

THIS CONTRACT DOES NOT PROVIDE FOR THE REPAIR OR REPLACEMENT OF DAMAGE
SERVICE CONTRACT FOR TREATMENT OF SUBTERRANEAN TERMITES

CUSTOMER Billy Arnold DATE 4-5-17
ADDRESS 1203 NC Hwy 171N
CITY Washington STATE NC ZIP 27889 PHONE 946-5434H 714-4925C
PROPERTY ADDRESS OF STRUCTURE(S) TREATED same
STRUCTURE(S) TREATED: (A) Main Residence Only (B) Other

General Conditions

This Contract between Sentry Exterminating Company, Inc. (hereinafter "SENTRY") and Customer covers only the primary structure listed above. (No fences, detached garages, out-buildings, decks or other building or construction at the above address are covered by this Contract unless specified in writing and reflected on the attached graph.)

This structure will be treated below first floor level only for Native Eastern Subterranean Termites (*Reticulitermes*).

NOTE: All references to termites apply only to Native Eastern Subterranean Termites. This Contract does not provide protection from or treatment for any other wood destroying organism, insect or any pest, including Formosan termites.

For the sum of \$ 950.00, SENTRY, will provide the necessary service to treat the identified structure(s) against the infestation of Native Eastern Subterranean Termites. This Contract does not cover infestation of wood destroying organisms other than those identified above. SENTRY agrees to reinspect the above structure(s) within approximately one year of initial service. If at any time during this one year period reinfestation should occur, SENTRY will reinspect and provide a remedial treatment to the structure(s) at no additional cost where active infestation is confirmed by an inspector of SENTRY. Customer understands that SENTRY's liability under this Contract is limited to providing a REMEDIAL TREATMENT ONLY and in no way, implied or otherwise, is responsible for damages or repairs to the structure(s) or contents. THIS CONTRACT IS VOID WITHOUT THE COMPLETED ATTACHED GRAPH OF THE TREATED STRUCTURE(S).

This Contract may be renewed annually, as specified in Paragraph 3 below, for a maximum of 10 years, for a renewal fee of \$ 94.00 per year.

SENTRY EXTERMINATING COMPANY, INC. AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SELECTION OF TREATMENT.

SENTRY agrees to apply a standard stand-alone treatment of a liquid termiticide to the structure(s) listed above. Such treatment will be in accordance with the directions of the manufacturers of the chemicals, U.S. EPA approved labels and the requirements of federal and state laws and regulations.

may contribute to infestation. SENTRY is not responsible for any damage caused to the structure(s) treated as a result of any said conditions. SENTRY shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of SENTRY to note herein any of the above conditions to Customer does not alter Customer's responsibility under this paragraph, or waive SENTRY's right to terminate this Contract.

2. PERFORMING THE WORK

SENTRY agrees to perform in a workman-like manner. SENTRY will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstance or conditions shall SENTRY be responsible for damage caused by SENTRY at the time the work is performed except those damages resulting from the gross negligence on the part of SENTRY.

5. ADDITIONS OR ALTERATIONS

This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify SENTRY in writing. Such additions may result in the need for additional treatment of the premises. SENTRY reserves the right to terminate this Contract if Customer fails to notify SENTRY of any modification, alteration or change to any structure(s) or soil around the foundation of any structure(s). Additional services because of any addition or alteration shall be provided by SENTRY at Customer's expense, and may require an adjustment in the annual renewal fee at the option of SENTRY.

3. RENEWAL FEE & INSPECTION

SENTRY will perform a visual inspection of the structure(s) annually for the renewal fee stated above. The inspection will be of readily accessible areas. SENTRY will not open walls, remove floor coverings or move furniture. This Contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to the anniversary date, of its election not to renew the Contract. SENTRY reserves the right to adjust the renewal fee annually. Customer shall have the right to terminate this Contract, notwithstanding the thirty (30) day notice requirement, upon receipt of SENTRY's notice of an increase in fees.

6. CHANGE IN LAW

This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state or local law or regulation change regarding SENTRY's services or treatment, SENTRY is authorized to take whatever steps are necessary to be in compliance with said laws.

4. CONDITIONS CONDUCIVE TO INFESTATION

Customer warrants full cooperation with SENTRY during the term of this Contract, and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, below grade E.I.F.S., or standing water under pier-type structure. Customer also agrees to notify SENTRY of, and to eliminate, faulty plumbing, leaks, and dampness from drains, condensation or leaks from the roof or otherwise into, onto, or under said area(s) treated. SENTRY reserves the right to terminate this Contract if Customer fails to correct any condition, including, but not limited to, the conditions listed above, which contribute or

7. NON-PAYMENT

Customer agrees to pay SENTRY's invoices upon receipt. SENTRY reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due SENTRY, SENTRY shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amounts due SENTRY.

ADDITIONAL TERMS & CONDITIONS ON REVERSE APPLY

8. DAMAGE

SENTRY shall not be responsible for (1) any past or existing damage to the structure(s) or its contents at the date of this Contract caused by wood-destroying organisms or insects, whether visible or hidden, (2) any costs or expenses incurred by Customer as a result of such damage, or (3) any damage caused by or related to any of the conditions described in Paragraph 4 above. If at any time during the term of this Contract, Native Eastern Subterranean Termites appear and infest the structure(s), SENTRY agrees to provide a remedial treatment to the treated structure(s) while under contract where such ACTIVE termites are found by a representative of SENTRY. Such treatment shall be the only duty of SENTRY and the sole remedy of Customer. SENTRY shall not be liable for any repairs or replacement of structural damage. THIS CONTRACT DOES NOT COVER EITHER THE REPLACEMENT OR REPAIR OF ANY TERMITE DAMAGE, EITHER PRIOR TO OR FOLLOWING THE TERMITE TREATMENT. THE CONTRACT PROVIDES FOR REMEDIAL TREATMENT ONLY. Because damage may be present in areas which are inaccessible to a visual inspection, SENTRY does not guarantee that the damage disclosed on the graph represents all of the existing damage, whether visible or hidden, as of the date of this Contract. The attached graph is not drawn to scale.

