



Definition: "Wood Destroying Organisms" – For the purposes of this Agreement, "Wood Destroying Organisms" is expressly limited to include Subterranean termites (excluding Formosan and Drywood termites) only. It does not include powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, other woodboring insects or any other type organism except Subterranean termites.

Guarantee issued to: Rainbow Manor Wedding Chapel
Location of Building treated: Address: 730 Ramsey Road
City: Rainbow City State: AL Zip: 35906
Account Number: GTJ-1003-01 Date: 10-10-03

I. RENEWABLE PROTECTION

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon Colony Elimination System.
2. The Customer reserves the right to cancel this Guarantee at any time. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
 - a. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
 - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
 - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
 - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
 - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph.

II. DAMAGE REPLACEMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure[s] according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. Cook's will repair, under its supervision, any new damage caused by native Subterranean Termites provided:
 - a. The damage is established to have occurred more than six (6) months after the initial installation of the Sentricon System. (This 6-month waiting period shall not apply to the following: (1) a Cook's customer who has a current damage replacement guarantee on the structure; or (2) the purchaser of a structure that was protected by a Cook's damage replacement guarantee for at least six (6) months at the time of the closing, provided the purchaser enters into this agreement within 90 days of the closing date)
 - b. Cook's finds the damaged area infested with live native Subterranean Termites (excludes Formosan Termites).
 - c. Customer has fulfilled their obligations as specified in the Agreement and Guarantee.
3. This repair Guarantee applies to the interior and exterior of the building except where:
 - a. Wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish System (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean Termites, or which may permit hidden access to the structure, is less than six [6] inches above ground level.
 - b. A moisture problem exists which permits termites to survive without returning to the soil.

III. CUSTOMER OBLIGATION

1. Customer agrees to maintain the treated structure free of any moisture condition that permits termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean Termites, or which may permit hidden access to the structure, must be kept and maintained at least six [6] inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions are made, or if the Guarantee is to be terminated for any other reason. Additional Sentricon stations and charges will be required for the Guarantee to remain in effect.
3. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
4. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing.

IV. CUSTOMER UNDERSTANDS AND AGREES

1. The treatment being provided is for native Subterranean Termites and does not include protection for Formosan Termites, Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in the "Exceptions to Termite Control Treating Specifications" form [GA customers: "Form II letter"] which prohibited a full, initial minimum treatment of the subject property.
4. All components of the Sentricon System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant the Agreement.
5. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System, they shall notify the Customer and offer one of the following: a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or b. If the Customer or Cook's elects to