THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

# RESIDENTIAL NATIVE SUBTERRANEAN AND FORMOSAN TERMITE RETREAT AGREEMENT

## DIRECTED LIQUID + BAIT TREATMENT (SF)

1. **ORKIN RENEWABLE NATIVE SUBTERRANEAN AND FORMOSAN TERMITE RETREATMENT SERVICE ("Service"):**
   - **A. Orkin is hereby authorized to place bait stations in and around Customer's building described in the attached Treatment Report. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Native Subterranean or Formosan termite infestation, Orkin will retreat that area. This Service does not provide for the repair of any damage to the structure or its contents caused by Native Subterranean or Formosan termites.**
   - **B. IMPORTANT**: Service includes liquid treatment to critical and infested areas as specified by Orkin, plus Bait System installation and monitoring as specified by Orkin. If Orkin, for whatever reason, changes the type of bait being used or ceases to offer a bait program in this area, an appropriate alternative treatment method will be determined by and performed by Orkin at no charge to the Customer. The bait stations and all components are not owned by the Customer and may be removed by Orkin at its discretion, at any time, for replacement with an alternative treatment method, upon the termination of this Agreement or if Orkin ceases to offer a bait program in this area. The Service coverage of this Agreement will remain in effect through any pre-paid period of coverage. Thereafter, Orkin will provide a Service identical to the Service set forth in this Agreement for a renewal fee not to exceed the Annual Monitoring Fee as set by this Agreement.
   - **C. This Service shall expire one (1) year from the date of initial treatment; however, it may be renewed annually by payment of the renewal fee as set forth in Paragraph 3. Following the first year of service, either party may terminate the Service at the end of a service year by giving written notice at or before the end of a service year.**
   - **D.** Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   - **E.** The Customer agrees to be solely responsible for maintaining the Treated Premises free from any conditions conducive to termite infestation ("Conditions Conducive," see paragraph 9 for explanation). If any Conditions Conducive exist but is not visible at the time of the execution of this Agreement, then Orkin shall not be responsible for treating or retreating areas of the Premises where termite activity resulted from such Condition Conducive. The Customer agrees to be solely responsible for identifying and correcting Condition Conducive. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Condition Conducive shall relieve Orkin of responsibility for treating or retreating areas of the Premises where termite activity resulted from the Condition Conducive. In addition, the existence of a Condition Conducive that was not timely corrected will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
   - **F.** Prior to making any structural modification or alteration (to include installation of spray foam insulation) or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement
   - **G. Customer agrees not to remove, tamper with, or cover the bait stations.**
   - **H. Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.**
2. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Drywood Termites, Wood-boring Beetles or any other Wood Destroying Insects.
3. **A. PAYMENTS:** The initial payment covers the installation of the bait stations and the first year's monitoring service, and is due at the time the initial treatment is performed. After the first year, the Monitoring Fee will be assessed on an annual or quarterly basis. By payment of the Monitoring Fee, this Agreement may be renewed on an annual or quarterly basis. As long as Customer keeps the Monitoring Fee current, Orkin will monitor Customer's structure and maintain the Service under this Agreement.
   - **B. MONITORING FEE PRICE PROTECTION:** In order to maintain this Agreement and the Service, Customer shall pay a Monitoring Fee. The Annual Monitoring Fee for year two (2) of the Agreement will be $ **250.00** , plus tax where applicable, but may be paid, at Customer's option, in quarterly payments of $ **62.50** , plus tax where applicable. Thereafter, for the Service period, Orkin shall have the right to increase the Annual Monitoring Fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Monitoring Fee in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
4. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal
5. **MEDIATION/ARBITRATION:** ***Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer, or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable.***

BB
Customer Initials

***Any other controversy or claim shall be determined under the AAA commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. The arbitrator's powers to conduct any arbitration proceeding under this agreement shall be limited as follows: 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, but in the absence of the parties' agreement, 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 a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. 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 Orkin 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. Before having recourse to arbitration, customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: http://www.adr.org.***

6. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of termites or termite damage, including without limitation claims for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of termites or termite damages. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claim for damages, including property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be provided. **Nothing in this Agreement shall be construed as depriving the customer of remedies available under applicable state consumer protection laws**
7. **LIMITED ASSIGNABILITY:** This Agreement is assignable to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; b) Orkin conducts, at its discretion, an inspection of the property, the results of which must be satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays any outstanding renewal fees.
8. **CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
9. **CONDITIONS CONDUCIVE:** Conditions Conducive include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, spray foam insulation, and settlement of the foundation; other foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
10. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. 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 Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 5, MEDIATION/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 paragraph 5 shall be deemed to be deleted from this Agreement.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
12. **FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, pandemics, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
13. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
14. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

**CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

**Bart Borej** — Customer
**8/13/24** — Date
**201 Archer St** — Street Address (Treated Premises)
**Houston** — City | **Texas** — State | **77009** — Zip Code
**(832) 458-9688** — Home Phone | Work Phone
County Name _____ Is this within the City Limits? ☐ Yes ☐ No
**Bart Borej** — Billing Name (if different)
**201 Archer St** — Billing Address (if different)
**Houston** — City | **Texas** — State | **77009** — Zip Code
Type of structure to be treated _____

| | | |
|---|---|---|
| 1. Service Purchased: | | |
| a. Initial Treatment Cost | $ 2,075.00 | |
| b. Initial Monitoring Cost | $ 225.00 | |
| c. Minus Adjustments | ($ ) | |
| d. Additional Annual Monitoring Fees 250 x 4 years | $ 1,000.00 | |
| Subtotal (sum a + b - c + d) | $ | 3,300.00 |
| 2. Other Items: | | |
| a. Sales Taxes | $ 272.25 | |
| b. Other Fees | $ | |
| Subtotal (sum a + b) | $ | 272.25 |
| 3. TOTAL: Price (sum 1 + 2) | $ | 3,572.25 |
| 4. LESS: Down Payment | ($ ) | |
| 5. Unpaid Balance (3 minus 4) | $ | 3,572.25 |

METHOD OF PAYMENT:
☐ FINANCED - See Separate Finance Agreement
☐ CASH
☐ CHECK # _____
☑ PAYMENT OPTION FORM - Unpaid Balance Must Be Financed or Due Upon Completion

**John G Moore II** — Inspector Name (PRINT)
**6969267** — Employee ID # or Certification #
**(346) 203-1688** — Branch Telephone Number
**0** — Business License # and Letter
Branch Manager's Signature
**8/13/24** — Date

**410north Sam Houston parkway** — Branch Street Address
**Houston** — City | **Texas** — State | **77032** — Zip Code
Customer's Signature
Date

AG1099POD (rev 8.22)

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

**OFFICE COPY**

Customer Email: bart.borej@gmail.com

## CONSUMER INFORMATION SHEET

The structural pest control industry is regulated by the Texas Department of Agriculture (TDA), Structural Pest Control Service (SPCS), P.O. Box 12847, Austin, TX 78711-2847. TDA licenses the businesses, certified applicators technicians, and registers apprentices who perform structural pest control work. Certified applicators and technicians must pass a written examination in order to receive their licenses.

Pesticides must be registered with the United States Environmental Protection Agency (EPA) and TDA before they may be used in Texas. EPA registration is not a finding of product safety. Pesticides are designed to kill or control pests. Your risk of harm depends upon the degree of your exposure and your individual susceptibility.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or SDS sheet, which can be supplied to you upon request from the licensed applicator. Take precautions when a treatment has been performed to avoid exposure to vulnerable individuals. Pesticides may be harmful if swallowed, inhaled, or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label be followed.

If you have questions about the application, contact the business or person making the application. If you suspect a violation of the law regarding structural pest control, contact the SPCS. In case of a health emergency, seek immediate medical attention.

Pest Control signs must be posted prior to treatment in many instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information sign will allow you to contact someone who can tell you what pesticide is being used.

If you are contracting for pest control services due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest control company that you do not wish to receive their service.

For general information on pesticides, contact the National Pesticide Information Center 1-800-858-7378

For information concerning structural pest control laws, contact the Structural Pest Control Service at: 866-918-4481.

For information concerning the formulation and registration of pesticides, contact the TDA pesticide registration at (512) 463-7407 or 800-835-5832.

For non-emergency health information relating to pesticides, contact Texas Department of State Health Services (512) 458-7111.

**REQUIRED BY THE TDA STRUCTURAL PEST CONTROL SERVICE**

# NOTICE OF CANCELLATION

Customer Name **Bart Borej** (SAME AS ON AGREEMENT) **8/13/24** (ENTER DATE OF TRANSACTION)

Customer Address **201 Archer St** **Houston** **Texas** **77009**

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 ORKIN, LLC.

AT **410north Sam Houston parkway** **Houston** **Texas** **77032** NOT LATER
Address of Seller's place of business — Orkin Branch Office

THAN MIDNIGHT OF _____
Date — Three Business Days After Date of Transaction

I HEREBY CANCEL THIS TRANSACTION

_____ **Bart Borej** _____
Buyer's Signature Buyer's Name (Print) Date

ORKIN 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 **8/13/24** DATE

OFFICE COPY

# NOTICE OF CANCELLATION

Customer Name **Bart Borej** (SAME AS ON AGREEMENT) **8/13/24** (ENTER DATE OF TRANSACTION)

Customer Address **201 Archer St** **Houston** **Texas** **77009**

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 ORKIN, LLC.

AT **410north Sam Houston parkway** **Houston** **Texas** **77032** NOT LATER
Address of Seller's place of business — Orkin Branch Office

THAN MIDNIGHT OF _____
Date — Three Business Days After Date of Transaction

I HEREBY CANCEL THIS TRANSACTION

_____ **Bart Borej** _____
Buyer's Signature Buyer's Name (Print) Date

ORKIN 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 **8/13/24** DATE

CUSTOMER COPY