



SUBTERRANEAN TERMITE SERVICE AGREEMENT
utilizing the SENTRICON® SYSTEM
with ALWAYS ACTIVE™ TECHNOLOGY

203 Sequoia Dr
Palestine, TX 75803
Phone: (903) 480-4094
http://www.localpestperts.com
License: TPCL# 0883539

Customer: Kathy Alexander Date Installed: 9/16/25

Service Address: 649 County Road 1215, Grapeland, TX 75844

Billing Address: 649 County Road 1215, , TX 75844

Cell: (682) 554-9938 Phone: _____ Email: Ken.alexander2@sbcglobal.net, katteach@sbcglobal.net

Cell: (682) 554-9938 Email: Ken.alexander2@sbcglobal.net, katteach@sbcglobal.net

Service Address: ☒ Residential ☐ Commercial

Struture(s) to be treated include: Primary Residence and Detached Garage/ Apartment

Location of Notice of Treatment: Breaker Box Linear Ft.: 406

This is a ☐ Pre-Construction ☒ Post Construction Subterranean Termite Service Agreement ("Agreement") between M&M Pest Control ("COMPANY") and the above-named customer ("Customer"). This Agreement only covers the Structure(s) specifically identified above ("Structure(s)") and does not cover detached garages, out buildings, fences, decks or other buildings, construction or improvements located at the Service Address, unless specified in writing on this Agreement. In consideration for the payment of the fees and any applicable tax and subject to the General Terms and Conditions provided within this Agreement, COMPANY will install, monitor and service the SENTRICON® COLONY ELIMINATION SYSTEM with ALWAYS ACTIVE™ TECHNOLOGY ("System") at the Service Address in accordance with Dow AgroSciences, LLC's product label requirements for the control of: ☒ Eastern Subterranean Termites (*Reticulitermes*) ☒ Formosan Subterranean Termites (*Coptotermes formosanus*) ☐ Asian Subterranean Termites (*Coptotermes gestrol*). Only the preceding subterranean termite selected for service will be covered under this Agreement and will be hereinafter be referred to individually or collectively as "Subterranean Termites." During the term of this Agreement, if additional stations are required or need to be refreshed or redeployed, such service will be provided at no additional charge to the Customer. COMPANY reserves the right, and in its sole discretion, to treat the Structure(s) with a termiticide of its choice in conjunction with the System installation. In addition, COMPANY further reserves the right to apply a partial treatment to the Structure(s) in the event a subsequent infestation of Subterranean Termites occurs following installation of the System and termiticide treatment, if applied. Such partial treatments, if applied, will be provided at no additional cost to the Customer. The initial service provided under this intended to ☐ Prevent (Pre or Post Construction) or ☒ Control (Post Construction Only) an infestation of Subterranean Termites.

☒ This Agreement is offered for RETREATMENT ONLY service. Under this service, COMPANY's **only** obligation will be to install, monitor and service the System in accordance with Dow AgroSciences, LLC's product label requirements, subject to and in addition to the General Terms and Conditions within this Agreement related to COMPANY's **RETREATMENT ONLY** service.

☐ This Agreement is offered for REPAIR AND RETREATMENT service. Under this service, COMPANY will install, monitor and service the System in accordance with Dow AgroSciences, LLC's product label requirements and repair "New Damage" caused by Subterranean Termites, subject to and in addition to the General Terms and Conditions within this Agreement related to COMPANY's **REPAIR AND RETREATMENT** service.

PAYMENT TERMS: The Total Charge is due upon installation of the System at the Service Address, unless quarterly payment terms are agreed upon by COMPANY and Customer:

System Charge:	\$ <u>2,510.00</u>	Down Payment\$ _____	Balance\$ _____
Formosan Repair Upgrade:	\$ _____	☐ Paid in Full	☐ Quarterly Payment Option
Asian Repair Upgrade:	\$ _____	Quarterly Payment\$ _____	
Sales Tax:	\$ <u>207.08</u>	Payment Due Dates _____ ; _____ ; _____ ; _____	
Total Charge:	\$ <u>2,717.08</u>	☐ Credit/Debit Card	☐ ACH authorization completed and on file.

INSPECTIONS: In addition to COMPANY's service and monitoring of the System, COMPANY will perform a visual inspection of the Structure(s) on a twelve (12) to eighteen (18) month interval. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. COMPANY will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect any portion of the Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement.

RENEWAL TERMS: The initial term of this Agreement is one (1) year. Customer may renew this Agreement for () additional years by paying an annual renewal fee of **\$438.41**, on or before each anniversary date of this Agreement. For purposes of this Agreement, the parties agree that the "anniversary date" is defined as that day that falls exactly one year from the Date of System Installation indicated above. Customer's failure to pay the annual renewal fee in accordance with this Agreement will automatically void this Agreement, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. COMPANY may adjust the annual renewal fee by providing written notice to Customer within forty-five (45) days before the anniversary date of this Agreement. Customer has the right to terminate this Agreement upon receipt of COMPANY's written notice of an increase in the annual renewal fee.

