



NORTH HOUSTON TPCL 711190
 14900 WOODHAM DR STE A-135
 HOUSTON, TX 77073-6133
 2812338800

Contract #: 100385-081120204652-2699
 Inspection Date: 08/11/2020
 Inspector: YATES, KRAIG

Homeowner Name: DAKOTA HOCKERT
 Address: 19096 WOOD HOLLOW DR.
 City State Zip: PORTER, TX, 77365-3626
 Home Phone: 8324650189
 Work Phone:

Ultimate Protection Home Pest Inspection

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

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet: <u>180</u>	Built Pre 1985: <input type="checkbox"/>	Primary Use: <u>Single Family Dwelling</u>
# of Stories: <u>1</u>	Roof Type: <u>Shingle Roof</u>	Foundation Type: <u>Concrete</u>
Construction Type: <u>Monolithic Slab</u>	Siding: <u>Brick</u>	Industry Type: _____
Square Footage: _____	Lot Size: _____	# of Gas Meters: _____
Cubic Feet: _____	Eave Height: _____	Peak Height: _____

PROPERTY HAS A:

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

CONDUCTIVE CONDITIONS

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



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INTERIOR INSPECTION

PROPERTY DETAILS

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

CONDUCTIVE CONDITIONS

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

ATTIC

Number Of Attics: 1 Attic Access Location: Inside - Pull Down Stairs

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

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

CRAWL SPACE

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

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

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

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

Wood debris, stored material or structure/ground contact?

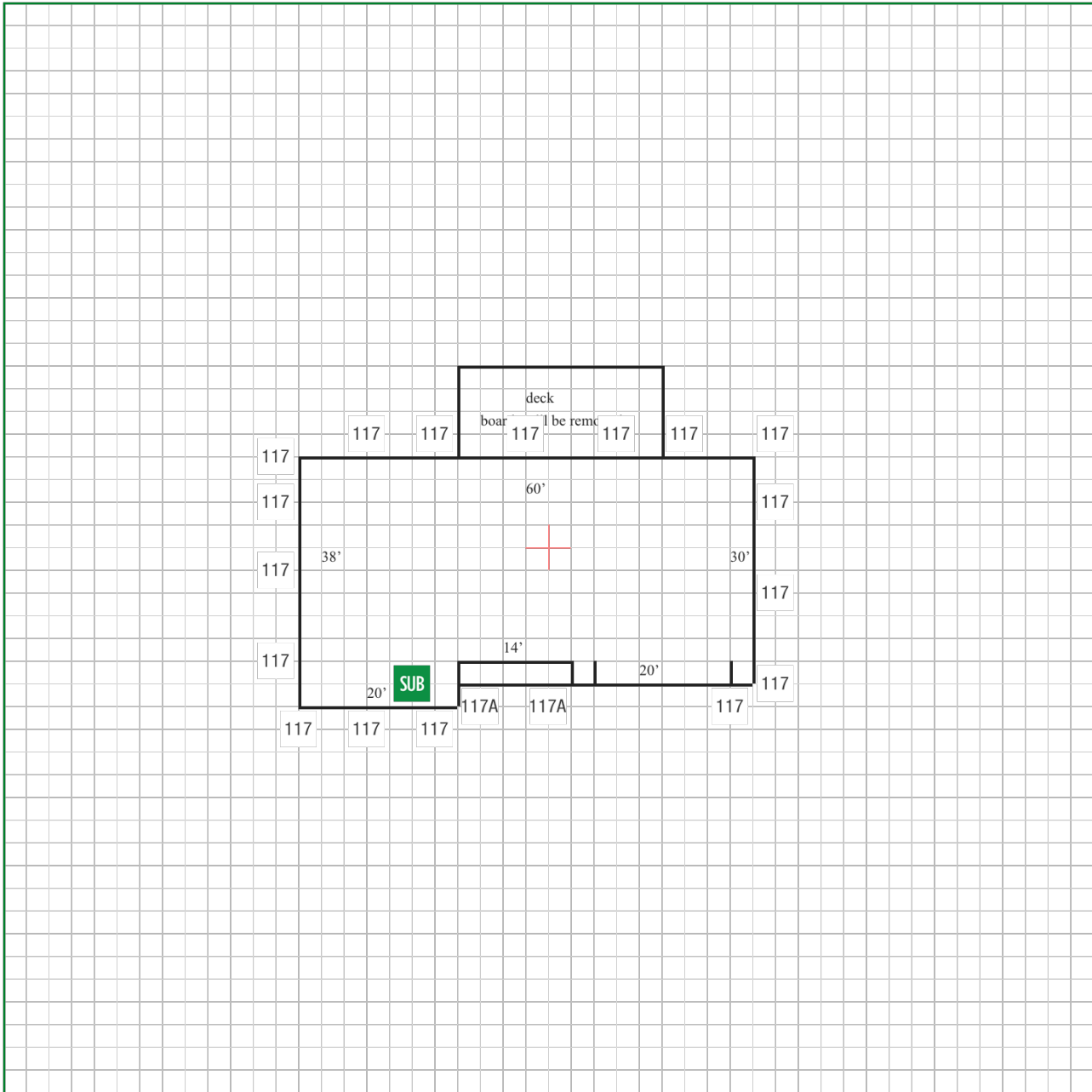
Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

