

Review Agreement and Sign

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Prepared For
Bill-To Location: 99174
Legend Villa's
Martha Middleton
4725 Bay Point Rd
Panama City Beach, FL 32408
(850) 763-3620

Prepared By
Brock Lawn & Pest Control
Jason English
3005 S. Hwy 77
Lynn Haven, FL 32444
jenglish@brockpest.com
(850) 867-9124

Service Location: #99174 - 4725 Bay Point Rd, Panama City Beach, FL, 32408

Item	Qty	Freq	Initial	Recurring	Total
MPS (MONTHLY PEST SERVICE)	1	12 - Monthly	\$425.00	\$175.00	\$2,350.00

Subtotal **\$2,350.00**
First Year Total **\$2,350.00**

Residential/commercial
Residential

Service Plan Effective From
05/27/2025

Service Plan Effective Through
05/27/2026

Gate Code
na

Payable Terms
Check, Credit Card

Covered Pests
Mice, Nuisance Ants, Roaches, Silverfish,
Other Pests (see next section)

Other Pests Covered
earwigs, rats

Mosquito Control Terms Of Service
na

Cancellation Fee
No cancelation fee.

Structures To Be Treated Include
all 3 buildings

GHP Updated Terms 12-2022

General Pest Control Service Agreement

General Pest Terms and Conditions

This Service Agreement (the "Agreement") between the customer named above ("Customer") and Brock Lawn and Pest Control, Inc., ("Company"), provides for treatment of household pests by Company as defined and under the terms set forth below and for the designated period of time (the "Service Period"). Company has the capability and capacity to provide the pest control services as laid out in this Agreement, and Customer desires to retain Company to provide the said services. Therefore, in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, Company and Customer (together as "Parties," and each a "Party") agree as follows:

1. Excluded Pests. This Agreement does not, under any circumstances, provide for treatment for or control of termites, carpenter ants, fire ants, crazy ants, Argentine ants, Pharaoh ants, and/or other super colony ants, wood destroying beetles, or any other insect or organism not specifically listed in this Agreement.

2. Services Provided. Company shall provide the following services (the "Services"):

- A) Conduct a visible inspection of the premises for evidence of infestation by the Covered Pests, defined below;
- B) Provide treatment for the control of the Covered Pests by means of application of chemical insecticides and rodenticides as determined appropriate by Company in Company's sole discretion. For purposes of this Agreement "control" is defined as the periodic eradication of existing pest infestations within practical limit;
- C) Apply chemicals in accordance with the directions of the manufacturers of the products of U.S. EPA approved labels and the requirements of federal and state laws and regulations;
- D) Unless otherwise noted in writing by Company, treatment shall be provided for only the following pests: mice, nuisance ants, roaches, fleas, silverfish, and earwigs ("Covered Pests").

3. Area Serviced. Company shall apply treatment as it deems appropriate in one of more of the following areas: (1) interior living areas, (2) underneath the structure, (3) in attic areas, and (4) outside the structure including porches, windows, and doorways. Customer agrees to provide access to the structure at the scheduled time of Service. In the event Company is denied access to the interior of the structure, Company shall provide treatment only on and around the exterior of the structure. Customer agrees that such exterior treatment will be sufficient and in compliance with Company's obligations under this Agreement until the next regularly scheduled treatment.

4. Customer's Obligations. In addition to any other obligations under the terms and conditions of this Agreement, Customer shall maintain the premises subject to this Agreement in a condition which does not promote infestations by the pests listed in Section 2. Specifically, Customer agrees to prevent unnecessary accumulations of water, to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to rodents and other pests.

5. Fees. In consideration of the provision of the Services by Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Company's current fee schedule as reflected on the first page of this Agreement ("Fees") and billed to Customer in quarterly invoices. Customer shall pay Company's Fees reflected in the invoices upon Customer receipt. Based upon market conditions, inflation, labor costs, and the cost of chemicals and other supplies, Company reserves the right to increase the Fees assessed for the next quarter without prior notice to Customer. In addition, Company reserves the right to increase the Fees at any time based upon inspection findings and the presence of an infestation of treatable pests.