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect COMPANY's obligations under its RETREATMENT ONLY service or REPAIR AND RETREATMENT service, depending upon which service is offered by COMPANY under the terms of this Agreement. Customer specifically understands that COMPANY and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

BUYER'S RIGHT TO CANCEL: If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to COMPANY before midnight of the third business day after the day Customer signed this Agreement.

Customer/Customer's Agent	M&M Pest Control
	EMPLOYEESIGNATURE
Customer signed on: <u>Friday, 09/12/2025</u>	

GENERAL TERMS AND CONDITIONS

COMPANY and Customer agree to the following Terms and Conditions:

1. SPECIFIC EXCLUSIONS FOR RETREATMENT SERVICE:

Unless the Repair and Retreatment Option is selected, COMPANY's only obligation is to retreat the Structure(s) if a live infestation of the Subterranean Termites designated for service under this Agreement occurs. Accordingly, Customer agrees that this Agreement does not cover, and COMPANY shall not be responsible or liable for, any of the following:

- a. Damage of **any** nature to the Structure(s) or its contents resulting from any species of subterranean termites, including Eastern and Formosan subterranean termites, drywood termites or any other insect, pest, mold, fungi or wood-destroying organism, including any of their respective aerial infestations.

- b. Service or treatment for any other species of subterranean termite other than that subterranean termite selected for service under the terms of this Agreement. If Formosan subterranean termites are not selected for service, then they are excluded under this Agreement.
- c. Service or treatments for an aerial infestation of the Subterranean Termites selected for service under this Agreement.
- d. Damage, service or remedial treatments resulting from subterranean termite infested wood and/or furniture introduced into Structure(s) before or after the initial treatment or any retreatment.
- e. Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc..., or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income or business opportunities, which arose as a result of an infestation of or damage

- caused by Subterranean Termites or any service provided under this Agreement.
- f. With the exception of prevailing party fees awarded as a result of any collection action addressed in Paragraph 16 below, attorney's fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
 - g. Injury or death to any domestic pets or feral animals.
 - h. Damage caused by COMPANY to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

No provision within this Agreement should be construed to mean that Subterranean Termites will not infest or never reinfest the Structure(s). These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

2. SPECIFIC EXCLUSIONS RELATED TO THE REPAIR AND RETREATMENT OPTION:

If the Repair and Retreatment Option is selected, Customer agrees that this Agreement does not cover, and COMPANY shall not be responsible or liable for, any of the following:

- a. All the Exclusions listed in Paragraphs 1 b, c, d, e, f, g, and h above.
- b. Damage caused by an aerial infestation of any type of termite, to include any Subterranean Termites designated for service under this Agreement.
- c. Damage of any nature to the Structure(s) or its contents resulting from any species of drywood termites, or any other insect, pest, mold, fungi, or wood-destroying organism, except "New Damage" as defined within this terms of this Agreement caused by the Subterranean Termites selected for service under this Agreement.
- d. Damage of any nature as a result of hidden construction defects, foam insulation, or paver installations which provide access to the Structure(s) over or around the System or any termicide application, if made, or caused by a conducive condition (see paragraph 5 below) identified in writing by COMPANY which not corrected by Customer within sixty (60) days.
- e. "Existing Damage" as defined within the terms of this Agreement.

No provision within this Agreement should be construed to mean that Subterranean Termites will not infest or never reinfest the Structure(s). These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

3. LIMITATION ON LIABILITY:

In the event that any of the exclusions in Paragraphs 1 or 2 above do not apply for any reason, to include COMPANY's own negligence or breach of this Agreement, COMPANY's liability for any claim whatsoever is limited to a return of the Total Charge indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named Customer or subsequent Transferee.

4. SERVICE EXPECTATION:

The System relies on the natural foraging habit of the Subterranean Termites to achieve control or elimination of their colonies. Achievement of this end result may take time and is dependent on the size and number of colonies present, the number of conducive conditions, the treatment method used, and the number and placement of the monitoring stations deployed. Additional damage to the Structure(s) may occur because of the time required to gain control. During the one (1) year term of this Agreement, COMPANY will keep Customer advised of any new or increased activity in the monitoring stations, the addition, removal, or redeployment of the monitoring stations. Dow AgroSciences, LLC's product information regarding the characteristics of the System will be provided to Customer prior to System installation. COMPANY reserves the right to change the brand of systemic termite control system in use at the Structure(s) at its discretion.

