



MEMPHIS
4114 WILLOW LAKE BLVD
MEMPHIS, TN 38118-7046
9017218174

Contract #: 52145-111821191023-3004
Inspection Date: 11/18/2021
Inspector: BLACKWELDER, LORIE M.

Homeowner Name: HOBBITS OWNERS
Address: 1722 FIDDLERS ELBOW CLUB HOUSE
City State: GERMANTOWN, TN, 38138-2468
Zip:
Home Phone: 9014842269
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>350</u>	Built Pre 1985:	<input checked="" 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:	<u></u>
Square Footage:	<u>4977</u>	Lot Size:	<u></u>	# of Gas Meters:	<u></u>
Cubic Feet:	<u></u>	Eave Height:	<u></u>	Peak Height:	<u></u>

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



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump: ☐ A/C - Heat Ducts in or Below Slab: ☐
Plenum A/C - Heat System: ☐ Radiant Heat: ☐

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐ Live Subterranean Termites Found? ☐
Damage Found? ☐ Obvious Signs Of Leaks? ☐
Musky Odors? ☐ Bath Traps Installed Where Applicable? ☐
Wall Separation/Cracks? ☐ Sagging Or Bouncing Floors? ☐

ATTIC

Number Of Attics: _____ Attic Access Location: _____
Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐
Adequate Ventilation? Adequate Insulation R-Value? Obvious Signs Of Leaks?
Attic Vents Screened? Asbestos Present?

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: _____
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

0 Date: 11/18/2021

TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:

