE
No visible termite activity at time of inspection

Date 8/28/2018 BY: [Signature]

CONTROL TECHNICIAN'S STATEMENT OF VISIBLE ACTIVITY OR VISIBLE DAMAGE

Date _____ BY: _____


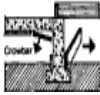


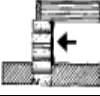

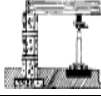
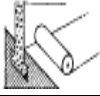
TERMINIX IS NOT RESPONSIBLE FOR REPAIRS TO DAMAGES DISCLOSED ABOVE, OR ANY OTHER DAMAGE EXISTING ON THE DATE OF THIS GRAPH, HIDDEN DAMAGE MAY EXIST IN CONCEALED OR INACCESSIBLE AREAS. TERMINIX CANNOT GUARANTEE THAT THE DAMAGE DISCLOSED BY VISUAL INSPECTION OF THE PREMISES SHOWN ABOVE REPRESENTS THE ENTIRETY OF THE DAMAGE WHICH MAY EXIST AS OF THE DATE OF THE INITIAL CONTROL APPLICATION.

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

Date 8/28/2018 BY: [Signature] Date 8/28/2018 BY: [Initials]

Treatment Specifications


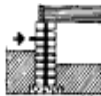


Preparation

 109 Remove all cellulose debris <input type="checkbox"/>	 109-A Remove form boards <input type="checkbox"/>	 104 Provide access to plumbing <input type="checkbox"/>	 106 Install #0 vents <input type="checkbox"/>
 110 Scrape off termite shelter tunnels <input type="checkbox"/>	 152 Break wood to ground contact <input type="checkbox"/>	 206 Install floor support systems <input type="checkbox"/>	 205 Install vapor barrier <input type="checkbox"/>





Exposed Soil

 114 Treat soil adjacent to interior foundation <input type="checkbox"/>	 115 Treat soil adjacent to piers <input type="checkbox"/>	 116 Treat soil adjacent to pipes <input type="checkbox"/>	 117 Treat soil adjacent to exterior foundation <input type="checkbox"/>
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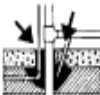

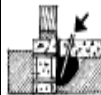
Voids

 115-A Drill and treat pier voids <input type="checkbox"/>	 139 Drill and treat masonry foundation voids <input type="checkbox"/>	 133 Drill and treat veneer voids <input type="checkbox"/>	 134 Treat fireplace and chimney voids <input type="checkbox"/>
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Other

 140 Treat infested wood <input type="checkbox"/>	 170 Treat void areas (foam) <input type="checkbox"/>	 46A Install bait stations (in ground) <input checked="" type="checkbox"/>	 46B Install bait stations (above ground) <input type="checkbox"/>
			N/A NA Not Applicable <input type="checkbox"/>

Beneath Slabs

 117-A Drill and treat exterior slab that abuts structure <input type="checkbox"/>	 120 Rod and treat dirt filled area from above <input type="checkbox"/>	 121-A Rod and treat dirt filled area from <input type="checkbox"/>	 118 Tunnel and treat dirt fill from <input type="checkbox"/>
 122 Drill and treat concrete basement floor <input type="checkbox"/>	 123 Treat entrances at plumbing and electrical lines <input type="checkbox"/>	 124 Treat inside perimeter of slab by rodding from outside <input type="checkbox"/>	 126 Drill and treat expansion joints cracks <input type="checkbox"/>

PURCHASER

Name Davis Hunt E-Mail davis.j.hunt@gmail.com
 Mailing Address 4525 Town and Country Dr Property Address 4525 Town and Country Dr
 City Charlotte State NC Zip 28226 City Charlotte State NC Zip 28226
 DOB (Regulatory Requirement) _____ Phone (704) 499-3038 Alternate Phone (704) 488-3038
 Special Instructions _____
 Mosquito: Additional Area(s) Covered (If Applicable) _____
 Fire Ant: Additional Area(s) Covered (If Applicable) _____

ProSTAR SERVICE Accepted Declined

American Roaches	Smokybrown Roaches	Mice/Rats	Spiders
Centipedes/ Millipedes	Brown-Banded Roaches	Silverfish	Indoor Fleas
Earwigs	German Roaches	House Ants	House Crickets
Ground Beetles	Oriental Roaches	Indoor Ticks	Pantry Pests

Initial Service Charge \$90.00
 Regular Service \$90.00 X 3 = \$270.00
 Total 1st Year Contract Amount \$360.00
 Less 5% Discount for One Year in Advance \$18.00
 or Monthly EasyPay Amount _____
 Amount Remitted with Agreement \$342.00

Terminix Service, Inc. will inspect and treat the premises at least quarterly, monthly, bimonthly, annually, or biannually to control the above named pests. This agreement covers only the pests specified above. Should the customer request service for a pest other than the pests listed above (a pest requiring additional treatment) there will be a reasonable additional charge.

MOSQUITO MANAGEMENT SERVICE Accepted Declined

Initial Service Charge \$65.00
 Regular Monthly Service \$65.00 X 5 = \$325.00
 Total 1st Year Contract Amount \$390.00
 Less 5% Discount for One Year in Advance \$19.50
 or Monthly EasyPay Amount _____
 Amount Remitted with Agreement \$370.50

For the period of one year Terminix Service, Inc. agrees to provide the necessary service and treatment for the control of mosquitoes for the amount shown as "Total 1st Year Contract Amount". This Service Agreement provides for monthly services during the period of April through _____. Upon request services will be provided in months other than April through _____ for an additional charge in the amount shown as "Regular Monthly Service". The area of coverage under this agreement shall be outdoors only, and will be the immediate area around the primary structure on the subject property, not to exceed (1) acre in size, unless otherwise specified above under "Mosquito: Additional Area(s) Covered".

