

R4 Green Houston, LLC (DBA MosquitoNix Houston)
ADD ON/REINSTALL AGREEMENT

9050 Long Point Rd
Houston, TX 77055
(713) 682-9900
houstoninfo@nobites.com
License #: TPCL 12829A/0749683



Service Address

cheri-berry@outlook.com
Attn: Cheri Norris
407 Old Orchard Dr
Dickinson, TX 77539
(713) 501-4779 | (281) 732-6016
snorris98@comcast.net

Billing Info

cheri-berry@outlook.com
Attn: Cheri Norris
407 Old Orchard Dr
Dickinson, TX 77539
(713) 501-4779
snorris98@comcast.net

Authorization: This Misting System Add On / Reinstall Agreement and, if applicable, the Services Agreement (collectively, the "Agreement") authorizes R4 Green Houston, LLC (DBA MosquitoNix Houston) to enter Customer's property at the address identified above (the "Property") for purposes of installing a Misting System (the "System") on the Property and, if applicable, to re-enter the Property periodically for purposes of refilling, checking, and maintaining the System during the term of this Agreement.

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

System Add On/Reinstall

Work Date:	03/13/2024
Price:	\$250.00
Sub Total:	\$250.00
Tax (7.75%):	\$19.38
Initial Total:	\$269.38

Service Agreement

Important: This Agreement is only for the Add On / Reinstall of a Misting System. It does not include a Service Plan at time of installation, however if there is a current one in existence, it will survive this agreement. If there is a new unit installed, the pump, motor, and control unit carry a one year warranty, which can be extended within the first year by activating a Service Plan Agreement. The Service Plan Agreement is transferrable. Service of the Misting System by any third party, other than MosquitoNix, voids the one-year warranty.

Customer Specific Notes: Reinstall for 2 sides of the fence

Payment Information

Cheri Norris
I authorize R4 Green Houston, LLC (DBA MosquitoNix Houston) to automatically bill my debit/credit card based on the Service Agreement Plan.
Credit Card # * * * * * 3321
Expires: 03/2026

This Agreement is subject to all of the Terms and Conditions below, which is incorporated herein by reference. The price for the Service Agreement is based on the proposal accepted by Customer and the Customer Information Sheet. Customers signature below acknowledges acceptance of this Agreement, the Terms and Conditions, and the applicable prices set forth above.

AFTER SIGNING AGREEMENT, TO COMPLETE PLEASE ENTER DEBIT/CREDIT CARD IN THE CUSTOMER PORTAL.

Terms and Conditions

This Agreement is subject to the following Terms and Conditions, which are an integral part of this Agreement.

WORKMANSHIP. MosquitoNix will install the System in a competent manner. Although MosquitoNix will exercise due care while performing any work hereunder to try, Customer understands that damages to real and personal property may occur in the course of installation of the System. Subject to the limitations on liability below, MosquitoNix assumes responsibility for all damages due to its fault. Customer is responsible for alerting MosquitoNix to hidden pipes, cables, and shallow irrigation systems.

PLANT DAMAGE. MosquitoNix will replace any plant, bush, or shrub ("Flora") damaged in the installation of the System unless (i) Customer consented to the removal or destruction of the Flora as a necessary condition to the installation of the System; or (ii) Customer failed to notify MosquitoNix of the damage to the Flora within 30 days following the installation of the System. Phytotoxicity (plant burn) may occasionally occur with sensitive Flora. MosquitoNix will not be responsible for phytotoxicity unless it results in the death of the Flora and Customer notifies MosquitoNix within 30 days following the installation of the System.

ACCESS TO PROPERTY. MosquitoNix must have ingress to and egress from the Property during the installation of the System and for refills and service, which may require opening and leaving open gates, garage doors, pool doors, and sheds. In some circumstances, Customer may provide MosquitoNix with keys, gate codes, or alarm codes. Although MosquitoNix will make every reasonable effort to maintain the security of Customer's Property, MosquitoNix shall not be responsible thefts of Customer's personal property by persons other than MosquitoNix employees, agents, or representatives, or for any pets that run away or escape during the installation of the System or during refills and service.

WARRANTY: The warranty of the System is based on the Service Plan selected. The system is warranted to operate as specified following the completion of the installation and while maintained by MosquitoNix under the appropriate Service Plan. The warranty includes all parts and labor free of charge for malfunctioning parts; except for all limited lifetime items which carry a 3 year warranty. The warranty does not cover damage or broken parts due to misuse of the System or damage to the System due to the growth of trees, floods, falling tree limbs, power surges or faulty electrical connections, or actions of Customer or third parties (Rodents & Animals Included). The warranty does not cover modifications to or replacement of any parts of the System required by changes in federal, state, or local laws, regulations, or ordinances. If the System is not maintained by MosquitoNix, or if any person other than an authorized MosquitoNix representative refills, services, or modifies the System, the warranty will be void, and any repairs will be charged to Customer.

NO IMPLIED WARRANTIES; LIMITATION OF LIABILITY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE WARRANTY HEREIN, IN NO EVENT SHALL MOSQUITONIX BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT OR ANY OBLIGATIONS ARISING UNDER THIS AGREEMENT, EXCEPT ANY PROPERTY DAMAGE OR PERSONAL INJURY DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY MOSQUITONIX. IN NO EVENT SHALL MOSQUITONIX'S MONETARY DAMAGES EXCEED THE PURCHASE PRICE OF THE SYSTEM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE PARTIES ACKNOWLEDGE THAT MOSQUITONIX'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATIONS ON LIABILITY CONTAINED IN THIS AGREEMENT.

GENERAL PROVISIONS.

Entire Agreement. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

Governing Law; Venue. This Agreement has been executed in and shall be governed by the laws of the State of Texas without giving effect to the choice of laws or conflict of laws rules of any state. Venue for any action brought hereunder shall be proper only in Harris County, Texas.

Court Costs and Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party or parties to such action, which fees may

be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

Transferability. If the Full Service Plan Agreement has been selected, this Agreement (including the Full Service Plan) may be transferred to a new owner of the Property for the administrative fee disclosed above. Included in the transfer will be a complete onsite inspection and orientation with the new owners. MosquitoNix is to be notified within 10 days of such ownership change.

Waivers. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as a future waiver of such provision or condition.

Notices. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid; transmitted by a reputable overnight courier service, delivery signed for; or delivered by hand delivery, addressed to Customer at the address of the Property and to MosquitoNix at PO BOX 802623, Dallas TX 75380 Attention: Management.

Mandatory Arbitration. Any dispute concerning this Agreement or the enforcement of any term or condition hereof shall be submitted to binding arbitration to the extent permitted by law, in Houston, Texas, before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Customer hereby waives his or her right to jury trial as to matters arising out of the terms of this Agreement and any matters herein released to the extent permitted by law. Customer and MosquitoNix each agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award.

Inurement. MosquitoNix and its affiliates are third-party beneficiaries hereunder, and this Agreement shall inure to their benefit.

Payment Remittance Address:
PO BOX 802623
Dallas, TX 75380-2623S

This agreement is for an initial period of 12 month(s).

I have read and agree to the terms and conditions of this agreement including any additional terms and disclosures listed above. I confirm that my email address is entered correctly and agree to receive my agreement, additional disclosures, and future account notifications electronically.

Customer Initials: X

S. Nanni

Customer signed on: Thursday, 05/09/2024