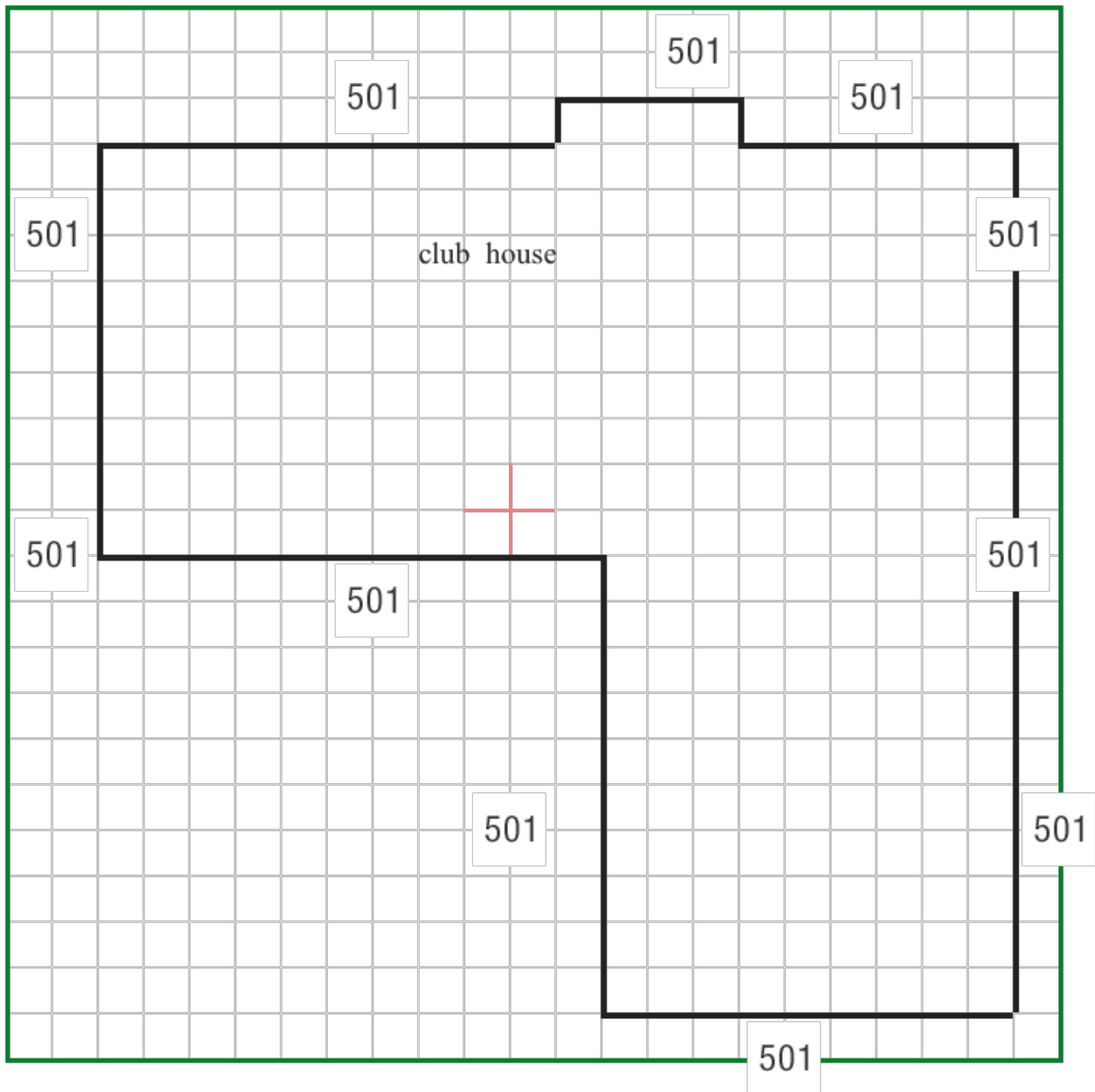


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Scale 1:

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.



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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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ADVANCED TERMITE PROTECTION PLAN

Monthly Protection Plan

☒ Preventative Bait ☐ Curative Bait

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM AND FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION WITHIN THE LIMITS STATED IN THIS CONTRACT. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.			
PROTECTION AGAINST SUBTERRANEAN TERMITES: THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) (COLLECTIVELY “SUBTERRANEAN TERMITES”) INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION SUCH AS DRYWOOD TERMITES (INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. ADDITIONAL TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF AN ADDITIONAL 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.			

Purchaser	HOBBITS OWNERS	Home Phone	9014842269	Work Phone	
Purchaser Mailing Address	, ,				
Property Address	1722 FIDDLERS ELBOW CLUB HOUSE, GERMANTOWN,TN 38138-2468				
Description of Structure(s) Covered	Garage/Carport,House	Email	GLENDAWADE424@YAHOO.COM		

SERVICE / PAYMENT TERMS		
Payments for Initial Term (First 12 Months)	\$	1308.00
TOTAL INITIAL INVESTMENT*	\$	1308.00
PAYMENTS FOR SUBSEQUENT TERMS (month 12 onward)	\$	34.00

*Excludes tax (if applicable)

CANCELLATION NOTICE: In the event Customer discontinues Services for any reason prior to completion of the Initial Term, there will be an Early Termination Fee assessed equal to the amount of the unpaid balance of the Initial Term’s fees.

TERMITICIDE(S) APPLIED	BAIT STATIONS
<input type="checkbox"/> Trelona ATBS Annual Bait Stations EPA Registration # 499-557	Initial # of Bait Stations to be installed: 24
<input type="checkbox"/> Other: _____	Bait Station Type: _____

TERMITICIDE(S) APPLIED

<input type="checkbox"/> Termidor HE EPA Registration #7969-329	<input type="checkbox"/> Other: _____
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For All Residents:

- As required, 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 6–Inspection Graph of the Terms and Conditions on page 2 of this Agreement, which is a part of this Agreement and is incorporated by reference herein.

For California Residents:

- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Pro f. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
- Purchaser will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.

For Georgia Residents:

- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

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.

