



600 OHIO AVENUE  
LYNN HAVEN, FL 32444

28 BEAL PARKWAY SW  
FORT WALTON BEACH, FL 32548

1-833-BROCKPEST OR 1-800-617-1497

## GENERAL PEST CONTROL SERVICE AGREEMENT

DATE: 6-14-19 ACCOUNT NO: 2128829  
CUSTOMER: Cypress Breeze Plantation  
CUSTOMER'S ADDRESS: Santa Rosa Beach  
WORK PHONE: 850-267-8458 HOME PHONE: \_\_\_\_\_  
TREATMENT ADDRESS: \_\_\_\_\_  
STRUCTURE(S) TREATED: Pool House, Pool Deck, Bathrooms, equipment rooms.  
EMAIL ADDRESS: \_\_\_\_\_

### GENERAL TERMS AND CONDITIONS

This contract 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 for a period of 1 year. This Contract is renewable after the expiration of the original period for an equal period unless either party provides written notice of non-renewal thirty days prior to the expiration of the contract period. Either party may cancel this Contract at any time on thirty days written notice to the other party. However, a \$ 75.00 cancellation fee will be charged for cancellations prior to the anniversary date of the contract period.

Company will provide the pest control services described below (quarterly) (monthly) in exchange for payment by customer of \$ \_\_\_\_\_ for an initial intensive treatment and \$ 75.00 (quarterly) (monthly) (other) follow up treatments in exchange for payments by customer of \$ \_\_\_\_\_.

1. **Covered and Excluded Pests.** Company will provide services for control of the following pest(s) ☐ rats, ☐ mice, ☐ ants, ☐ roaches, ☐ fleas, ☐ silverfish and/or other spiders, nesting wasps within reach, eaves.

This Contract does not, under any circumstances, provide for treatment for or control of termites, carpenter ants, fire ants, wood destroying beetles or any other insect or organism not specifically listed in this Contract.

2. **Services Provided.** Company will conduct a visible inspection of the premises for evidence of infestation by the pests listed above and will provide treatment for the control of the listed pests by means of application of chemical insecticides and rodenticides as determined appropriate by Company. Company will 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. For purposes of this Contract "control" is defined as the periodic eradication of existing pest infestations within practical limits.

3. **Area Served.** Company will apply treatment as it deems appropriate in one or 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 will 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 Contract until the next regularly scheduled treatment.

Company Rep. BH Customer's Initials KCNC for Cypress Breeze Plantation

4. **Customer's Obligations.** Customer agrees to maintain the premises subject to this contract in a condition which does not promote infestations by the pests listed above. 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. **Limits of Liability.** Although the company will exercise reasonable care in performing services under this Contract, the Company will not be liable for injuries or damage to persons, property, birds, animals or vegetation except those damages resulting from gross negligence by the Company. Further, under no circumstances will the Company be responsible for injury or illness caused by bites, stings or contamination by insects, spiders, or rodents.

6. **Disclaimer.** Company's liability under this Contract will terminate if Company is prevented from fulfilling its responsibilities under this Contract by circumstances or causes beyond Company's control. Company disclaims any liability for special, incidental or consequential damages.

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions of this contract, 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 Contract and not by any other representation(s) oral or otherwise. Furthermore, by signing this Contract, I, the Customer, certify that I agree to submit any disputes arising out of this Contract to binding arbitration per paragraph nine (9) above. The Customer may cancel this Contract at any time prior to midnight of the third (3rd) business day after execution of this Contract.

Date 7/11/19 Customer Auremy Hasken for Cypress Breeze Plantation  
Date 6-14-19 By Kory Huron Homeowners Association, Inc.  
Brock Lawn and Pest Control, Inc., Representative

age. COMPANY MAKES NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The use of the word "will" in connection with an action by Company or Customer expresses a contractual obligation to perform such action and does not constitute a warranty by either party regarding the performance of such action.

7. **Non-payment.** Customer will pay Company's invoices upon receipt. Company may terminate this Contract if payment is not received within (30) days of the date of invoice. In the event legal action is necessary to collect any amount due 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, interest at the rate of 1.5% per month, 18% annually, will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.

8. **Entire Contract.** This Contract, together with any attachment(s) if any, signed by Company and Customer constitutes the entire Contract between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.

9. **Binding Arbitration.** In the event of a dispute between Company and/or its employees and Customer arising out of or relating to this Contract, or to the identified property in any way, whether by virtue of contract tort, or otherwise, including but not limited to the interpretation of the terms and conditions of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this agreement if an effort to resolve such dispute(s) quickly and avoid the costs of litigation. Judgment upon such arbitration award may be entered in any court having jurisdiction. Each party shall be responsible for paying any attorneys' fees, expert witness' 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, and the award shall assess the arbitrator's fee and expenses accordingly.

10. **Chemical Sensitivity.** If Customer or other occupants of the structure(s), or adjacent buildings 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 structure(s). 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.