

Terminix

a Rentokil North America company

PestFree365 Service Agreement

District: _____ Colleague: _____ License N°: _____ Date: _____

Invoice To		Existing Customer ID: _____	
Customer Name: _____		Contact Person: _____	
Address: <u>1255 Twining Ave</u>		Email: _____	
City: <u>San Diego</u>	State: <u>CA</u> Zip: <u>92154</u>	A/P Contact: _____	
Telephone: _____		A/P Phone: _____	
Service Location ☒ Same as Invoice Information		Existing Worksite ID: _____	
Customer Name: _____		Contact Person: _____	
Address: _____		Email: _____	
City: _____	State: _____ Zip: _____	Tax Exempt: ☐ If Yes, Tax ID N°: _____	
Telephone: _____		SIC Code: _____	
N° of Structures: _____		N° of Units/Rooms: _____	

Program Description

1. A one-time initial corrective service may be necessary for immediate action to an existing pest problem and, if applicable, will be invoiced to you separately.
2. The PestFree365 service agreement includes:
 - a. Year round protection against the Covered Pests identified in the accompanying Terms and Conditions.
 - b. Initial Service plus future pest treatment(s) as necessary, determined by Company in its sole discretion, during the Term of the Agreement.
 - c. Upon contacting us, prompt response for additional visits when needed at no extra charge.
 - d. A thorough inspection and service report with each visit.
 - e. Upon your request, a visual termite inspection can be scheduled.

This service agreement is customized to include: _____ ☐ Current problem

Should service be needed for pests in addition to the Covered Pests identified in the accompanying Terms and Conditions, an additional fee will apply and a free estimate may be provided.

Service Specifications

Notes:

Service start: _____ Initial corrective service: _____

Payment Options

Please read accompanying Terms and Conditions for Payment specifications. If Customer selects an automatic payment method, Customer authorizes Company to automatically debit Customer's checking account or credit card, as provided to Company by Customer, in an amount equal to any recurring service charges due to Company under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following the Company's receipt from Customer of a written notice to cancel such authorization. Customer understands that cancellation of this authorization does not cancel Customer's obligations under this Agreement. Prices do not include any applicable taxes.

Payment method: Automatic Electronic Funds Transfer (EFT)

Initial Corrective Service fee: \$ 99
(due upon completion)

Service Agreement recurring fee: \$ 33

Service fees billed: Monthly Service fee start month: April Curative Upcharge: —

Customer or Company may cancel this transaction at any time prior to midnight on the third (3rd) business day after the date of this transaction with a full refund of payment.

Acceptance of Agreement: The above quotations and the accompanying Terms and Conditions, which include mandatory arbitration and class action waiver provisions, are accepted in their entirety.

Rentokil North America d/b/a Terminix

Juan Del Orbe

Representative Printed Name

PCC

Title

[Signature]

Signature

04/24/25

Date

Owner

Customer Printed Name

04/24/25

Date

[Signature]

Signature

FOR OFFICE USE ONLY SIC: _____ District: _____ DWA#: _____ Sales#: _____ Customer #: _____ SVC: _____ Specialist: _____

THIS SERVICE AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Agreement. "Customer" and Rentokil North America, Inc. d/b/a Terminix (hereinafter collectively referred to as "Agreement").

☒ ("Company") agree to the following terms and conditions in connection with the services indicated on this agreement

Standard of Care. Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages. Subject to Customer's cooperation, if Customer is not satisfied with the services rendered, upon the request of Customer and as Customer's sole and exclusive remedy, at no additional cost(s) to Customer, Company shall retreat and/or reapply pesticides to the structure(s) as is reasonably necessary to control for and mitigate against acute infestations of pests covered by this Agreement, as the case may be.

Pest Control. Company shall control for and mitigate against infestations of Covered Pests located in and around the structure(s) on the Customer's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. This Agreement does not cover and Company shall have no obligation whatsoever, whether express or implied, to repair any damage to the structure(s) on the premises or the contents therein caused by any pests (covered by this Agreement or otherwise) or to compensate Customer for any such damage. **Initial service; subsequent service visits.** On the initial service visit, Company will apply pesticides both to the interior of the structure(s) and the exterior perimeter of the structure(s) on the premises. Subsequent to the initial service and during the term, Company may apply pesticides to the exterior perimeter or the interior of the structure(s) located on the premises as necessary, determined solely by Company, to control Covered Pest infestations. **Excluded pests.** Company pest control treatment(s) shall have no obligation to control for or mitigate against any pests other than the Covered Pests identified in this Agreement.

