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PLAN I: Subterranean Termite Repair and Retreatment.

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

PLAN II: Subterranean Termite Retreatment Only.

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.



ALLGOOD

PEST SOLUTIONS®

RECEIVED
NOV 29 2018
BY: _____

Office: Forsyth

Street: 6835 Shiloh Road East

City, State Zip: Alpharetta, Ga 30005

Phone: 678-341-3700

**Wood Destroying Insect Solution Agreement
Allgood Termite Baiting System with Sentricon®**

Customer: Jamestown HOA Home # (770) 886-7577 Work # _____ # (404) 790-9106
 Service Address: Jamestown Dr. Alpharetta Ga 30005
 Billing Address: Integrity Association Management Group LLC 3245 Peachtree Pkwy Ste.D242 Suwanee Ga 30024
 Email Address: Sandy@integrityamg.com
 Main Structure: Attached Townhomes-Slab Other Structure(s): ~~None~~ Clubhouse

In accordance with your request, we are pleased to submit this Agreement for the treatment of subterranean termites -including Formosan ("Termites") by installation and maintenance of a Sentricon® System (the "System") with Always Active™ technology.

Service Commitment

Allgood Pest Solutions (the "Company") shall, in compliance with all applicable federal, state, and local laws and recommendations contained in literature provided by Dow AgroSciences:
 Install Sentricon® stations (the "Stations") containing termite bait (the "Bait") in the soil around the outside perimeter of the Structure(s). The Company may utilize above ground Stations as deemed appropriate for interior areas;
 Service those Stations for a period of one year from the date hereof or for as long as extended by prepaid renewals; and
 During that year or for as long as extended by prepaid renewals replace "Bait" as necessary.

Customer Understanding of the Performance of the System

The Customer understands the following provisions:

The System involves inspection, installation of Stations, and colony reduction or elimination with Bait. Subsequent inspection and servicing the stations is required due to new termite colonies;
 Intervals of several months or more should be expected between installation of the Stations and elimination of the colony;
 During the intervals between installation of Stations and complete elimination of existing colonies, termite feeding within the Structures, possibly including additional structural damage, should be expected to occur. Additional services such as targeted applications of termiticides are available to combat termite activity on a localized, short-term basis if desired; and
 The active ingredient in the System is an insect growth regulator that prevents worker termites from successfully molting. The resulting disruption of development causes a decline in the termite colony to the point where the colony can no longer sustain itself.

Special or Additional Terms and Conditions: Sentricon Transfer 26 buildings

(Clubhouse included)

REQUIRED IN FLORIDA²☐ CONTROL OF EXISTING INFESTATION☐ PREVENTION OF INFESTATION

Official Waiver: If checked, an Official Waiver is an integral part of this Agreement and explains deviation from minimum treatment standards¹.

If treatment materials will be applied to conform to product labeling. Prior to service delivery, the Customer agrees to notify the Company in writing regarding allergies, respiratory conditions or other sensitivities of individuals located at the service address that may be aggravated by any application.

7,800.00

Install

Prepaid Renewals

7,800.00 TOTAL DUE0.00 Balance Due

GreenSky Finance

Amount Collected or Financed

\$

OTHER: _____

\$ 7,800.00 ANNUAL RENEWAL FEE

1ST RENEWAL DATE

Service & Plan may be renewed on an annual basis by payment of the Annual Renewal Fee that is due and payable on or before the 1st Renewal Date of this Agreement.

If fees are not paid as agreed, a late fee of 1.5% of the unpaid balance will be added to the unpaid balance each month.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT.

Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, GA 30334 (404) 656-3641. By signing below, I understand and request that my pesticide use records be provided or made available to me electronically. I can opt out at any time by notifying the company.

This agreement is contingent on the approval of the Designated Certified Operator. By signing below the Customer and the Company agree to comply with all terms and conditions contained in this Agreement. The Customer reserves their right to cancel this Agreement within three (3) business days of signing by notifying the Company.