9. NOTICE OF CLAIMS, ACCESS TO PROPERTY

Any claim under the terms of the Contract must be made immediately in writing to SENTRY. SENTRY is only obligated to perform under this Contract if the Customer allows SENTRY access to the identified structure for any purpose contemplated by the Contract, including but not limited to reinspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by SENTRY.

10. ENTIRE CONTRACT

Attachment(s), if any, together with this Contract signed by SENTRY and Customer at the time the Contract is entered into, constitutes the entire Contract between the parties and no other representations or statements, whether oral or written, will be binding upon the parties.

11. DISCLAIMER

- A. SENTRY's liability under this Contract will be terminated if SENTRY is prevented from fulfilling its responsibilities under the terms of this Contract by circumstances or causes beyond the control of SENTRY.
- B. This Contract does not cover, and SENTRY will not be responsible for damages of any kind as set out in paragraph 8 above.
- C. This Contract specifically excludes protection from Formosan termites. This Contract only provides treatment for Native Eastern Subterranean Termites (*Reticulitermes*).
- D. SENTRY disclaims any liability for special, incidental or consequential damage. THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. BINDING ARBITRATION

In the event of a dispute between SENTRY and/or its employees and Customer arising out of or relating to this Contract, including but not limited to the interpretation of the terms and conditions of this Contract, the making of the Contract, or breach of any provision of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this Contract in an effort to resolve such dispute(s) quickly and to avoid litigation. Judgment upon such arbitration award may be entered in any court having jurisdiction. Each party shall be responsible for paying any attorney's fees, expert witness' fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrator's fee and expenses accordingly.

13. TRANSFERABILITY

This Contract shall terminate upon transfer of ownership of the described structure(s). A new contract may be issued by SENTRY, to a new Purchaser provided the new Purchaser signs a contract as purchaser and signs a graph showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer, the expiration date remains the same as under the original Contract, and payment of a renewal fee as established by SENTRY.

14. TERMINATION

SENTRY's liability under this Contract shall be terminated and SENTRY will be excused from the performance of any obligations under this Contract should SENTRY be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond its control, including but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, and specifically floods and hurricanes, or refusal of Customer to allow SENTRY access to the structure(s) for the purpose of reinspecting or carrying out the terms and conditions of this Contract.

15. SEVERABILITY

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

16. CHEMICAL SENSITIVITY

If Customer or other occupants of the structure(s) or adjacent buildings believe they are or may be sensitive to pesticides/termicides or their odors, Customer must notify SENTRY in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. SENTRY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waiver of any claims against SENTRY in connection with such sensitivity.

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract, and the completed graph, with all its terms and conditions without limitations, and it being specifically understood that Sentry Exterminating Company, Inc. and the undersigned are bound only by the terms of this Contract and not by any other representation(s) oral or otherwise.

Date Customer's Signature .

4-517
Date By: Ronnie DeWitt
For Sentry Exterminating Co., Inc.



Treating Specifications for the Protection of Your Property.

The drawings checked indicate the combination of treating procedures that will be used to protect your home. Of course, all soil and other potential termite avenues will be protected. Vertical drilling is normally done at intervals of approximately 16", and all drill holes will be carefully refilled with cement.

Basement and Slab Construction

- Tile, Wood, or Carpet Covering
- 1. Remove floor covering, treat.
 - 2. Drill wood and slab, treat
 - 3. Expansion joint treatment.
 - 5. Bath trap treatment.
 - 7. Partition wall treatment.
 - 9. Hollow block treatment.
 - 11. Drill, treat under slab.
 - 6. Utility pipe treatment.
 - 8. Short rod soil treatment.
 - 10. Long rod soil treatment.
 - 12. Trench or rod and treat soil.

Crawl Space Construction

- 13. Remove cellulose debris.
- 15. Trench and treat soil.
- 17. Double brick treatment.
- 19. Hollow block treatment.
- 21. a Void treatment. Porch
- 21. c Vertical drill treatment.
- 22. Chimney void treatment.
- 26. Brick veneer treatment.
- 14. Scrape off tunnels.
- 16. Trench and treat.
- 18. Triple brick treatment.
- 20. Stone treatment.
- 21. b Long rod soil treatment.
- 21. d Short rod soil treatment.
- 25. Trench or rod and treat soil.
- 27. Drill, treat under slab.

NOTES

Treat with Termidor.

- X = TERMITE DAMAGE
- P = POWDER POST BEETLE DAMAGE
- ⊗ = WELL LOCATION
- MUNICIPAL WATER SUPPLY
- VISIBLE EVIDENCE OF SUBTERRANEAN TERMITES FOUND
- NO VISIBLE EVIDENCE OF SUBTERRANEAN TERMITES FOUND
- VISIBLE EVIDENCE OF POWDER POST BEETLES.
- FRESH WOOD FRASS AROUND EXIT HOLES.

SENTRY EXTERMINATING CO., INC.

P.O. BOX 504 • PLYMOUTH, NC 27962

NAME Billy Amold
 ADDRESS 1203 NC Hwy 171 N
 CITY Washington, NC 27889
 PROPERTY LOCATION _____