Interim service visits. Subject to the Customer's cooperation and upon the request of Customer, Company shall make an interim service visit to reapply pesticides to the structure(s) on the premises as is reasonably necessary to control for and mitigate against acute infestations of Covered Pests in accordance with laws and regulations for product label application instructions.

Covered Pests. For customers under a PestFree365 Service Agreement, the following are Covered Pests: "House" Ants, Bird Mites, Indoor Ticks, Cockroaches, Carpet Beetles, Fabric Moths, Overwintering Insects, Ground Beetles, Centipedes, Crickets, Earwigs, Firebrats, Millipedes, Clover Mites, Pillbugs/Sowbugs, Psocids, Scorpions, Silverfish, Wasps, Springtails, Spiders, Stored Product Beetles, Stored Product Moths, Mice, and Rats. For customers under a PestFree365+ Service Agreement, in addition to the Covered Pests included within a PestFree365 Service Agreement, the following are also Covered Pests: Black Widow Spiders, Brown Recluse Spiders, Voles (interior only), Bed Bugs, Fleas (interior only), Bumble Bees, Carpenter Bees, Solitary Ground Bees, Yellowjackets, Hornets, Bald-faced Hornets, Crazy Ants, Carpenter Ants, and Fire Ants.

Customer Responsibilities. Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to the breeding and harborage of pests covered by this Agreement and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported in writing by Company to the Customer and are not corrected by Customer, Company cannot ensure effective services. If Customer fails to correct the conditions noted by Company within a reasonable time period, all guarantees as to the effectiveness of the services in this Agreement shall automatically terminate. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed. The failure to allow Company such access will terminate this Agreement without further notice.

Modification. Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products, Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

Substructure. Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer. **Moisture, Mold and Mildew.** Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi, health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. Customer is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

Water Leakage. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structure(s) may destroy the effectiveness of treatment by Company and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Company shall have no responsibility for water leakage, or anything related to water leakage.

Warranty. For equipment and products, manufacturer warranties apply; there is no further warranty from Company on products or equipment.

Right to Subcontract. Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

Ownership and Replacement of Equipment. All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.

Force Majeure. Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

Insurance. Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this Company.

Limitation of Liability. The Customer agrees that the work provided under this Agreement is not to be construed as Insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for indirect, special, incidental, consequential, exemplary, punitive, and/or loss of enjoyment damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the services. The obligations of Company specifically stated in this Agreement are given in lieu of any other obligation or responsibility, express or implied, including any representation of merchantability or fitness for a particular purpose. In consideration of sums charged by Company hereunder and as a liquidated damage and not as a penalty, and notwithstanding any contract, tort, or other claim that Company failed to perform its obligations hereunder, the sole responsibility of Company in the event of a claim based upon the services shall be to provide further treatment found necessary by Company free of charge. Customer expressly releases Company from, and agrees to indemnify Company with respect to, any other obligation to Customer whatsoever. This Agreement does not provide for the repair of any damage caused by pests (covered by this Agreement or otherwise), and this Agreement does not guarantee, and Company does not represent, that pests (covered by this Agreement or otherwise) will not return subsequent to service treatments. Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

Animal Disposal. Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

Choice of Law. Except for the Mandatory Arbitration provision of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

Class Action Waiver. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("class action"). The parties expressly waive any ability to maintain any class action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Intellectual Property. Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

Data Security. Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customer access to pest management information, if applicable to the services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

- a. Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login ids and passwords.
- b. All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Agreement.
- c. The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
- d. This agreement shall be binding upon all successors of the Customer's business.

In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

Third Party and Marketing Disclosure. Unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of marketing and sales communications relating to Company's service offerings. **Anti-Bribery and Anti-Corruption.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Term. Agreement shall automatically renew on a month to month basis, with either party having the ability to cancel this Agreement upon 60-days written notice to the other party, with the first month being the Initial Term and each subsequent month a Renewal Term.

Termination. Renewal fees and pre-paid renewal fees are non-refundable. However, the services identified in this Agreement are transferable to a subsequent owner of the property. Agreement may be terminated by either party with 60 days written notice, providing all accounts are current. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

Change in Terms. At the time of any renewal of this Agreement, Company may change this Agreement by adding, deleting or modifying any provision. Company will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

Payment. Initial corrective service fees and any applicable curative upcharge fees (whether initially identified by Customer or subsequently identified by Company during the initial service visit) are due are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

Fuel/Transportation Surcharge. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Change in Law. Company performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Company reserves the right to revise the Renewal Term amount or terminate this Agreement.

Severability. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

Entire Agreement. This Agreement, together with a record of initial application, and all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