6. Limited Warranty. The Company shall perform the Services (i) in accordance with the terms and subject to the conditions set out in this Agreement; (ii) using personnel possessing skill, experience, and qualifications; and (iii) in a timely, professional manner in accordance with generally recognized industry standards. Customer's sole and exclusive remedy for a breach of this warranty shall be as follows:

- A) Customer shall provide written notice to Company of any breach of warranty, and Company shall use reasonable commercial efforts to promptly cure any such breach.
- B) If Company cannot cure such breach within thirty (30) days of receipt of written notice of breach by Customer, Customer may, at its option, terminate this Agreement by serving written notice of termination in accordance with Section 9.
- C) In the event the Agreement is terminated due to a breach of warranty, Company shall provide Customer, within thirty (30) days after the effective date of termination, a refund of any Fees paid by Customer less a deduction equal to the Fees for Services rendered up to and including the date of termination on a prorated basis. This remedy shall not be available unless Customer provides written notice of any breach within thirty (30) days after acceptance of Services by Customer.

COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. Limitation of Liability. IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES, AGENTS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES, OR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THIS AGREEMENT.

8. Term and Renewal.

A) This Agreement shall commence as of the Service Plan Effective Date (found on page 1 of this Agreement) and shall continue thereafter for one year (the "Initial Term"), unless sooner terminated under the provisions of this Section, Section 6 (Limited Warranty), Section 9 (Cancellation), or Section 10 (Non-Payment).

B) This Agreement shall automatically renew after the expiration of the Initial Term for an additional yearly term, and shall continue to renew on a yearly basis, unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees payable hereunder by Customer during the applicable Renewal Term as set forth in Section 5. If either Party provides timely written notice of non-renewal of this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

9. Cancellation or Termination of Agreement.

A) **With Cause.** In the event of a material breach of the terms and conditions of this Agreement, a Party may terminate this Agreement upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party fails to cure the breach within thirty (30) days after receipt of written notice of such breach, or such breach is incapable of cure. Notwithstanding anything to the contrary in this Section, Company may terminate this Agreement before the expiration of the Term, effective immediately, if Customer fails to pay any amount due hereunder and such failure continues for thirty (30) days after the date of an invoice as provided in Section 10 of this Agreement.

B) **Without Cause.** Either Party may cancel this Agreement for any reason after providing thirty (30) days written notice to the other Party of intent to cancel. Cancellation by Customer under this provision may subject them to a cancellation fee as specified in Section 11.

10. Non-Payment. Customer will pay Company's invoices upon Customer receipt. Company shall suspend Services and may terminate this Agreement if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any Fees due to Company, Company shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Company. In addition, any Fees remaining unpaid after thirty (30) days of the date of the invoice will bear interest at a rate of 1.5% per month, 18% annually, until the date the Fees are paid. This Agreement and any extension of its term will be effective only upon payment of the charges as provided here.

11. Cancellation Fee. Except as otherwise provided in this Agreement, either Party may cancel this Agreement for any reason after providing thirty (30) days written notice to the other Party of intent to cancel. Cancellation by Customer under this Section at any time prior to the expiration of the Term may subject the Customer to a cancellation fee in the amount of the remaining balance of the Contract.

12. Entire Agreement. This Agreement, together with any referenced attachments, constitutes the sole and entire agreement between the Parties and no other representation or statements, whether oral or written, will be binding upon the Parties.

13. Binding Arbitration. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or any breach or termination of this Agreement, including but not limited to the Services provided by Company, the interpretation of the terms and conditions of this Agreement, any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, with the sole exception of claims arising from non-payment by Customer, the Parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the Revised Florida Arbitration Code. The Parties acknowledge that they desire to arbitrate any above-mentioned disputes arising from this Agreement if an effort to resolve such dispute quickly and avoid the costs of litigation. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Each Party shall be responsible for paying any attorney's fees, expert witnesses' fees, and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator.