FIRE ANT CONTROL Accepted Declined

Special Service Charge 1st year only, if applicable (October thru March) _____
 Regular Service (April thru Sept.) _____ X _____ = _____
 Total 1st Year Contract Amount _____
 Less 5% Discount for One Year in Advance _____
 or Monthly EasyPay Amount _____
 Amount Remitted with Agreement _____

For a period of one year Terminix Service, Inc. agrees to provide the necessary service and treatment for the control of Fire Ants (Solenopsis spp.) for the amount shown as "Total 1st Year Contract Amount". The area of coverage under this agreement shall be outdoors only, and will be the immediate area around the primary structure on the subject property, not to exceed one (1) acre in size, unless otherwise specified above under "Fire Ant: Additional Area(s) Covered".

ONE-TIME SERVICE AGREEMENT Accepted

One-Time Service Charge _____
 Amount Remitted with Agreement _____

Terminix Service, Inc. agrees to provide pest control service by application of proper control measures for the following pests _____

If additional service is necessary for control of the above mentioned pest within _____ days from the date of the initial service, such service shall be performed for _____ per service visit.

 Customer Acceptance Date 8/28/2018 Terminix Service Representative Date 8/28/2018

TERMINIX GUARANTEE

ProSTAR Guarantee: If bugs under coverage come back, so do we - at no charge. If pest problems occur at any time between regular treatments, just call us.

Fire Ant Guarantee: During the term of this agreement, if Fire Ants come back, so do we - at no charge. If Fire Ant problems occur at any time between regular treatments, just call us.

Mosquito Guarantee: The mosquito program is designed to help reduce mosquito populations by treating mosquito resting and breeding sites on the property. Terminix does not guarantee that mosquitoes will not be found on your property during the service period of the agreement. Customer understands and agrees to take precautions and to make corrections as needed. Terminix has provided customer with a list of responsibilities and obligations under this agreement.

CONDITIONS:

1. The foundation of Terminix pest control service is the careful use of pesticides, all of which are registered with the Environmental Protection Agency. All Customers are asked to always allow applications to dry thoroughly before the return of family and pets to the treated area(s). **INDIVIDUALS WHO ARE HYPERSENSITIVE TO ANY MATERIALS ARE ADVISED TO AVOID ANY UNNECESSARY EXPOSURE TO THE PESTICIDE(S).**
2. The customer agrees to promptly render payment for each of the pest control services named above, to accept with no undue delay each of the regular pest control services, and to make all areas of the property readily available for each service. The customer will also comply with Terminix's requests to correct conditions contributing to, or causing, pest infestations (if any).
3. The customer acknowledges that any account balance over 30 days old will be charged interest at a rate of one and one-half percent per month. This is an annual rate of eighteen percent.
4. Unless specifically noted, this agreement will be for an initial period of one year and shall continue thereafter until discontinued by either party. Should it become necessary to discontinue service before the anniversary date, it is understood and agreed that the customer will pay 30% of the remaining portion of the agreed charges. After the initial period of one year, this agreement may be cancelled by either party on 30 days written notice. Terminix reserves the right to revise the regular service charge after the first year.
5. **TERMINIX IS NOT RESPONSIBLE FOR REPAIR OF, OR COMPENSATION FOR, PRESENT OR FUTURE DAMAGE OR INJURY, OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES DONE TO THE PROPERTY, ITS CONTENTS, OR ANY PERSON, BY ANY INSECT PESTS OR FROM THE TREATMENT OR RETREATMENTS, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM SENSITIVITY ON THE PART OF THE CUSTOMER, OR HIS FAMILY OR GUESTS TO ANY MATERIAL OR INSECTS.**
6. Terminix will not be responsible for the control of any wood destroying insects or flying insects.
7. **TERMINIX IS NOT LIABLE FOR MOSQUITO BORNE ILLNESS OR DISEASE TO PEOPLE OR ANIMALS ALLEGEDLY CONTRACTED FROM MOSQUITOES.**
8. The customer and Terminix agrees that all claims and disputes arising out of or relating to this agreement shall be resolved by binding arbitration pursuant to the South Carolina Uniform Arbitration Act or the arbitration act of the State where the property is located.

You, the buyer, may cancel this contract at any time prior to midnight on the third business day after the date of this transaction.

PURCHASER Davis Hunt TELEPHONE (704) 499-3038

EMAIL ADDRESS davis.j.hunt@gmail.com ALT. PHONE (704) 488-3038

MAIL ADDRESS 4525 Town and Country Dr CITY Charlotte STATE NC ZIP 28226

PROPERTY ADDRESS 4525 Town and Country Dr CITY Charlotte STATE NC ZIP 28226

DESCRIPTION OF PROPERTY _____

Lineal feet of perimeter vegetation to be treated 0

Comments: _____

Lineal feet of foundation vegetation to be treated 0

Total feet to be treated 0

- Yes No Standing water present?
- Yes No Ponds/ Pools?
- Yes No Open containers (tires, pots, etc.) present?
- Yes No Clogged gutters?
- Yes No Decks, gazeboes, outbuildings?
- Yes No Vegetable or herb garden? (do not treat)
- Yes No Recommendation list given to customer?
- Yes No Other _____

Site Diagram (Show location of structures and general location of vegetation to be treated)