Rep: [Signature] Customer: [Signature] Date: 11/28/2018

As established by the Georgia Structural Pest Control Commission
 As established by the Florida Department of Agricultural and Consumer Services.

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ALL-A03 Rev 11/2017

General Terms and Conditions

By specific reference hereto the Customer understands that the Terms and Conditions of this Agreement and warranty Plan(s) are hereby made an integral part of this Agreement and apply without exception.

1. This Agreement is transferable to a subsequent owner provided that all Fees are paid on a consecutive, timely basis from the date of initial service.
2. This Agreement covers the Structure(s) (see attached graph) identified herein as of the date of the initial service. Exterior fences, decks, lattice, supports, stairs, landscape timbers, and RR ties are excluded unless specified as other Structures on the front of this Agreement.
3. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to correct (at the Customer's expense) any factors contributing to infestation, such as wood, trash, lumber, or other cellulosic materials (including construction elements) in direct wood-soil contact, standing water, faulty grades, or other conditions conducive to termite infestation. The Customer understands rigid board insulation, foamboard and other similar materials such as polystyrene and polyisocyanurate (collectively referred to as RBI) may exist in visible or hidden areas of the structure(s) and that RBI's are conducive to infestation, particularly in areas below grade and/or subject to moisture penetration. The Customer agrees to correct (at the Customer's expense) any RBI discovered in the Structure(s) below grade and/or retaining moisture. Failure of the Customer to cooperate may void this Agreement.
4. It is further understood that moisture in the Structure(s) above the ground from sources such as roof, gutter, or plumbing leaks, improperly sealed door, window, and exterior trim, or penetration into Exterior Insulation Finish Systems, RBI or other construction could support termite colonies and therefore, it is the responsibility of the Customer to correct (at the Customer's expense) any such condition(s). The Customer agrees that the Company shall have no liability for treatment of infestation or repair of damage caused by infestation sustained by above ground moisture conditions.
5. The obligation of the Company under this Agreement is conditioned upon the Customer's payment in full of the Fees as set forth and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any liability and any amount paid shall become the property of the Company. Liability of the Company is limited to the life of the Agreement. The Company reserves the right to refer this account to an attorney if any payment is more than 60 days past due and the responsibilities of the Company under this Agreement will be suspended until outstanding balances are paid. The Customer shall become liable for all costs of collection, including 15% attorney's fee, if collected by law or through an attorney.
6. 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.
7. Any claim for breach of any warranty shall be made forthwith in writing to Rentokil North America, Inc. d/b/a Allgood Pest Solutions, 2385 Satellite Blvd., Suite 100 Duluth, Ga, 30086.
8. The Company's liability shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of this Agreement by reasons of acts of war, whether declared or undeclared, acts of duly constituted government authority, strike, acts of God, natural disasters or refusal of the Customer to allow the Company access to the property for the purpose of carrying out the terms and conditions of this Agreement.
9. Any dispute, other than one relating to collection on account, arising out of or relating to this Agreement or the services provided under this Agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by arbitration administered under the commercial arbitration rules of the American Arbitration Association. This Agreement involves interstate commerce; furthermore, the Company and the Customer agree that the Federal Arbitration Act shall control their mutual rights and obligations and the conduct of any arbitration proceeding. The award of the arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The arbitrator shall not have the power or authority to award exemplary, treble, liquidated, or any type of punitive damages.
10. THERE ARE NO OTHER WARRANTIES OR AGREEMENTS, ORAL OR OTHERWISE, EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN AND SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Specific Terms and Conditions -