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 accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 25 and 26 of the Terms and Conditions on page 2 of this Agreement:

Purchaser Name:	HOBBITS OWNERS	Purchaser (Signature):		Date:	
Representative Name:	BLACKWELDER, LORIE M.	Representative (Signature):		Date:	
Terminix Branch Phone:	9017218174	Terminix Branch Charter No.:			
Terminix Branch Address:	4114 WILLOW LAKE BLVD, MEMPHIS, TN 38118-7046				

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. CALIFORNIA-ONLY CONSUMER INFORMATION:

- (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
- (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Subterranean Termite Baiting System (hereinafter the "Agreement"), Purchaser and Terminix agree that: a) Terminix shall provide the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Purchaser shall pay Terminix the Fees stated on the face of this Agreement in exchange for the Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Following completion of the Initial Term, this Agreement shall automatically renew on a month to month basis unless earlier terminated in accordance with this Agreement.
4. **EARLY TERMINATION FEE.** If the Customer cancels this Agreement or discontinues Services for any reason prior to completion of the Initial Term, Terminix reserves the right to assess an Early Termination Fee. In view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties, the Early Termination Fee assessed will be equal to the amount of the unpaid balance of the Initial Term's fees at the time of Customer's termination of the selected plan.
5. **FEES.** Purchaser shall pay the fees for Baiting System Installation and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Purchaser.
6. **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 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 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.
7. **PROTECTION PLAN SERVICES.** Terminix will perform the following termite protection services during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services"): (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) Conduct an inspection of the Structures identified on the Inspection Graph for termite activity on an annual basis or at any time upon the request of Purchaser; and (c) Inspect and service the installed Baiting System, including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies in compliance with the Bait System Label and applicable federal and state laws and regulations.
8. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING 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 BAITING 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.
9. **DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Subterranean Termite damage to the Structures and/or their contents occurs subsequent to the Installation Date during the Initial Term or any Renewal Term (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Installation Date, whether or not live termites are present. Damage discovered after the Installation Date with no verified live and active infestation present shall be deemed to have been caused before the Installation Date. Because damage may be present in areas that are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES.
10. **NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
11. **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.
12. **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.
13. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined above), 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.
14. **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. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND/OR TO ARRANGE FOR AND PAY THE COSTS OF LABOR AND MATERIALS OF A CONTRACTOR TO REPAIR ANY COVERED DAMAGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OF COVERED DAMAGE UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF COVERED DAMAGE AUTOMATICALLY WITHOUT FURTHER NOTICE. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

15. **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.
16. **INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new contract may not provide any damage repair commitment.
17. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (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 Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
18. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
19. **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.
20. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) any and all damage resulting from 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.
21. **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 Annual Renewal Term Fee or terminate this Agreement.
22. **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.
23. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
24. **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.
25. **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 or 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."

26. **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.
27. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 25 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.
28. **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.



Contract #: 52145-111821191023-3004

Premium Pest and Termite Protection Plan

☒ Preventative Bait ☐ Curative Bait

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM AND FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION WITHIN THE LIMITS STATED IN THIS CONTRACT. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION. THIS AGREEMENT ALSO PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS.

PROTECTION AGAINST SUBTERRANEAN TERMITES: THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) (COLLECTIVELY “SUBTERRANEAN TERMITES”) INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION SUCH AS DRYWOOD TERMITES (INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. ADDITIONAL TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF AN ADDITIONAL 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.

Purchaser (print name)	HOBBITS OWNERS	Home Phone	9014842269	Work Phone	
Purchaser Mailing Address	, ,				
Property Address	1722 FIDDLERS ELBOW CLUB HOUSE, GERMANTOWN,TN 38138-2468				
Description of Structure(s) Covered	Garage/Carport,House			Email	GLENDAWADE424@YAHOO.COM

SERVICE / PAYMENT TERMS		
PAYMENT FOR INITIAL TERM (FIRST 12 MONTHS) *.....	\$	1475.00
TOTAL INITIAL INVESTMENT*.....	\$	1475.00
ANNUAL RENEWAL CHARGE*	\$	855.00
*Excludes tax (if applicable)		
CANCELLATION NOTICE: In the event Customer discontinues Services for any reason prior to completion of the Initial Term, there will be an Early Termination Fee assessed equal to the amount of the unpaid balance of the Initial Term’s fees.		

