



Bug Out Florida
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info@bugoutservice.com
Bug Out Georgia
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Bug Out North Carolina
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THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

www.BugOutService.com

Lead Source: CUST CUR
Branch address: SFD - 131 Charlotte Avenue, Ste 102, Sanford, NC 27330 Lic # SFD 2354PW

SUBTERRANEAN BAITING SYSTEM TERMITE REPAIR & RETREATMENT AGREEMENT

SERVICE INFORMATION

Wayne Dennis
Name: First Last MI
174 Bayles Rd
Service Address Lillington NC 27546
City State Zip Code
910-261-3154 910-261-3154
Mobile # Home # / Work #
HammerstoneBuilders@gmail.com
Email Address DOB

BILLING INFORMATION

Name: First Last MI
Address
City State Zip Code
Mobile # Home # / Work #
Email Address

DETAILS OF INSTALLATION

Date of System Installation: _____ Linear Feet: 0
Structure(s) to be treated include: Pretreatment Residential home and detached
Location of Notice of Treatment: Sentricon
Construction Type: Pre-Construction Post Construction
Treatment Type: Preventative Control
Type of Installation: _____ New / Existing Customer _____ Bait Upgrade
_____ Liquid Upgrade _____ Transfer
_____ WDO / WDI New Construction: Year Built _____

INVESTMENT FOR SOLUTION

Initial Investment \$ 300.00
Monthly Recurring Investment* 11 x \$ 29 \$ 319.00
Multi Service Discount (off entire year) _____ % = \$ _____
Initial Investment (with discount, where applicable) \$ 300.00
First Year Total Investment \$ 619.00
Annual Renewal Amount* \$ 348
*Amount includes renewal fee for the lifetime of the agreement fixed for 2 years.
Annual Renewal Month _____

Payment Type:

Credit Card ACH One-Time ACH
 PO Other _____

I, the Customer, authorize the Company listed to charge for my services by credit card/ ACH/bank draft and understand that this payment information will be saved for future and reoccurring transactions on my account until I request cancellation of this authorization by calling or writing the branch location above. (Initial if applicable)

This is a **Subterranean Termite Repair and Retreatment Service Agreement** ("Agreement") between BUG OUT ("Company") and the above named customer ("Customer"). This Agreement only covers the Structure(s) specifically identified above ("Structure(s)") and does not cover detached garages, out buildings, fences, decks or other buildings, construction or improvements located at the Service Address, unless specified in writing on this Agreement. In consideration for the payment of all fees and any applicable tax and subject to the General Terms and Conditions provided within this Agreement, the Company will install, monitor and service the SENTRICON® COLONY ELIMINATION SYSTEM with ALWAYS ACTIVE™ TECHNOLOGY ("System") at the Service Address in accordance with Dow AgroSciences, LLC's product label requirements for the control of Eastern Subterranean Termites (Reticulitermes) and Formosan Subterranean Termites (Coptotermes Formosanus), herein collectively referred to as "Subterranean termites," and repair any "New Damage" to the Structure(s), subject to the General Terms and Conditions in this Agreement. During the term of this Agreement, if additional stations are required or need to be refreshed or redeployed, such service will be provided at no additional charge to the Customer. The Company reserves the right, and in its sole discretion, to apply a spot treatment with a liquid termiticide of its choice in order to address any active infestation in, around or under the Structure(s). Such liquid treatments, if applied, will also be provided at no additional cost to the Customer. An Inspection Diagram is incorporated by reference into this Agreement. If the sale of this service was conducted over the phone or online and the information provided by Customer is inaccurate, Company reserves the right to make changes to this agreement.

AUTOMATIC RENEWAL/EARLY AGREEMENT TERMINATION PENALTY: The initial term of this Agreement is twelve (12) months. This Agreement will renew at the end of the initial term by continuing to pay the Monthly Recurring Investment amount listed above or upon full payment of the Annual Renewal Amount. Customer's failure to pay the monthly fee in accordance with this Agreement will render this Agreement voidable, at the election of the Company, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. If the monthly payment option is selected, due to the initial overhead expenditure by the Company in providing this economical alternative to Customer, Customer acknowledges that an early termination of this Agreement would lead to an inequitable result for Company; therefore, Customer agrees that Customer shall not cancel this Agreement during the initial twelve (12) month term of this Agreement, unless there is a total failure of performance under this Agreement. If Customer believes that a failure of this nature has occurred, Customer shall provide Company with a written notice demanding performance. Company shall have five (5) days from the date it receives Customer's notice to provide the necessary service required under this Agreement before Customer may claim that Company failed to perform or breached this Agreement. Should Customer otherwise elect to cancel this Agreement within the initial twelve (12) month term, Customer agrees to pay an early cancellation fee equal to the remaining balance of the First Year Total Investment. The Company may adjust the Monthly Recurring Amount or Annual Renewal Amount by providing written notice to Customer within thirty (30) days of the increase after the second year. **Customer initials:**

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect the Company's obligations under its REPAIR AND RETREATMENT service. Customer specifically understands that the Company and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

Accepted by: Date: _____ Company Representative: Date: 6/21/2022

The Buyer's Right to Cancel - you, the buyer, may cancel this transaction at anytime prior to midnight on the third business day after the date of this transaction. Cancellation notice must be in writing by midnight of the third business day.

