

**MONITORING SERVICE AGREEMENT FOR SUBTERRANEAN TERMITES
(DOES NOT MONITOR ANY AERIAL INFESTATIONS OF SUBTERRANEAN TERMITES OR DRYWOOD TERMITES)**

DATE: _____ ACCOUNT NO.: _____
CUSTOMER: _____
CUSTOMER'S ADDRESS: _____
WORK PHONE: _____ HOME PHONE: _____
STRUCTURE(S) MONITORED: _____

For the sum of \$ _____ COMPANY will install, monitor and maintain the MONITORING system for a period of one (1) year and is effective ____/____/____ through ____/____/____. This contract may be renewed annually after the first anniversary of the initial term herein as specified in Paragraph 6 for an annual renewal fee of \$ _____. The annual renewal fee may be adjusted by COMPANY on any anniversary of the term hereof.

PAYMENT TERMS: The annual Contract fee shall be payable as follows: _____.

COMPANY AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Services.** COMPANY will, in compliance with all applicable federal, state, and local laws:
 - a) Install Termite Trigger stations (the "Station") in the soil around the outside perimeter of the Structure(s) specified above (the "Structure").
 - b) Monitor those stations for one year from the date of installation and during any renewals of this Contract.
 - c) Monitoring of the stations will be performed at the sole discretion of COMPANY.
 - d) At Customer's request, COMPANY will inform Customer of: (a) any new or increased termite activity noted at the Station and (b) any observed effect of Termite Trigger stations on termite activity.
 - e) COMPANY is not obligated to apply termiticide or other termite control products if new or increased termite activity is noted.
- 2. MONITORING System Performance.**
 - a) Termite Trigger stations involves initial installation and periodic monitoring for new termite infestations.
 - b) Termite Trigger stations are intended for monitoring only as an early detection of termites present in the soil and does **NOT** utilize any termite prevention or control strategies to protect the Structure from an infestation by Subterranean Termites.
 - c) Termite Trigger stations will **NOT** detect any aerial infestations by Subterranean and/or Drywood Termites.
 - d) Termite Trigger stations do **NOT** detect any existing or new damage caused by termites.
 - e) The installation of the Termite Trigger stations is **NOT** a guarantee that termites will be detected in and around the Structure.
 - f) Only when Subterranean Termites attack Termite Trigger stations will COMPANY be able to determine termite activity exists.
- 3. Ownership of MONITORING System Components.**
 - a) All of the components of Termite Trigger stations ("Components") are and may remain the property of COMPANY. The Customer has no rights to any of the Components, other than the right to their use as installed by COMPANY on the Customer's premises under this Agreement.
 - b) On expiration, termination or non-payment by Customer under this Agreement, COMPANY or its representative are authorized by the Customer to retrieve from the Customer's premises Termite Trigger stations and other Components contained therein for appropriate disposition.
- 4. Additions or Alternations.** This Contract covers the Structure identified herein as of the date of the initial installation. The Customer will immediately notify COMPANY in writing before the Structure is structurally modified, altered or otherwise changed; or before any termiticide is applied on or close to the location of any Termite Trigger stations; or if soil is removed or added around the foundation. Such occurrences may result in the re-installation of the MONITORING System at additional cost to the Customer. COMPANY reserves the right to terminate this Contract if Customer fails to notify COMPANY of any of the events listed above.
- 5. Damage.** COMPANY will **NOT** be responsible for a) any past, existing, or future termite damage to the Structure or its contents as of the date of this Contract caused by wood-destroying insects or organisms, including termites, whether visible or hidden, or b) any costs or expenses incurred by customer as a result of such damage, or c) any damage caused by or related to any of the conditions of the Structure, or d) applying any termiticide products to the Structure.
- 6. Renewal Fee.** During the term of this Contract or any extension thereof, COMPANY will monitor and maintain the components of Termite Trigger stations. Additionally, COMPANY will perform an inspection of Termite Trigger stations at the Structure at its discretion for the renewal fee set forth hereinabove. COMPANY will not perform any interior inspections of the Structure. At the sole discretion of COMPANY, this Contract may renew on an annual basis from the initial anniversary date. Customer has the right to cancel this Contract with at least thirty (30) days written notice to COMPANY prior to any anniversary date, of its election not to renew the Contract. The annual renewal fee may be adjusted after the first anniversary date of this Contract, at the sole discretion of COMPANY. Customer may terminate this Contract, notwithstanding the thirty (30) day notice requirement, upon receipt of COMPANY's notice of increase in fees.
- 7. Disclaimer.** (A) COMPANY's liability under this Contract will terminate if COMPANY is prevented from fulfilling its responsibilities under this Contract by circumstances or causes beyond the control of COMPANY and is limited to monitoring only. (B) Under this Contract, Termite Trigger stations do not monitor aerial infestations by Subterranean Termite colonies or Drywood Termites. This Contract only provides for monitoring for Subterranean Termites only. (C) COMPANY disclaims any liability for special, incidental or consequential damage. **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.

8. Termination. At the sole discretion of COMPANY, COMPANY's liability under this Contract will terminate and COMPANY will be excused from the performance of any obligations under this Agreement should 1) Customer allow another pest control operator or service provider to treat the subject Structure during any term hereof and/or 2) COMPANY be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond COMPANY's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow COMPANY access to Termite Trigger stations or carrying out the terms and conditions of this Contract.

9. Binding Arbitration. The parties agree that this Contract affects interstate commerce. 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 Structure 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 making of the Contract, or breach of any provision 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 in an effort to resolve such dispute(s) quickly and to avoid litigation. Judgment upon such arbitration award may be entered in any court having jurisdiction. Each party shall be responsible for paying any attorney's 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 half of any expenses incurred by the arbitrator, and the award shall assess the arbitrators fee and expenses accordingly.

COMPANY Rep. Initials

Customer's Initials

Customer's Initials

10. Entire Contract. This Contract, together with any attachment(s), if any, constitutes the entire agreement between the parties. No other representations or statements, whether oral or written, are binding upon the parties.

11. Severability. If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.

12. Transferability. This Contract will terminate upon transfer of ownership of the described Structure. However, COMPANY, at their discretion, may transfer the Contract to a new purchaser provided the new purchaser signs a transfer addendum, as purchaser, and signs a graph showing the condition of the Structure at transfer, pays a fee to cover administrative cost of transfer, and pays a renewal fee as established by COMPANY.

13. Non-Payment. The Customer will pay COMPANY's invoices upon receipt. COMPANY may terminate this Contract if payment is not received within thirty (30) days of the date of invoice and COMPANY shall have the right to remove Termite Trigger stations from the premises. 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 highest rate allowable by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its terms will be effective only upon payment of the charges as provided herein.

14. Choice of Law. This Agreement shall be constructed and enforced in accordance with the laws of the State of _____.