None	Date:	08/11/2020
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TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	
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Scale 1:3






This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

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

KEY TO EVIDENCE

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



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

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

NON-CHEMICAL TREATMENT SPECIFICATIONS

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



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

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

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

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

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

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

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

SLAB TREATMENT SPECIFICATIONS

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



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Property Work Authorization And Service Agreement Related Repair

Purchaser (print name) DAKOTA HOCKERT Home Phone 8324650189 Work Phone _____
 Purchaser Mailing Address 19096 WOOD HOLLOW DR., PORTER, TX 77365
 Property Address 19096 WOOD HOLLOW DR., PORTER, TX 77365-3626
 Description of Structure(s) Covered House Email imfsryder13@yahoo.com
 Description of Service(s) One time pest service


SERVICE / PAYMENT TERMS	
SERVICE(S) PURCHASED <u>Installation *</u>	\$ <u>100.00</u>
*Excludes tax (if applicable)	


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

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 08/11/2020 ARE PART OF THIS AGREEMENT.

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

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser Name: DAKOTA HOCKERT Purchaser (Signature):  Date: 08/11/2020

Representative Name: YATES, KRAIG Representative (Signature):  Date: 08/11/2020

Terminix Branch Phone: 2812338800

Terminix Branch Address: 14900 WOODHAM DR STE A-135, HOUSTON, TX 77073-6133

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

TERMS AND CONDITIONS

1. **LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective workmanship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.
2. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. Purchaser must allow Terminix access to the identified property for purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.
3. **DISCLAIMER.**
 - A. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.
 - B. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
 1. Any and all damage resulting from termites and/or any other wood destroying organisms.
 2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 3. Concrete or masonry failure or grade alterations.
 4. Inherent structural problems, including but not limited to, wood to ground contacts.
 5. Termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property regardless of whether the component is a part of the identified property.
 6. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.
 7. Damage resulting from or services required for concrete or masonry failure of grade alterations.
 8. Inherent structural problems or damage resulting from such problems.
 - C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services here in, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
5. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.
6. **ENTIRE AGREEMENT.** This Contract, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.
7. **MANDATORY ARBITRATION.** Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this Agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.**
8. **SEVERABILITY.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.
9. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



LIQUID DEFEND SYSTEM® ONE-TIME SERVICE

THIS AGREEMENT PROVIDES FOR A SINGLE TREATMENT OF STRUCTURES WITH A SUBTERRANEAN TERMITE LIQUID DEFEND SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH TREATMENT. THE SUBSEQUENT EXCAVATION OF SOIL OR OTHER DISTURBANCE OF THE LIQUID DEFEND SYSTEM INSERTION POINTS MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser DAKOTA HOCKERT Home Phone 8324650189 Work Phone _____
 Mailing Address 19096 WOOD HOLLOW DR., PORTER, TX 77365
 Property Address 19096 WOOD HOLLOW DR., PORTER, TX 77365-3626
 Description of Structure(s) Covered House Email imfsryder13@yahoo.com

SERVICE / PAYMENT TERMS

SINGLE TREATMENT FEE* \$ 1260.00
BILLING FREQUENCY.....
 *Excludes tax (if applicable)


NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.


