



Orkin Pest Control

ORKIN-THERM™ SERVICE AGREEMENT

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.

GRID #

Michael Lint 1/13/26
Customer Date

320 Snow Goose Court
Street Address (Treated Premises)

Alpharetta **Georgia** **30022**
City State Zip Code

(404) 861-4981
Home Phone Work Phone

County Name **Fulton** Is this within the City Limits? Yes No

Structure to be treated **Residential Home**

METHOD OF PAYMENT: FINANCED - See Separate Finance Agreement
 CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: CHECK # _____
 COMPLETE EASY PAYMENT FORM

Michael Lint
Billing Name (if different)

320 Snow Goose Court
Billing Address (if different)

Alpharetta **Georgia** **30022**
City State Zip Code

1. Purchase and Installation Charge	\$	5,830.00
b. Minus Adjustment	(\$	0.00)
Subtotal (a minus b)	\$	5,830.00
2. Other Items:		
a. Sales Taxes	\$	0.00
b. Other Fees	\$	0.00
Subtotal (a plus b)	\$	0
3. TOTAL: Price (1 plus 2)	\$	5,830.00
4. LESS: Amount Paid	(\$	0.00)
5. Unpaid Balance (3 minus 4)	\$	5,830.00

Orkin shall perform Orkin-Therm Services ("Services") in Customer's structure as specified in the Insulation Inspection Report.
PAYMENT: For the Services provided under this Agreement, Customer agrees to pay ORKIN ("Orkin") the above amount at the time of service.
TERMS: Balance is due in full upon completion of work. Failure to pay by such time constitutes default and entitles Orkin to start collection proceedings. Customer agrees to pay Orkin's collection costs, including court costs and reasonable attorney's fees as allowed by law. Orkin reserves the right to charge a fee for dishonored checks and checks returned unpaid up to the maximum permitted by law.

LIMITED WARRANTY: Orkin is not the manufacturer of the insulation. Orkin shall assign all applicable Manufacturer's Warranties to Customer. Customer acknowledges that Orkin is performing a service. Orkin makes no warranties with respect to the Orkin-Therm insulation, whether expressed or implied, including without limitation, any implied warranties of merchantability or otherwise. Orkin disclaims any and all liability for consequential, incidental and other damages, however caused. No Orkin account manager or other representative is authorized to alter or modify this limited warranty in any respect whatsoever, and no such alteration or modification shall be binding on Orkin unless contained in writing signed by the President of Orkin.

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") AND 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 PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS 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 APPEALING 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 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

LIMITATION OF LIABILITY: Customer acknowledges and agrees that if any loss or damage should result from failure of the insulation, or from improper design, installation, application, or maintenance of the insulation, Orkin's liability, if any, is expressly subject to the manufacturer's warranty and limited to a sum not greater than the amount Customer paid Orkin for the insulation installation Services. Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the installation of the Orkin-Therm Services, waives any claims for personal or property damage related to the Services Orkin performs.

INSURANCE: 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.

ENTIRE AGREEMENT: Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed herein. Note that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding 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 the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

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.

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

Mark Petty 6979355
Inspector Name (PRINT) Employee ID # or Certification #
(470) 774-8664
Branch Telephone Number

Orlando Allen 1/13/26
Branch Manager's Signature Date

2662 Holcomb Bridge Road Suite 328
Branch Street Address
Alpharetta **Georgia** **30022**
City State Zip Code

[Signature] 1/13/26
Customer's Signature Date

Customer Email: acfirestone@outlook.com



PEST CONTROL
World's Best

Agreement Number _____
(Same as on Agreement)

1/13/26
Enter Date of Transaction

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO ORKIN.

AT **2662 Holcomb Bridge Road Suite 328** _____ NOT LATER
(Address of Seller's place of business — Orkin Branch Office)

THAN MIDNIGHT OF **1/16/26** _____ I HEREBY CANCEL THIS TRANSACTION.
Date — Three Business Days After Date of Transaction

Date Buyer's Signature **Michael Lint** Buyer's Name (Print)



PEST CONTROL
World's Best

Agreement Number _____
(Same as on Agreement)

1/13/26
Enter Date of Transaction

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Date Buyer's Signature **Michael Lint** Buyer's Name (Print)

(CUT OR TEAR ALONG DOTTED LINE)

ORKIN CAN BEGIN WORK AS SOON AS POSSIBLE. PERMISSION, HOWEVER, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION.

YES NO _____ **1/13/26**
Buyer's Signature Date