THE REMOVAL OF THE BAIT AND BAITING SYSTEM MAY RESULT IN LACK OF TERMITE PROTECTION.

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.

SEE GENERAL TERMS AND CONDITIONS ON THE REVERSE

GENERAL TERMS AND CONDITIONS

The Company and Customer agree to the following Terms and Conditions:

1. SPECIFIC EXCLUSIONS RELATED TO THE REPAIR AND RETREATMENT OPTION:

Customer agrees that this Agreement does not cover, and Company shall not be responsible or liable for, any of the following:

- Damage and/or remedial service or treatments resulting from infested wood and/or furniture introduced into Structure(s) before or after System installation or any retreatment;
 - Damage caused by and/or remedial service or treatments for any species of termite other than Eastern Subterranean Termites (Reticulitermes) and Formosan Subterranean termites for service;
 - Damage and/or remedial service or treatments required for or resulting from an aerial infestation of any type of termite, to include any Subterranean Termites;
 - Damage and/or remedial service or treatments required as a result of a conducive condition or construction defect identified or listed in Paragraph 5 below;
 - Damage and/or remedial service or treatments to wooden decks, wood steps, wood fences, wooden walkways, or other wood structures outside the foundation perimeter of the Structure(s) covered under this Agreement;
 - "Existing Damage" as defined within the terms of this Agreement;
 - Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc., or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities, which arose as a result of an infestation of or damage caused by Subterranean Termites or any service provided under this Agreement;
 - With the exception of prevailing party fees awarded as a result of any collection action addressed in Paragraph 17 below, Attorney's fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure;
 - Injury or death to any domestic pets or feral animals; and
 - Damage caused by the Company to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.
 - Company will repair only the specific areas damaged by the specified subterranean termite(s) according to the conditions stated herein. Company will not be responsible for matching of existing wall coverings, floor coverings, custom moldings, paneling, tile, etc. if they are not available from suppliers.
 - Damage which appears to be, in the opinion of Company, cosmetic and non-structural, will be repaired but not necessarily replaced. If owner requests any materials because of suspicion of hidden damage, Company will be responsible only if damage is found to compromise the structural integrity of the structure.
- No provision within this Agreement should be construed to mean that Subterranean Termites will never reinfest the Structure(s). These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

2. LIMITATION ON LIABILITY:

Customer agrees that this Agreement does not cover, and Company shall not be responsible or liable for, any of the following: In the event that any of the exclusions in Paragraph 1 do not apply for any reason, to include the Company's negligence or breach of this Agreement, the Company's liability for any claim whatsoever is limited to a return of the Initial Investment indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named Customer or subsequent Transferee.

3. SERVICE EXPECTATION:

The System relies on the natural foraging habit of the Subterranean Termites to achieve control or elimination of their colonies. Achievement of this end result may take time and is dependent on the size and number of colonies present, the number of conducive conditions, the treatment method used, and the number and placement of the monitoring stations deployed. Additional damage to the Structure(s) may occur because of the time required to gain control. During the term of this Agreement, the Company will keep Customer advised of any new or increased activity in the monitoring stations, the addition, removal, or redeployment of the monitoring stations. The Company reserves the right to change the brand of systemic termite control system in use at the Structure(s) at its discretion.

4. INSPECTIONS:

The Company will perform an annual visual inspection of the Structure(s) or upon Customer's request. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. The Company will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement. Customer agrees that the Company has not inspected for and is not qualified to inspect any surfaces, air or any other portion member of the Structure(s) covered by this Agreement for the presence of molds, mold-like conditions or fungi (including, but not limited to *Strachybotrys atra*), and that the Company has no liability for inspection of same. The inspection for, evaluation of or treatment for the presence of mold, mold-like conditions or fungi that may have an impact on Customer or occupants' health should be referred to the appropriate mold professional or certified industrial hygienist chosen by the Customer.

5. DUTY TO AVOID CONDUCTIVE CONDITIONS:

Customer agrees to cooperate with the Company during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Subterranean Termite infestation or disrupt the effectiveness of the System. These conditions include, but are not to be limited to, construction defects, wood, trash, Exterior Insulation and Finish System (EIFS), stucco below grade, direct wood to soil contact, tree stumps, standing water or above ground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not to be limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, down spouts, plumbing, plumbing fixtures, sprinkler systems, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is Company's responsible any additional service or damage to the Structure(s) or its contents resulting from conditions conducive to a Subterranean Termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of the Company's written notification of such conditions. Customer's failure to eliminate the conducive condition within sixty (60) days of the Company's written notification will render this Agreement void, in whole or part by the Company.