PEST CONTROL SERVICES
Service Frequency: Quarterly (Initial Treatment Plus Three (3) Quarterly Treatments)
Standard Pests Covered: cockroaches, mice, rats, silverfish, “house” ants (other than Premium Pest ants listed below), clothes moths, non-poisonous spiders, scorpions, centipedes, millipedes, earwigs, house crickets and paper wasps
Premium Pests (Subject to Additional Charges): (select)
<input type="checkbox"/> Fleas <input type="checkbox"/> Ticks <input type="checkbox"/> Carpenter Ants <input type="checkbox"/> Fire Ants <input type="checkbox"/> Pharaoh Ants <input type="checkbox"/> Tawny Crazy Ants <input type="checkbox"/> Black Widow Spiders <input type="checkbox"/> Brown Recluse Spiders
<input type="checkbox"/> Bees (Yellow Jackets, Hornets, Wasps)

TERMITICIDE(S) APPLIED	BAIT STATIONS
<input type="checkbox"/> Trelona ATBS Annual Bait Stations EPA Registration # 499-557	Initial # of Bait Stations to be installed: 24
<input type="checkbox"/> Other: _____	Bait Station Type: _____

TERMITICIDE (S) APPLIED
<input type="checkbox"/> Termidor HE EPA Registration #7969-329
<input type="checkbox"/> Other: _____

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 5–Inspection Graph of the Terms and Conditions of this Agreement, which is a part of this Agreement and is incorporated by reference herein.
Purchaser accepts and agrees to the Terms and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 26 and 27 of the Terms and Conditions of this Agreement:

Purchaser Name:	HOBBITS OWNERS	Purchaser (Signature):		Date:	
Representative Name:	BLACKWELDER, LORIE M.	Representative (Signature):		Date:	
Terminix Branch Phone:	9017218174	Terminix Branch Charter No.:			
Terminix Branch Address:	4114 WILLOW LAKE BLVD, MEMPHIS, TN 38118-7046				

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

THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.

1. **STATE-SPECIFIC DISCLOSURES:**

- a) FOR TEXAS RESIDENTS: Licensed and regulated by Texas Department of Agriculture, Structural Pest Control of Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.
- b) FOR CALIFORNIA RESIDENTS:
 - I. Terminix shall conduct a full inspection of the Structures for wood destroying pests and organism s and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
 - II. NOTICE OF WORK COMPLETED AND NOT COMPLETED. Within ten (10) business days of the date of the completion of the installation of the Baiting System, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
 - III. Terminix shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.
- c) FOR GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- d) For Florida residents: Treatment sticker will be placed on the electrical box upon job completion.

2. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation o f the Baiting System (the "Installation Date") and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Following completion of the Initial Term, this Agreement shall automatically renew on a month to month basis unless earlier terminated in accordance with this Agreement.

3. **FEES.** Purchaser shall pay the Initial Term Annual Fee as set forth on page 1 of this Agreement for each mo nth in the Initial Term. If the Agreement is renewed for any Renewal Term, Purchaser shall pay the Renewal Term Annual Fee set forth on page 1 of this Agreement for such Renewal Term. If Purchaser selects the monthly billing option, the Annual Fee for the Initial Term or any Renewal Term shall be billed to Purchaser in twelve (12) equal monthly installments.

4. **EARLY TERMINATION FEE.** If the Customer cancels this Agreement or discontinues Services for any reason prior to c ompletion of the Initial Term, Terminix reserves the right to assess an Early Termination Fee. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties, the Early Termination Fee assessed will be equal to the amount of the unpaid balance of the Initial Term's fees at the time of Customer's termination of the selected plan.

5. **INSPECTION GRAPH.** This Inspection Graph prepared by Terminix and provided to Purchaser is a record o f 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 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 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.

6. **SUBTERRANEAN TERMITE PROTECTION PLAN SERVICES.** Terminix will perform the following termite pr otection services during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services"): (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; and (b) On an annual basis, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.

7. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP., HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING 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.

8. **DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Subterranean Termite damage to the Structures and/or its conten t s occurs subsequent to the Installation Date during the Initial Term or any Renewal Term (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Installation Date, whether or not live termites are present. Damage discovered after the Installation Date with no verified live and active infestation present shall be deemed to have been caused before the Installation Date. Because damage may be present in areas that are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES.

