



Goodrow, Inc.
d/b/a Orkin Pest Control
1764 W I-65 Service Rd S
Mobile, AL 36693
Phone 251-666-7506
Cell 251-327-7229
joe@orkinnow.com
www.orkin.com

Joe Edwards
Senior Inspector

An Independently Owned & Operated Franchise of Orkin Systems, Inc.

Customer Information

Date: Nov 1, 2017
First Name: Sandra
Last Name: Howell
Address: 114 McKenzie St
City: Atmore
Zip Code: 36502
State: Alabama
Email: barnhis@frontiernet.net

Date Prepared: Nov 1, 2017

90 Days Same As Cash: ☒

Estimate Prepared By:

Joe Edwards
joe@orkinnow.com
(251) 327-7229



Combinable Services

Service Cost

<input checked="" type="checkbox"/> Termite Control	\$2,795.00
<input checked="" type="checkbox"/> Other	\$2,700.00
Services Total	\$5,495.00
Sales Tax	\$0.00
Down Payment	\$824.25

Total Investment

\$4,670.75

Monthly Payment Options

12 months	\$452.97
24 months	\$251.05
36 months	\$184.82
48 months	\$152.50

Said when spray underneath
it will go up & kill mold
inside. Said if we peel
of wood & they will spray
inside no extra cost.

\$ 1740.⁰⁰
368 per year

Subject: Termite& Moisture control
From: Joe Edwards (joe@orkinnow.com)
To: barnhis@frontiernet.net;
Date: Wednesday, November 1, 2017 1:28 PM

The figures on these proposals represent:

1. Five(5) year's termite protection against both Formosan and Eastern Subterranean termites
 2. Minimum two(2) annual scheduled re-inspections for 5 Years and ongoing as annual renewal premium is kept current. I.e. \$348 beginning year seven(7) if Orkin is hired to do both treatments. Otherwise, \$348 annual renewal premium due year 6...
 3. Orkin will apply Ultra Mean 2 and technician will hand scrub wood in crawl space to clean visible, active fungal growth on subfloors.
 4. Orkin technician will apply Ultra Ban Pro/Borates to wood to kill active fungi.
 5. Orkin will guarantee two years for fungal growth.
 6. After two years, Orkin will extend fungal growth guarantee for a nominal annual fee of \$150.
-

Attachments

- 2017-11-1-Howell-Sandra.pdf (296.91KB)



Proposal Generated By:

Joe Edwards

joe@orkinnow.com

November 1, 2017

Customer Name Sandra Howell Phone # Work Phone #

Service Address 114 M^e Kenzie Dr. Atmore, AL 36502

Account Number Infestation Type Guarantee Type

Initial Treatment Termite Amount Due Amount Received Cash Check

Service Covered Thru: Completion Date Renewal Amount Grid #

Time of Note: 9:15 1:00 ☐ AM / ☐ PM Time Offsite: 3:00 1:30 ☐ AM / ☐ PM Next Scheduled Service Date: 11/9/18

I. Service ☒ Initial Treatment ☐ Retreatment ☐ Service Call (No Treatment) ☐ Reinspection ☐ Bait Monitoring ☐ Annual Bait Reinspection

II. Inspection **This report is not intended for a property transaction.**

A) Performed on (Date): _____ B) Activity Found: ☐ Yes ☐ No _____ Customer Signature

C) Retreatment Scheduled Date (if needed): _____ D) Customer Home: ☐ Yes ☐ No _____ Orkin Representative

III. Bait Activity: ☐ Yes ☒ No ☐ In Station ☐ On Structure # of Stations: Monitoring Bait 29

IV. Treatments (Materials Used) Consumer post application precautionary statements on back.

Activity Found: ☐ Yes ☐ No **Target Pest:**

Utilize Key on back for completion of this section

	Product #	Amount Applied	Dilution %	Equipment Used
A)	6	89 gals	0.5	E3
B)	13	27 stations	0.6	E7
C)				
D)				

Application Rates

☐ 1 gallon/ 10 SQFT
☐ 2 gallons/10 LF
☒ 4 gallons/10 LF / FT of depth
☐ 3 gallons liquid & 1 gallon foam/10 LF

States where applicable:

Wind Direction N Wind Velocity 13 mph
Temperature 59° Humidity 80%

V. Conditions Conducive

It is important for you to know that certain conditions in and around your home can contribute to Wood Infesting Organisms, and can therefore compromise the effectiveness of Orkin's treatment. It is very important that you remedy the Conditions Conducive noted below. If you fail to do so, it may, in some cases, jeopardize your agreement; moreover, it is probable that your home will experience future termite activity and damage, and treatment by Orkin may not solve the termite problem. This report DOES NOT INCLUDE MOLD or any mold-like conditions. Mold is generally not a wood destroying organism and is outside the scope of this report. If you wish your property to be inspected for mold or mold-like conditions, please contact the appropriate mold professional. Please notify us in writing when you have corrected the Conditions Conducive. We identified the following Condition(s) Conducive:

<input type="checkbox"/> Soil Above Sill	<input type="checkbox"/> Cellulose Material in Contact with Ground
<input type="checkbox"/> Roof Leaks	<input type="checkbox"/> Excessive Exterior Moisture
<input type="checkbox"/> Cellulose Material Stored in Crawl Area	<input type="checkbox"/> Excessive Interior Moisture
<input type="checkbox"/> Improper Ventilation	<input type="checkbox"/> Siding/Stucco in Contact with Ground
<input type="checkbox"/> Excessive Moisture in Crawl	<input type="checkbox"/> Treatment Disturbed
<input type="checkbox"/> Exterior Insulation Finished System (EIFS)	<input type="checkbox"/> Other

State Required Information

AZ - WARNING - PESTICIDES CAN BE HARMFUL. KEEP CHILDREN AND PETS AWAY FROM PESTICIDE APPLICATIONS UNTIL DRY, DISSIPATED OR AERATED. FOR MORE INFORMATION, CONTACT: ORKIN PEST CONTROL - 4029 AT 1-800-346-7546.