6. EXISTING DAMAGE:

Company is not responsible for the repair of any damage to Structure(s), or its contents, caused by Subterranean Termites that existed before or one hundred twenty (120) days after the "Date of System Installation" stated on the front of this Agreement, regardless whether or not such damage is noted on any attendant graph. Customer agrees that the damage disclosed on any attendant graph may not represent all the existing damage to the Structure(s).

7. NEW DAMAGE:

Company agrees to repair any new damage to Structure(s) that occurs in the Structure(s) one hundred twenty (120) days after the "Date of System Installation" stated on the front of this Agreement; additionally, the area of new damage must be caused by and contain a live infestation of Subterranean Termites. Customer must submit a written claim to the Company within fourteen (14) days of discovery and the Company must verify that the area claimed as "new damage" contains a live infestation before any repairs are performed. Should Customer make any repairs or modifications to an area claimed as "new damage" before the Company is provided with an opportunity to verify that an active infestation exists, this Agreement and all of the Company's obligations hereunder are terminated.

8. LIABILITY LIMITS/CONTROL OF REPAIR PROCESS:

Company's repair obligation under this Agreement, including all renewals, is limited to a total of One Million Dollars (\$1,000,000.00) in the aggregate. Only licensed contractors mutually approved by Customer and the Company will be allowed to repair New Damage to the Structure(s).

9. MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S):

This Agreement only covers the Structure(s) specifically identified on the front page of this Agreement. The Customer shall provide notification to the Company, in writing, prior to any alteration, addition, modification or change to the Structure(s). The Company shall have the right to terminate this Agreement if Customer fails to provide written notice of any alteration, addition, modification or change to the Structure(s). Any additional service or retreatment required as the result of any alteration, addition, modification or change to the Structure(s) or disruption of the System, treatment or retreatment will be provided by the Company at Customer's expense. Customer agrees that the Company shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification or change to the Structure(s) that occurs while this Agreement is in effect.

10. CHANGE IN LAW:

This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state, and local laws and regulations in existence at the time of execution of this Agreement. Should any federal, state, or local law or regulation change regarding the Company's service(s), products or materials, the Company is authorized to take any action necessary to comply with such changes in the law. However, if the Company cannot modify its Agreement, treatments or services to comply with such change in the law, then the Company reserves the right to immediately terminate this Agreement.

11. CHEMICAL SENSITIVITY:

If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to the Company prior to any treatment or retreatment performed on the Structure(s). The Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against the Company in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless the Company from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants of the Structure(s), if Customer fails to provide the above written notice.

12. NO EARLY TERMINATION, AUTOMATIC SERVICE RENEWAL:

This Agreement is made for a minimum of 12 months beginning with automatic monthly or annual renewals, by Customer election of payment method. Upon automatic renewal, or anytime thereafter, the Company reserves the right to adjust its service fee(s) or the terms of this Agreement with thirty (30) days written notice prior to the adjustment. Company will offer to renew this Agreement for 4 additional years if issued for the purposes of pre-construction treatment, otherwise, Company has the right to terminate this contract at any time for any reason at which time the Company's liability under this agreement will terminate. Should Customer wish to terminate the service, written notification must be provided to the Company, at least ten (10) days prior to the anniversary date of this Agreement.

13. BINDING ARBITRATION:

Customer and Company agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in the county where service is provided, using the substantive law of the state. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be conducted in the county where service is provided. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

14. TRANSFERABILITY:

This Agreement is transferable to a new owner of the Structure(s) at the Company's discretion. If the Company consents to such transfer, the Company may charge a transfer fee and adjust the annual or monthly renewal fee. The Company shall have the right to assign all rights including all liabilities and obligations under this Agreement.

15. ENTIRE AGREEMENT AND SEVERABILITY:

This Agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties. Customer further agrees that 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.

16. TERMINATION AND OWNERSHIP OF SYSTEM COMPONENTS:

The Company's responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if the Company is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer's interference or refusal to provide the Company with access to the Service Address or Structure(s). All components of the System are and remain the property of the Company or Dow AgroSciences, LLC. Upon termination of this Agreement for any reason, Customer grants the Company permission to enter the Service Address and Structure(s) to recover the System Components.

17. PAYMENT TERMS, LATE PAYMENT(S), NON-PAYMENT:

For the service provided under this Agreement, CUSTOMER agrees to pay the Company the Total Investment. Failure to pay is cause to terminate service, constitutes default and entitles the Company to start collection proceedings. Customer agrees to pay the Company's collection costs, including court costs and reasonable attorneys' fees as allowed by law.

