



THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS AGREEMENT.

Account No.: 2996224

AGREEMENT FOR THE INSTALLATION AND MONITORING OF THE SENTRICON® COLONY ELIMINATION SYSTEM

Section I. GENERAL INFORMATION.

Name: Michael James Roberts

Service Address: 247 Axis Deer Lane

City: Garner

State: NC

Zip Code: 27529

Location of Treatment Sticker: N/A

Linear Footage of Structure(s): 0

Billing Address: 247 Axis Deer Lane

City: Garner

State: NC

Zip Code: 27529

Home Phone: 984-377-9174

Work Phone: N/A

Treatment Type: ☐ Corrective ☒ Preventive

Section II. SERVICE COMMITMENT.

- HomeTeam Pest Defense, Inc. (the "Company") will, in compliance with applicable federal, state and local laws, rules and regulations:
- A. Install the Sentricon termite bait stations (the "Stations") in the soil around the perimeter of the structure(s) (see attached graph) located at the Service Address above (the "Structure(s)") for the installation fee of \$ 170.00 ;
 - B. Monitor the Stations in accordance with the label directions for a period of twelve (12) months immediately following installation of the Stations for an annual fee of \$ 360.00 ;
 - C. Total cost for the first year of Installation and Monitoring \$ 530.00 ;
 - D. The Annual Renewal Fee after the first year \$ 360.00 . Can be paid in twelve (12) equal monthly payments if EZ-Pay option is selected \$ 30.00 ;
 - E. During the monitoring period, add and remove Recruit® termite bait from the Stations as appropriate;
 - F. During the monitoring period, maintain all Stations in serviceable condition;
 - G. The Company will provide re-inspections to the structure when deemed necessary by the Company or annually if requested by the Customer.

Section III. CUSTOMER UNDERSTANDING OF PERFORMANCE OF SENTRICON SYSTEM.

- Customer understands that:
- A. The Sentricon System involves installation and monitoring, colony elimination with Recruit termite bait, and subsequent monitoring for continuous protection from new termite colonies;
 - B. Intervals of from a few weeks to more than a year should be expected between:
 - i. Installation of the Sentricon stations and sufficient termite activity to allow the addition of Recruit termite bait;
 - ii. Addition of Recruit termite bait; and
 - iii. Sentricon Always Active, the Recruit termite bait is included at the time of installation.
 - C. During the interval(s) between installation of the Stations and complete elimination of existing termite colonies, termite feeding within the Structures, possibly involving additional structural damage, may occur. Additional services such as spot applications of conventional termiticides are available to combat termite activity on a localized, short-term basis if desired, but are not needed for and will not contribute to termite colony elimination.
 - D. The active ingredient in the Sentricon System is an insect growth regulator (Recruit) that prevents worker termites from molting. (Molting is critical to colony survival.)
 - E. In tests that it conducted on Recruit, Dow AgroSciences LLC, the manufacturer of Recruit, observed evidence of very low levels of mammalian toxicity only at very high levels of exposure.
 - F. Treatment is provided against the attack of subterranean termites (Reticulitermes spp., Heterotermes spp. and Coptotermes spp. (Formosan). This Agreement does not provide for the treatment of any other pests, plant, animal or organism other than such termites. The Company has not inspected or treated the structure(s) for health-related molds or fungi. By law, the Company is not qualified, authorized or licensed to inspect for health-related molds or fungi.
 - G. The Company makes no representations regarding the exact location or number of any existing termite colonies.

Section IV. DOW AGROSCIENCES LLC OWNERSHIP OF SENTRICON SYSTEM COMPONENTS.