Purchaser acknowledges, accepts and agrees that:

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

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

Customer accepts and agrees to the Terms and Conditions on this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 17 and 18 of the Terms and Conditions of this Agreement:

Purchaser Name: DAKOTA HOCKERT Purchaser (Signature):  Date: 08/11/2020

Representative Name: YATES, KRAIG Representative (Signature):  Date: 08/11/2020

Terminix Branch Phone: 2812338800 Terminix Branch Charter No.: 711190

Terminix Branch Address: 14900 WOODHAM DR STE A-135, HOUSTON, TX 77073-6133

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

STATE-SPECIFIC DISCLOSURES:

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

TERMS AND CONDITIONS

1. FEES. Purchaser shall pay the fees for a single treatment of the Structures with the Liquid Defend System and Services based upon the Payment Option selected by Purchaser.
2. INSPECTION GRAPH. This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
3. LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF INITIAL TREATMENT WITH THE LIQUID DEFEND SYSTEM. The sole obligation of Terminix under this Agreement (hereinafter the "Services") is as follows: (a) Treat the Structures, as described on the Inspection Graph attached to this Agreement, with the Terminix Subterranean Termite Liquid Defend System (the "Liquid Defend System"); and (b) During the ninety (90) day period immediately following the date of initial treatment, if requested by Purchaser, inspect the Structures for termite activity and retreat with the Liquid Defend System, if necessary, to control for infestations of Subterranean Termites, as determined by Terminix in its sole discretion. Terminix has no obligation to repair any damage to the Structures caused by Subterranean Termites under this Agreement.
4. PROTECTION AGAINST SUBTERRANEAN TERMITES. THE LIQUID DEFEND SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SPP.*, *HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE LIQUID DEFEND SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.
5. ACCESS TO PROPERTY. Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
6. PURCHASER COOPERATION. Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
7. PURCHASER SATISFACTION. Subject to Purchaser's Cooperation (as defined below), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be.
8. LIMITATION OF LIABILITY; LIMITED WARRANTY. EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.
9. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
10. INFORMATION REGARDING LIQUID DEFEND SYSTEM. Purchaser acknowledges and agrees that the treatment of the Structures with the Liquid Defend System requires: (a) excavation of soil directly adjacent to the exterior walls and/or concrete slab of the Structures for insertion of liquid treatment; and/or (b) drilling of holes in and around the concrete slab, basement, crawl space and exterior walls of the Structures for the insertion of the liquid treatment. Purchaser further understands and agrees that the Liquid Defend System treatment shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures and surrounding areas to ensure effective protection of the Structures. Purchaser hereby releases Terminix from any and all claims of damage to the Structures and surrounding areas as a result of the application of the Liquid Defend System. If Purchaser fails and refuses to allow Terminix to properly apply the Liquid Defend System as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.
11. ADDITIONS OR ALTERATIONS TO STRUCTURES. This Agreement covers the Structures described on the Inspection Graph as of the date of the treatment of the Liquid Defend System. If the Structures or areas on or near the Liquid Defend System insertion points are structurally modified, altered or otherwise changed including, but not limited to, removal or addition of soil around the foundation (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Liquid Defend System treatment as a result of the Alterations.
12. FORCE MAJEURE. Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
13. ADDITIONAL DISCLAIMERS. This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
14. CHANGE IN LAW. Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the terms and conditions of this Agreement or terminate this Agreement.
15. NON-PAYMENT; DEFAULT. In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
16. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial and Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
20. ENTIRE AGREEMENT. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.
21. NOTICE FOR CALIFORNIA CONSUMERS. In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of

birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Special Charges	Liquid Defend		\$1260.00	\$85.05	\$0.00	\$1345.05
Special Charges	Related Repair		\$100.00	\$6.75	\$0.00	\$106.75
					Grand Total:	\$1451.8

Product	Merchandise	Quantity
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Purchaser Payments