CO - COMMERCIAL APPLICATORS ARE LICENSED BY THE COLORADO DEPARTMENT OF AGRICULTURE.

VI. Acknowledgement

Thank you for choosing Orkin

National Poison Control Center (800) 222-1222

I understand that additions, or modifications to or around the structure can disturb the termiticide treatment, and may require additional inspection and treatment.

The location of these areas are:

Pesticide Product Labels are Available Upon Request.

For additional information, a copy of the Label and/or MSDS may be requested from your local branch.

* This work has been performed to my satisfaction

Customer Signature _____

Orkin Representative - Full Name

CA # / Bus. License # (if applicable)

Orkin Street Address:

City/State/Zip:

Branch Phone #:

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 WOOD DECAY FUNGUS.

No. 80626



Goodrow, Inc.
d/b/a Orkin, an independent franchise of Orkin Systems, Inc.
Residential Single Family Dwelling

GRID #

ALABAMA LIFETIME WOOD DECAY FUNGUS RETREATMENT AGREEMENT (Does Not Cover Termites)

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 shall treat Customer's structure using the treatment specified in the Treatment Report for Wood Decay Fungus. **LIMITED LIFETIME RENEWABLE WOOD DECAY FUNGUS RETREATMENT SERVICE ("Service") (LC):** Orkin shall retreat any fungus infested area of the under structure, which was originally treated by Orkin, and which is necessary to prevent fungus or decay during the period the Service is in effect if all Customer payments including annual renewal payments are current. **This Service will expire one (1) year from the date of the original treatment, unless it is renewed by the Customer. Thereafter the Service may be renewed on a year-to-year basis by payment of the annual renewal fee.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to fungus infestation including moisture, roof leaks, improper ventilation or faulty plumbing. Customer shall correct any groundwater problem or problem with excessive moisture. Failure to correct the moisture problem will void the Service. In the event the premises are structurally modified or altered, Customer will notify Orkin prior to such addition or alteration and will purchase the additional treatment required by the changes. **ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. CUSTOMER WAIVES AND RELEASES ORKIN FOR LIABILITY FOR ANY CLAIM OR INJURIES, DAMAGES, OR LOSSES OF WHATEVER NATURE OR TYPE RELATED TO TERMITE OR WOOD DESTROYING ORGANISM INFESTATION, MOLD OR FUNGAL GROWTH.**

CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE: Customer agrees to maintain the treated structure free from any conducive conditions and in accordance with the terms of the paragraph above. In the event the premises are structurally modified or altered, Customer will notify Orkin prior to such addition or alteration and will purchase the additional treatment required by the changes. Customer shall allow Orkin to inspect and retreat the structure as required. Failure to comply with these obligations will void the Service.

RENEWAL: To maintain this Service, Customer shall pay an annual renewal fee of \$ 150. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year 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 Renewal Payment 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.

REINSPECTION: Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable state law or regulations. If Orkin does not increase the Annual Renewal Payment 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") 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 that Orkin is performing a service and, except for any damage to the structure caused by Orkin in the performance of its services, waives any claims for property damages related to the service Orkin performs. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claims in any lawsuit, arbitration or legal proceeding against Orkin for breach of agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damage. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the service to be performed.

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

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

Customer Sandra K. Howell Date Nov 7, 2017
Street Address (Treated Premises) 114 McKenzie St
City Atmore State AL Zip Code 36507
Home Phone 354-2635 Work Phone _____
County Name Escambia Is this within the City Limits? ☒ Yes ☐ No
Billing Name (if different) Same

Billing Address (if different) _____
City _____ State _____ Zip Code _____
Type of structure to be treated Crawl space

Inspector Name (PRINT) Joe F. Davis Employee ID # or Certification # 516
Branch Telephone Number 251-666-7500

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature _____ Date _____

214197S-O REV. 11/2010 Alabama

1. Service Purchased:
a. Initial Treatment Cost \$ 2675
b. Minus Adjustments (\$ _____)
c. Additional Renewal for 1 Years \$ 25
Subtotal (sum a - b + c) \$ 2700
2. Other Items:
a. Sales Taxes \$ 0
b. Other Fees \$ 0
Subtotal (sum a + b) \$ 0
3. TOTAL: Price (sum 1 + 2) \$ 2700
4. LESS: Down Payment (\$ _____)
5. Unpaid Balance (3 minus 4) \$ 2700

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

Branch Street Address 17642 US Service Rd S
City Atmore State AL Zip Code 36507

Customer's Signature Sandra K. Howell Date Nov 7, 2017

CUSTOMER