WOOD DESTROYING INSECT SOLUTION AGREEMENT - ALLGOOD TERMITE BAITING SYSTEM WITH SENTRICON™

1. Service will be provided and the specifically agreed to Plan will be in effect for 12 months from the date of installation or for as long as extended by prepaid renewals. After this period, Service and Plan may be renewed on an annual basis for the lifetime of the treated property by payment of the Annual Renewal Fee (as disclosed on the front page). The Annual Renewal Fee is due and payable in full on or before the first renewal date and subsequent anniversary dates. Failure to pay such Annual Renewal Fee shall void this Agreement without privilege of reinstatement. The Annual Renewal Fee may be adjusted after the renewal date specified on the front of the agreement by providing notice to the Customer. However, in no event shall the average annual increase, if any, be greater than 5% or more than the annual rate of inflation (as measured by the Consumer Price Index), whichever is greater. The Company reserves the right to periodically reinspect the Structure(s) at any time (normal business hours) during the effective term of the Agreement.
2. The Customer will notify the Company in writing prior to (a) the Structure(s) being structurally modified, altered or otherwise changed, or if (b) any pesticide is applied on or close to the location of any Station, or (c) soil is removed or added around the foundation, or (d) any lampering of the Stations occurs. Failure to correct or notify the Company of the events listed above may void this Agreement. Plan I provision for repair may be temporarily suspended by the Company as a result of any of the events listed above and additional services because of any addition, alteration, or other change may be provided by the Company at the Customer's expense, and may require an adjustment in the Annual Renewal Fee. Failure of the Company's representatives to notice the points listed above during periodic inspections does not release the Customer from the stated obligations.
3. The Company reserves the right to substitute any upgraded products or ingredients.
4. The Customer agrees that all of the components of the System (the "Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement. Upon expiration or termination of this Agreement, the Company and Dow AgroSciences or its representatives are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposition.
5. If the Company, for any reason, ceases to represent the System, the Company will so notify the Customer and offer one of the following:
 - i. If the Customer and the Company agree on the use of an alternative form of termite prevention, a new agreement will be entered into and the Customer shall receive credit for any unearned payments; or
 - ii. If the Customer or the Company elects to discontinue the Agreement, the Customer shall receive a refund for any unearned payments.

The removal of the bait or baiting system may result in a lack of termite protection.

Plan I- Retreatment and Repair (in effect only when Plan I box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary repairs and retreatment without additional fees, subject to the following provisions and all Terms and Conditions.
2. Damage with LIVE TERMITES must be present and verified by the Company's representative after the date of installation and initial treatment.
3. The Company shall be responsible for repairs to the Structure(s) only when made with the approval and under the supervision and control of the Company. Repair shall be limited to new damages only and in no event shall the Company be responsible for any consequential damages. It is expressly agreed and understood that this Plan is strictly limited to cost of repairs.
4. Damage discovered with no verified live and active termite infestation shall not be repaired. It is to be understood that termite-damaged areas of the structure(s) may have existed in exposed and hidden areas as of the date of initial installation and/or initial treatment and that the Company assumes no responsibility to repair these preexisting damaged areas.
5. Areas of direct earth to wood (including pressure treated) contacts such as siding, trim, decks, porches, posts, stairs, lattice, fences, landscape timbers, cross ties, etc. are excluded from Plan I provisions for the repair of termite damage.

Plan II- Retreatment Only (in effect only when Plan II box is checked on front side)

1. The Company warrants that there will be no further termite infestation in the structure within 12 months from the date of completion of installation or for as long as extended by prepaid renewals. However, in the event termite infestation does occur during the term of this warranty or any renewal period thereof, the Company will perform any necessary retreatment without additional fees, subject to all Terms and Conditions.
2. Plan II does not warrant against, nor shall the Company be responsible for present or future damage to the Structure(s) or contents, nor provide for repairs or compensation thereof.
3. Plan II is issued due to factors such as nature of construction, conditions conducive to infestation, the degree or extent of termite infestation or existing damage, application restrictions, and/or other mitigating circumstances. However, if all such factors are corrected to the satisfaction of the Company, Plan II may be upgraded (at possible additional Customer's expense) to Plan I.