- Customer also understands that:
- A. The Sentricon System and all of the components of the Sentricon System ("Components") have been designed by Dow AgroSciences LLC. The Components are and will remain the property of Dow AgroSciences LLC. Customer has no rights with respect to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement.
 - B. On expiration or termination of this Agreement, the Company and Dow AgroSciences LLC or their respective representatives are authorized by Customer to retrieve from Customer's premises the Stations and other Components for appropriate disposition. In addition, if the Company, for whatever reason, ceases to represent or to be authorized to represent the Sentricon System,
 - i. The Company will:
 - a. So notify Customer;
 - b. Offer Customer the alternatives of either using a different form of termite protection or terminating this Agreement;
 - c. Credit the Customer for services paid for but not yet received, if appropriate;
 - d. Refund to the Customer an amount equal to the fee paid for services not yet received if Customer elects to discontinue the relationship, or if the Company cannot offer an effective alternative form of termite protection; and
 - e. Retrieve, or allow Dow AgroSciences LLC or its representatives reasonable access to the premises for the retrieval of the Components; and
 - ii. Customer will:
 - a. Grant the Company and Dow AgroSciences LLC or their respective representatives reasonable access to the premises for the retrieval of the Components; and
 - b. Either agree with the Company on the use of an alternative form of termite control or terminate this Agreement.

PAYMENT METHOD. ☐ Cash ☐ Check ☐ Credit Card ☐ EZ-Pay

If paying by credit card or recurring debit from your bank account, please complete the attached Authorization for Pre-Arranged Payments to include the EZ-Pay option if desired.

This Agreement contains certain limitations, conditions and exclusions on the Company's obligations. Please read the entire Agreement before signing.

In consideration for the Company performing the services specified above and subject to the terms and conditions of this Agreement, Customer agrees to make the payments indicated above. Customer acknowledges receipt of a signed copy of this Agreement. This Agreement is not binding on the Company until signed by an authorized manager or executive officer of the Company.

CUSTOMER:

Signature: Michael Roberts

Printed Name: Michael James Roberts

Email: mjoroberts@gmail.com

HOMETEAM PEST DEFENSE, INC.

Signature: Ralph Smith

Printed Name: Ralph Smith

Effective Date: 08/03/2022

RIGHT TO CANCEL: YOU, THE CUSTOMER, 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.

THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION

Section V. CUSTOMER COMMITMENT AS TO CONDITIONS CONDUCTIVE TO INFESTATIONS. The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conditions Conducive," see below for explanation). The Customer agrees to be solely responsible for identifying and correcting Conditions Conducive. The responsibility rests exclusively with the Customer, not with the Company. Failure of the Company to alert Customer to any of the above conditions does not alter Customer's responsibility under this Section. In addition, the existence of any Conditions Conducive that was not timely corrected, including any Conditions Conducive existing but not visible at the time of the execution of this Agreement, will permit the Company, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required as a result of the Conditions Conducive. Customer agrees to fully cooperate with the Company during the term of this Agreement, and agrees to maintain the area(s) baited free from such Conditions Conducive. Other specific items may be noted below in "Additional Comments" (Section XV).

CONDITIONS CONDUCTIVE. Conditions Conducive include, but are not limited to, roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusion in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation, foam insulation, stucco construction with wire lathe, foam board and/or wood framing below grade, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) if within 6 inches of the ground; and spray-foam insulation, encapsulated crawlspaces, firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering that restricts visual inspection or treatment of the structure.

Customer agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier-foundation structures, or as noted below in "Additional Comments" (Section XV). Customer also agrees to notify the Company of, and to eliminate, faulty plumbing, leaks, dampness from drains, condensation or leaks from the roof or otherwise into, onto or under the area(s) baited. Failure of the Company to alert Customer to any of the above conditions does not alter Customer's responsibility under this Section.

Section VI. ADDITIONS, ALTERATIONS, AND OTHER CHANGES. This Agreement covers the Structure(s) identified in Section I as of the date of the initial installation. Customer will immediately notify the Company in writing (1) prior to the Structure(s) being structurally modified, altered or otherwise changed, (2) prior to any termicide being applied on or close to the location of any Station, (3) if soil is removed or added around the foundation of the Structure(s) or (4) any tampering of baiting equipment or supplies occurs. Failure to notify the Company in writing of any event listed above may void the Agreement. Additional services required by any addition, alteration or other such event may be provided by the Company at Customer's expense, and may require an adjustment in the renewal fee.

Section VII. DAMAGE RELATED TO SERVICES. The Company will exercise due care while performing services hereunder to attempt to avoid damaging any part of Customer's property, plants or animals. Under no circumstances will the Company be responsible for damage caused by the Company at the time the work is performed, except those damages resulting from gross negligence of the Company. Customer is responsible, at Customer's sole expense, for refurbishing Customer's property (including lawn and landscape) after installation of the Stations.