14. Chemical Sensitivity. If Customer or other occupants of any structure or adjacent buildings on the premises believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other health care provider regarding such sensitivity, Customer must notify Company in writing, in advance of treatment of the premises. Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against Company in connection with such sensitivity. In the event that a third party occupying the premises has a chemical sensitivity as described above, and Customer fails to notify Company of such sensitivity, Customer agrees to indemnify, hold harmless, and defend Company, its principals, agents, employees, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Company arising out of any claim or action brought by the third-party occupant.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a

"Notice," and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its mailing address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section), or at the email address set forth below. By providing an email address, Customer acknowledges that notice through email is sufficient under this Agreement. If Notices are sent to the mailing address of the receiving Party, such Notice must be certified or registered mail (in each case, return receipt requested, postage prepaid).

Notice to Customer: As outlined in page 1 of this Agreement.

Notice to Company:

Brock Pest Control
c/o Billing Dept.
3005 S. Hwy. 77
Lynn Haven, Florida 32444
info@brockpest.com

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable under any applicable laws, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provision is severable.

17. Amendment. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment or modification to this Agreement and signed by each Party.

18. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 19 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Customer's consent.

20. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

21. Relationship of the Parties. The relationship of Customer and Company is that of an independent contractor. The details of the method and manner for performance of the Services by Company shall be under its own control, Customer being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT BY AGREEING TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT TO BINDING ARBITRATION PER SECTION 13 OF THIS AGREEMENT, EXCEPT DISPUTES RELATED TO THE COLLECTION OF FEES FROM CUSTOMER, THEY ARE EFFECTIVELY WAIVING THEIR RIGHT TO TRIAL BY JURY AS A MEANS OF RESOLVING DISPUTES. FURTHER, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION TAKEN PURSUANT TO SECTION 10 TO COLLECT FEES FROM CUSTOMER.

23. Governing Law, Jurisdiction, and Venue. This Agreement, all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction other than those of the State of Florida to apply. Any action or proceeding by Company to enforce the payment provisions of this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Bay. The Customer hereby irrevocably submits to the jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any collections action or proceeding in such venue.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

25. Headings. The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

26. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) hurricane, flood, fire, earthquake, and other natural disasters; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency, including, but not limited to, epidemics, pandemics or quarantines; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other events or circumstances beyond the control of the Impacted Party.

The Impacted Party shall give notice within ten business (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, either Party may thereafter terminate this Agreement upon five (5) business days' written notice.

27. Execution of Contract. By executing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions, and exclusions contained on the front and back of this Agreement that affects Company's obligations to inspect and treat the designated areas of the premises. Customer specifically understands that Company and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written or otherwise.

General Pest Signing Terms

By signing this Agreement, I, the Customer, certify that I have read and fully understand the provisions of this Agreement with all its terms and conditions without limitations, and it being specifically understood that Brock Lawn and Pest Control, Inc. and the undersigned are bound only by the terms of this Agreement and not by any other representation(s) oral or otherwise. Furthermore, by signing this Agreement, I, the Customer, certify that I agree to submit any disputes arising out of this Agreement to binding arbitration per Section 13 of this Agreement.

The Customer may cancel this Agreement at any point prior to midnight of the third (3) business day after execution of this Agreement.

Note: GHP disclaimer:

Please note all sales made over the phone are contingent upon a technician inspection made at the time of the initial service. The technician may decline the job or may increase the price if the conditions are more complex than stated over the phone. German roaches and sanitation issues or discrepancies with square footage of the home may increase the pricing of the agreement. The technician will NOT start any work without the homeowner's approval of the additional charges.

Notes

This would include 12 rodent stations around the 3 buildings checked monthly and a monthly perimeter treatment of the 3 buildings. German roach, bed bugs and fleas would be treated and charged on a case by case basis. No cancellation fee.

Approved By

Graham Clarke

Martha Middleton

9/24/2025

Date

Approved By

Jason English

Jason English

Brock Lawn & Pest Control

JE228204

5/27/2025

Date