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

Mastercard ending in 2105 exp. 1123	\$1345.05	Liquid Defend
Mastercard ending in 2105 exp. 1123	\$106.75	Related Repair

Authorization

Purchaser Name: DAKOTA HOCKERT **Purchaser (Signature):**  **Date:** 08/11/2020

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

Terminix Authorization

Purchaser Name: DAKOTA HOCKERT **Purchaser (Signature):** _____ **Date:** 08/11/2020

SMAC Authorization



Purchaser Name: DAKOTA HOCKERT **Purchaser (Signature):** _____ **Date:** 08/11/2020

Subterranean Termite Post-Construction Treatment Disclosure For Each Estimate

When an estimate or proposal for termite treatment is submitted to a consumer the pest control company must provide the following written disclosure information: For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Telephone number (866) 918-4481 or Fax: 888-232-2567. Documentation shall also include but is not limited to approximate perimeter measurement of the structure, areas of active or previous termite activity, the concentration of any liquid termiticide application to be used or the minimum number of baiting systems installed or the square footage if a barrier is installed. The consumer is advised to review all this information and the pesticide label for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive.

Definitions of Treatment

A subterranean termite treatment may be a partial treatment or a spot treatment using termiticide, approved physical barriers or a baiting system. These types of treatments are defined as follows:

Partial Treatment

This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (See definition below.) Ex: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment

Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot." Often there are adjacent areas susceptible to termite infestation, which are not treated.

Baiting System

This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

Barriers

If a physical device is used, the square footage of the physical device must be recorded and a diagram describing the installation will be provided.

WARRANTY information provided includes the complete details any warranty provided and the following:

- Time Period of the Warranty
- Renewal Options and Cost
- Obligations of the Contracting Parties
- Conditions that could develop which would void the warranty
- Name of the pest control company responsible for the warranty.

If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify)

A copy of the consumer information sheet has been made available to the appropriate party.

Additional Information

In addition to the information listed above the following information must also be included on the diagram: Known wood destroying insect activity, conducive conditions, type of construction, construction details, and any other information about construction relevant to the treatment proposal.

**Licensed and regulated by: Texas Department of Agriculture
P.O. Box 12847, Austin, Texas 78711-2847, Phone (866) 918-4481, (FAX) 888-232-2567**

Name: DAKOTA HOCKERT

Address: 19096 WOOD HOLLOW DR.

City : PORTER State TX Zip: 77365-3626

A label of _____ is enclosed

The concentration of any chemical to be applied at this location is	
Areas of present termite activity	See Graph

Type of Construction, Type of Treatment (check all that apply)

Type of _____ Pier & Beam _____ Parti _____ Batt _____ Physical

(Refer to Definition of _____ Slab _____ Spot _____ Other _____)

Approximate measurements of the structure(s) to be treated _____

Signature of Certified Applicator or Technician Completing Estimate Printed Name 08/11/2020
Date

TERMINIX 711190
Name of Pest Control Company TPCL. No

***This form includes the minimum requirements and information. It may also include or be revised to include a company logo and additional information**



NORTH HOUSTON
 TPCL 711190
 14900 WOODHAM DR
 STE A-135
 HOUSTON, TX 77073-
 6133
 2812338800

Notice of Cancellation

Inspection ID #: 100385-081120204652-2699
 19096 WOOD HOLLOW DR.
 PORTER, TX 77365-3626

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

NOTICE OF CANCELLATION

DATE OF TRANSACTION: 08/11/2020

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

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

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

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

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

NORTH HOUSTON TPCL 711190
 14900 WOODHAM DR STE A-135
 HOUSTON, TX 77073-6133
 2812338800

NOT LATER THAN MIDNIGHT OF: 08/14/2020

THEREBY CANCEL THIS TRANSACTION _____ Date: _____



NORTH HOUSTON TPCL 711190
14900 WOODHAM DR STE A-135
HOUSTON, TX 77073-6133
2812338800

Contract #: 100385-081120204652-2699

Inspection Date: 08/11/2020

Inspector: YATES, KRAIG

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



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

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

MAKE PAYMENTS WORRY-FREE.



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

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



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

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



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