9. **NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Covered Damage must be ma de in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.

10. **OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the component s of the Baiting System ("Components") may be, and may remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: i) so notify Purchaser, ii) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and iii) retrieve the Components from Purchaser's premises.

11. **PEST CONTROL SERVICE PLAN.** Terminix shall control for and mitigate against infestations of Standard Pests set forth on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. For an additional charge, Terminix shall control for and mitigate against infestations of Premium Pests designated by Purchaser on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.

- a. INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS. On the initial service visit, Terminix will apply pest icides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "INI Treatment"). Subsequent to the Initial Treatment, Terminix will apply pesticides only to the exterior perimeter of the structures on the premises once each calendar quarterly period during the Initial Term and any Renewal Term. Terminix may utilize other pest control methods including use of trapping devices as determined by Terminix in its sole discretion.
- b. EXCLUDED PESTS. Terminix shall have no obligation to control for or mitigate against the following pes ts: Termites, wood- boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified as a Standard Pest or Premium Pest, unless otherwise agreed to in writing by Terminix.
- c. INTERIM SERVICE VISITS. Subject to the limitations in Section 13-Purchaser Cooperation, Terminix shall , upon the request of Purchaser and at no additional costs to Purchaser, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests which occur between the regularly scheduled quarterly service visits.

12. **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.

13. **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.

14. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined above), 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.

15. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLA I MS 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. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND/OR TO ARRANGE FOR AND PAY THE COSTS OF LABOR AND MATERIALS OF A CONTRACTOR TO REPAIR ANY COVERED DAMAGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OF COVERED DAMAGE UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF COVERED DAMAGE AUTOMATICALLY WITHOUT FURTHER NOTICE. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN. WITH RESPECT TO PEST CONTROL SERVICES, THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS, AND THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT,

16. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Str uctures 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.

17. **INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (A) As termites feed on the bai t in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (B) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait, and subsequent monitoring for continuous protection from new Subterranean Termite activity; (C) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (D) Additional services such as spot applications of conventional termiticides are available for an additional fee to combat termite activity on a localized basis if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (E) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may in its sole discretion propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new contract may not provide any damage repair commitment.

18. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspect ion Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alteration. 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 Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.

19. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the Ownership Transfer Fee or revised Annual Fee, this Agreement will terminate automatically as of the date of the change of ownership.

20. **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.

21. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage re sulting 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.

22. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a cha nge in existing law as it pertains to the services herein, Terminix reserves the right to revise the annual service charge or terminate this Agreement.

23. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to termin ate 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.

24. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by addi ng, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

25. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining t erms and conditions of this Agreement shall remain in full force and effect.

26. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwis e ("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 ("AA AA"), under the AAA Commercial or 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."

27. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or cl ass 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.

28. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 27 of this Agreement which is governe d 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.

29. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement betwee n 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.

30. **NOTICE TO CALIFORNIA CONSUMERS.** In order to establish an account and provide you with service, we may c ollect 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
Initial Term	TERMITE BAIT PREVENTATIVE MONTHLY BILL		\$1308.00	\$0.00	\$0.00	\$1308.00
Initial Term	PREMIUM PEST AND TERMITE PLAN PREVENTATIVE		\$1475.00	\$0.00	\$0.00	\$1475.00
Grand Total:						\$2783

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.

\$

Authorization

Purchaser Name: HOBBITS OWNERS Purchaser (Signature): _____ Date: _____

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: HOBBITS OWNERS Purchaser (Signature): _____ Date: _____

SMAC Authorization



Purchaser Name: HOBBITS OWNERS **Purchaser (Signature):** _____ **Date:** _____



MEMPHIS
4114 WILLOW LAKE BLVD
MEMPHIS, TN 38118-7046
9017218174

Contract #: 52145-111821191023-3004

Inspection Date: 11/18/2021

Inspector: BLACKWELDER, LORIE M.

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- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

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