5. DUTY TO AVOID CONDUCTIVE CONDITIONS:

Customer agrees to cooperate with COMPANY during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Subterranean Termite infestation or disrupt the effectiveness of the System or conventional liquid treatment application. These conditions include, but are not to be limited to, construction defects, stucco below grade, Exterior Insulation and Finish System (EIFS), wood, trash, direct wood to soil contact, tree stumps, standing water or above ground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not to be limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, down spouts, plumbing, plumbing fixtures, sprinkler systems, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is COMPANY responsible for damage to the Structure(s) or its contents, or any additional service or treatment necessary which results from conditions conducive to a Subterranean Termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of COMPANY's written notification. Customer's failure to eliminate any identified conducive condition within sixty (60) days will, at COMPANY's discretion, either automatically void this Agreement in its entirety or void any treatment, service or damage repair obligation required under the terms of this Agreement for any Subterranean Termite infestation caused by such conducive condition.

6. MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S) OR SYSTEM DISRUPTION:

This Agreement only covers the Structure(s) specifically identified on the front page of this Agreement. The Customer shall provide notification to COMPANY, in writing, prior to any alteration, addition, modification or change to the Structure(s). COMPANY shall have the right to terminate this Agreement if Customer fails to provide written notice of any alteration, addition, modification or change to the Structure(s). Any additional service or retreatment required as the result of any alteration, addition, modification or change to the Structure(s) or disruption of the System, treatment or retreatment will be provided by COMPANY at Customer's expense. Customer agrees that COMPANY shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification or change to the Structure(s) that occurs while this Agreement is in effect.

7. CHANGE IN LAW:

Should any federal, state or local law or regulation change affecting this Agreement or the services or treatment provided thereunder, COMPANY is

authorized to take any action necessary to bring itself into compliance with said laws. If COMPANY cannot modify the terms of this Agreement or its services or treatment in order to comply with such change in the law, then COMPANY reserves the right to immediately terminate this Agreement.

8. EXISTING DAMAGE:

If the Repair and Retreatment Option is selected, the following applies: COMPANY is not responsible for the repair of any damage to Structure(s), or its contents, caused by Subterranean Termites that existed before or One Hundred Twenty (120) days after the "Date of System Installation" stated on the front of this Agreement, regardless whether or not such damage is noted on any attendant graph. Customer acknowledges that the damage disclosed on any attendant graph may not represent all the existing damage to the Structure(s).

9. NEW DAMAGE:

If the Repair and Retreatment Option is selected, the following applies: COMPANY agrees to repair any new damage to the Structure(s) that occurs One Hundred Twenty (120) days following the "Date of System Installation" stated on the front page of this Agreement; however, the area of new damage must be caused by and contain a live infestation of Subterranean Termites. Customer must submit a written claim to COMPANY and COMPANY must verify that the area claimed as "new damage" contains a live infestation of Subterranean Termites before any repairs are performed. If any repairs are made prior to such verification, COMPANY's repair obligation for the entire claim is automatically void.

10. LIABILITY LIMITS/CONTROL OF REPAIR PROCESS:

If the Repair and Retreatment Option is selected, COMPANY's repair obligation under this Agreement, including all renewals, for damage caused by the Subterranean Termite selected for service is limited to a total of One Million Dollars (\$1,000,000.00) in the aggregate. Only licensed contractors mutually approved by Customer and COMPANY will be allowed to repair new damage to the Structure(s).

11. CHEMICAL SENSITIVITY:

If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to COMPANY prior to any treatment or retreatment performed on the Structure(s). COMPANY reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants' assumption of the risk and waiver of any claims against COMPANY in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless COMPANY from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants of the Structure(s), if Customer fails to provide the above written notice.

12. BINDING ARBITRATION:

Customer and COMPANY that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in **Texas**, using the substantive law of **Texas** governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator's decision. The Parties agree that the sole and exclusive venue of any suit shall be **Texas**. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

13. TRANSFERABILITY:

This Agreement is transferable to a new owner of the Structure(s) at COMPANY's discretion. If COMPANY consents to such transfer, COMPANY may charge a transfer fee and adjust the annual renewal fee.

14. TERMINATION AND OWNERSHIP OF SYSTEM COMPONENTS:

COMPANY's responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if COMPANY is prevented or delayed from fulfilling any of its duties, obligations or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control, to include, but not limited to, loss of its Authorized Operator status with Dow AgroSciences, LLC, or by the Customer's interference or refusal to provide COMPANY with access to the Service Address or Structure(s). All components of the System are and remain the property of COMPANY or Dow AgroSciences, LLC. Upon termination of this Agreement for any reason, Customer grants COMPANY or Dow AgroSciences, LLC, permission to enter the Service Address and Structure(s) to recover the System Components.

15. ENTIRE AGREEMENT AND SEVERABILITY:

This Agreement constitutes the entire agreement between the parties and no other representations or statements will be binding upon the parties. Customer further agrees that 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.

16. NON-PAYMENT:

Notwithstanding any provision within this Agreement to the contrary, COMPANY may initiate a legal action to recover all unpaid balances. In the event a collection service is utilized or legal action becomes necessary to recover any unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including attorney's fees and costs. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, COMPANY has the right to immediately terminate this Agreement.

Customer Initials: Ka