Section VIII. REPAIR AND RETREATMENT OBLIGATION. Customer initials MR . Subject to the general terms and conditions of this Agreement, if an infestation of subterranean termites occurs in the treated structure(s) during the term of this Agreement, the Company will retreat the area of infestation at no additional charge. In addition, subject to the general terms and conditions of this Agreement, the Company will repair, at its cost, new termite damage to the treated structure(s). The Company's total liability will not exceed in any one calendar year the lesser of (i) \$200,000 or (ii) the fair market value of the treated structure(s), nor exceed \$1,000,000 in the aggregate over the term of the Agreement, including extensions and renewals.

1. Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of Subterranean termites or Subterranean termite damage, or for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of Subterranean termites or Subterranean termite damage. The Customer acknowledges that the Company is performing a service and except for termite damage repairs set forth above and any damage to the structure caused by the Company in the performance of its services, Customer waives any claim for property damage, and agrees that under no circumstances shall Company be held liable for any amount greater than the amount paid by the Customer to Company for the termite service to be performed.

2. Due to subterranean termite habits, termite activity may continue to be present in a structure for a period of time following treatment. The Company is not responsible for repairs of subterranean termite damage that occurs before the repair portion of the warranty becomes effective.

3. The Company's obligation to repair termite damage will become effective upon the earlier of (i) elimination of the colony or colonies located on or about the Service Address or (ii) the first anniversary of the installation of the Stations. Colony elimination shall be deemed to occur when, following two consecutive months of termites feeding on Recruit termite bait in one or more termite bait stations located at the Service Address, the Company's technician is unable to locate, for a period of three consecutive service visits to the Service Address, any live termites in any of the termite bait stations located at the Service Address. If new damage, as evidenced by the presence of live termites, occurs while the Company's obligation to repair termite damage is in force, following written notification from Customer and an inspection by the Company, the Company agrees to reimburse Customer for the reasonable cost of the repairs, but only to the extent that the total reasonable cost of such repairs is less than \$200,000 in any one calendar year.

4. Subject to the remaining provisions of this Section VIII.4, Customer will be entitled to select the contractor who will perform the needed repairs to the treated structure(s). Prior to entering into a contract with a contractor, Customer agrees to provide the Company a copy of the proposed contract or written bid. If the Company determines the bid to be excessive, Customer agrees to grant access to the treated structure(s) to a contractor designated by the Company for the purpose of obtaining a second bid for the work. In cases where there are multiple bids for repair work, Customer acknowledges that the Company reserves the right to select the contractor to perform the repairs.

5. The Company is not responsible for the repair of either visible damage (noted on the attached inspection graph) or hidden damage existing as of the date of this Agreement. The Company does not guarantee that the damage disclosed on the attached inspection graph represents all of the existing damage as of the date of this Agreement. **The Company will not be responsible for (1) any damage caused by termites to the treated structure(s) or the contents thereof arising prior to or following the term of this Agreement or (2) any costs or expenses incurred by Customer as a result of any such damage. Customer waives all claims for damage to the property or people that may result directly or indirectly from services provided by the Company, with the sole exception of claims for damages due to the gross negligence of the Company and/or its employees.**

Section IX. PAYMENT. The Company's obligation to perform under this Agreement is conditioned upon Customer's payment in full of the price set forth in Section II above. Customer's failure to pay such price in full will cause this Agreement to automatically and immediately terminate in its entirety and the Company will be discharged of all liability. All amounts paid, if any, will become the property of the Company as liquidated damages hereunder. The installation fee is due and payable at the time of the initial service. The renewal fee is due and payable upon receipt of invoice, if applicable. Invoices that are not paid within thirty (30) days of the invoice date will accrue interest on the unpaid balance at a rate equal to the lesser of 1.5% per month (18% per year) or the maximum rate allowed by law. However, if the Customer elects the EZ-Pay option, the Customer's account will be debited in twelve (12) equal monthly installments. In the event that legal action is necessary to collect any amount due the Company, the Company will be entitled to recover from Customer all costs of collection, including reasonable attorneys' fees, in addition to all outstanding amounts due the Company.

