

**THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN, FORMOSAN OR OTHER TERMITES.**

**Goodrow Inc**  
 d/b/a Orkin, an independent franchise of Orkin Systems, Inc.



**Orkin Pest Control**  
**Residential Single Family Dwelling**  
**ALABAMA SUBTERRANEAN AND FORMOSAN TERMITE PROGRAM**  
**DIRECTED LIQUID + BAIT RETREAT SERVICE AGREEMENT**

GRID # \_\_\_\_\_

**THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.**

- ORKIN LIMITED RETREATMENT SERVICE ("Service") (Y1):**
  - Orkin shall treat Customer's structure for Subterranean and Formosan termites using the treatment specified in the Treatment Report. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Subterranean or Formosan termite infestation, Orkin will retreat that area. This Service does not cover any damage to the structure or its contents.
  - IMPORTANT:** Service includes liquid treatment to critical and infested areas as specified by Orkin, plus Bait System installation and monitoring as specified by Orkin. If during the effective period of this Agreement, Orkin, for whatever reason, changes the type of bait being used or ceases to offer a bait program in this area, an appropriate alternative treatment method will be determined by and performed by Orkin at no charge to the Customer. The bait stations and all components are not owned by the Customer and may be removed by Orkin at its discretion, at any time, for replacement with an alternative treatment method, upon the termination of this Agreement or if Orkin ceases to offer a bait program in this area. The Service coverage of this Agreement will remain in effect through any pre-paid period of coverage. Thereafter, Orkin will provide a Service identical to the Service set forth in this Agreement for a renewal fee not to exceed the Annual Monitoring Fee as set by this Agreement.
  - This Service shall expire one (1) year from the date of initial treatment; however, for the first ten (10) years, the Customer has the exclusive right to renew the Service by timely payment of the annual renewal. At the end of that ten-year period, the Service may be renewed annually with the mutual consent of both parties, and, thereafter, either party may terminate the Service only at the end of a service year.
  - Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
  - Customer acknowledges that to control Formosan termites it may be necessary to have walls, ceilings, and other parts of the structure dismantled in order to locate and destroy colony nests (cartons). Customer agrees to cooperate fully with Orkin and to pay the cost of any dismantling of walls, ceilings, and other parts of the structure necessary to remove cartons prior to Orkin's retreatment, and to pay the cost for any necessary subsequent reconstruction. If, in Orkin's judgment, an infestation of Formosan termites requires fumigation of the structure, Customer understands and agrees that Customer is responsible for the cost of fumigation. If Customer fails to have the structure fumigated by Orkin to control an infestation of Formosan termites, Orkin may, at its sole option, cancel the limited Service. Customer further understands that an infestation of Formosan termites may require an increase in the monitoring fee.
  - The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conductive Conditions," see paragraph 9 for explanation). The Customer agrees to be solely responsible for identifying and correcting Conductive Conditions. This responsibility rests exclusively with the Customer, not with Orkin. In addition, the existence of any Conductive Condition, that was not timely corrected, including any Conductive Condition existing, but not visible at the time of the execution of this Agreement, will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required as a result of the Conductive Condition.
  - Prior to making any structural modification or alteration or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin, at its option, may terminate the Agreement.
  - Customer agrees not to remove, tamper with, or cover the bait stations.
  - Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.
- OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an Infestation of Wood Destroying Fungus, Formosan Termites, Drywood Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.
- A. PAYMENTS:** The initial payment covers the installation of the bait stations and the first year's monitoring service, and is due at the time the initial treatment is performed. After the first year, the Monitoring Fee will be assessed on an annual or quarterly basis. As long as Customer keeps the Monitoring Fee current, Orkin will monitor Customer's structure and maintain the Service under this Agreement.
- B. MONITORING FEE PRICE PROTECTION:** In order to maintain this Agreement and the Service, Customer shall pay a Monitoring Fee. The Annual Monitoring Fee for year two (2) of the Agreement will be \$ 348.00, plus tax where applicable, but may be paid, at Customer's option, in quarterly payments of \$ 87.00, plus tax where applicable. Thereafter, for the Service period, Orkin shall have the right to increase the Annual Monitoring Fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Monitoring Fee in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
- MEDIATION/ARBITRATION:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS SHALL BE CONDUCTED BY AAA, IF ADMINISTERED UNDER THE AAA RULES. A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT BE A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY SHALL HAVE THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPELLING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7878, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.
- LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of Subterranean or Formosan termites or Subterranean or Formosan termite damage, or for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of Subterranean or Formosan termites or Subterranean or Formosan termite damage. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claims for property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed. Nothing in this Agreement shall be construed as depriving the Customer of remedies available under applicable state consumer protection laws.
- LIMITED ASSIGNABILITY:** This Agreement is assignable as a retreat only Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.
- REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal.
- CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- CONDUCTIVE CONDITIONS:** Conductive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
- ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 4, MEDIATION/ARBITRATION, if the sentence providing the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 4 shall be deemed to be deleted from this Agreement.
- APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
- FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fire, floods, or because of a material change in circumstances including, but not limited to, acts of war, inaccessibility of the property, strikes, unavailability of pesticide, baits or other supplies from ordinary sources.
- TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
- MONEY BACK GUARANTEE:** ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.
- Chemical to be used: **Termador**

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

**Scott Murry** 4/8/19  
 Customer Date  
**5265 Turtle Key**  
 Street Address (Treated Premises)  
**Orange Beach Alabama 36561**  
 City State Zip Code  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 County Name **Baldwin** Is this within the City Limits?  Yes  No  
 Billing Name (if different) \_\_\_\_\_  
 Billing Address (if different) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Type of structure to be treated **Wood piling/slab**

<b>1. Service Purchased:</b>	
a. Initial Treatment and Monitoring Cost .....	\$ 2795.00
b. Minus Adjustments .....	(\$ 100.00)
c. Additional Annual Monitoring Fees <u>25</u> x <u>4</u> years..	\$ 100.00
Subtotal (sum a - b + c) .....	\$ 2795.00
<b>2. Other Items:</b>	
a. Sales Taxes .....	\$ _____
b. Other Fees .....	\$ _____
Subtotal (sum a + b) .....	\$ 0
<b>3. TOTAL: Price (sum 1 + 2) .....</b>	<b>\$ 2795.00</b>
<b>4. LESS: Down Payment .....</b>	<b>(\$ 2795.00)</b>
<b>5. Unpaid Balance (3 minus 4) .....</b>	<b>0.00</b>

METHOD OF PAYMENT:  FINANCED - See Separate Finance Agreement  
 CASH  
 CHECK # \_\_\_\_\_  
 COMPLETE EASY PAYMENT FORM - Unpaid Balance Must Be Financed or Due Upon Completion

**Scott Franklin** 90896629  
 Inspector Name (PRINT) Employee ID # or Certification #  
 (251) 548-8723  
 Branch Telephone Number  
 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER  
 4/8/19  
 Branch Manager's Signature Date

**1764 W. I-65 Service Rd. S.**  
 Branch Street Address  
**Mobile AL 36693**  
 City State Zip Code  
 4/8/19  
 Customer's Signature Date  
 Customer Email: \_\_\_\_\_