Section X. TERM. Unless otherwise specifically provided herein, the parties agree that the initial term of this Agreement will be for twelve (12) months and will be automatically renewed on an annual basis, for an additional twelve (12) month period, for a maximum of four (4) additional twelve (12) month periods, following the initial term upon payment by Customer of the fee indicated in Section II.B. of this Agreement (subject to adjustment as provided in this subsection), unless either party cancels by giving the other party written notice at least thirty (30) days prior to the end of the then current term. This Agreement may be terminated by the Company or by Customer, at any time following the initial term, upon written notice to the other party at least thirty (30) days prior to such termination. At the end of that five (5) year period, the service may be renewed annually with the mutual consent of both parties, and, thereafter, either party may terminate the service with written notice at least thirty (30) days prior to the end of the then current term. The Company reserves the right to increase the price of service. This Agreement may be terminated by Customer by providing written notice to the Company within thirty (30) days following Customer's receipt of the notice of increase.

Section XI. ARBITRATION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR, IF APPLICABLE, IT SHALL BE DETERMINED UNDER THE AAA PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE PARTIES EXPRESSLY AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, AND THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT EITHER PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO A THREE MEMBER APPEAL TRIBUNAL. THE APPEALING PARTY SHALL BE RESPONSIBLE FOR ALL APPELLATE ARBITRATOR(S) FEES AND COSTS. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

Section XII. CHEMICAL SENSITIVITY OR SPECIAL HEALTH CONDITIONS. If Customer believes that Customer or other occupants of the treated structure are or may (A) be sensitive to pesticides/termicides or their odors or (B) have other health conditions that may be affected by pesticides/termicides or their odors, Company recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Company will provide information about the chemicals to be used in treating the premises. By permitting the treatment, Customer assumes the risk and waives any and all claims against the Company in connection with such sensitivity or condition. At your request, the Company will provide information about the chemicals to be used in treating the premises.

Section XIII. ASSIGNABILITY. This Agreement is transferable to a new owner of the property located at the Service Address provided that the new owner of the property enters into an installation and monitoring agreement with the Company. The Company reserves the right to charge a transfer fee, adjust the annual renewal rate, and change the terms of the Company's obligations under this Agreement upon any such transfer. Upon the closing of the sale of the property located at the Service Address, this Agreement will terminate.

Section XIV. ENTIRE AGREEMENT AND SEVERABILITY. This Agreement and the attached graph constitute the entire agreement between the parties. Customer expressly warrants and represents that, in entering this Agreement, Customer is not relying on any promise, agreement or statement, whether oral or written, that is not expressly and fully set forth in this Agreement. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement will remain in full force and effect. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Company. No other employees or agents of Company have authority to amend or alter any part of this Agreement. Provided, however, that as to the paragraph on ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

Section XV. ADDITIONAL COMMENTS. N/A



Agreement Number: 2996224
(Same as on Agreement)

08/03/2022
Enter Date of Transaction

NOTICE OF CANCELLATION

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 AGREEMENT OR SALE, AND 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 AGREEMENT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN 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 THE AGREEMENT. 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 HOMETEAM PEST DEFENSE, INC.

AT 3224 Lake Woodard Dr, STE 107, Raleigh, NC 27604-3659 NOT LATER
(Address of Seller's Place of Business – HomeTeam Pest Defense Branch Office)

THAN MIDNIGHT OF 08/08/2022 I HEREBY CANCEL THIS TRANSACTION.
(Date – Three Business Days After Date of Transaction)

Date Buyer's Signature Buyer's Name (Print)

(CUT OR TEAR ALONG DOTTED LINE)

HOMETEAM PEST DEFENSE, INC. CAN BEGIN WORK AS SOON AS POSSIBLE. PERMISSION, HOWEVER, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION.

☒ YES ☐ NO

Buyer's Signature

08/03/2022
Date

(THE BOTTOM PORTION OF THIS FORM MUST BE ATTACHED TO THE LOCATION COPY OF THIS AGREEMENT.)