

9 YEAR PLAN



Preventative Drywood Termite Service Plan

Down Payment				
	Amount	CK Number	Cash \$	CC \$
Received at Completion				
	Amount	CK Number	Cash \$	CC \$
Mission Cust. #				

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

Purchaser LEXINGTON LAKES CONDOS Home Phone 772 781-4102 Work Phone _____
 Mailing Address _____ City _____ State _____ Zip Code _____
 Property Address 3101 SE Lexington Lakes Dr City Stuart State FL Zip Code 34994
 Description of Structure(s) Covered CONDOS / CLUBHOUSE E-Mail Address _____

Effective with the date of initial treatment and for 5 years thereafter, for the sum of \$ 94,000.00 Terminix will provide a preventative liquid treatment to control or protect against drywood termites (*Incisitermes spp.*, *Cryptoterms spp.*) in exposed wood members in the specific areas below:
 Attic Crawl Space Other: _____

This plan does not control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*, or *Coptotermes spp.*), or any other wood destroying organism. Terminix does not represent or guarantee that drywood termites will not be found at the above described property address after the initial service.

Terminix will extend this Plan annually to the Purchaser for so long as he or she may own the property for \$ 3500.00 per year payable on or before the end of the previous Plan period. After the third year, and each year thereafter, Terminix reserves the right to revise the annual renewal charge.

No charge on renewals for 6, 7, 8, 9 years after 9 years

During the term of this Plan, any further treatment found necessary will be performed free of charge. Retreatments may include wood treatment and/or fumigation at the sole determination of Terminix. Terminix will reinspect the identified property at any time the Purchaser requests it, if Terminix believes it necessary, or as otherwise required by state law. THIS AGREEMENT DOES NOT GUARANTEE AGAINST PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS, NOR PROVIDE FOR REPAIRS OR COMPENSATION THEREOF.

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PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS
 Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:

Initial cash, check or credit card down-payment of \$ 0 will be due upon acceptance of this agreement by Terminix, and 12 or 6 monthly installments of \$ 213.22 will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.

Initial 20% down-payment of \$ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.

One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.

One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS

1. SERVICE(S) PURCHASED

A. Initial Treatment or Installation and First Year's Service 77,700.00

B. Additional Annual Renewals
4 yr. (initial 2) s @ \$ 4075 16,300.00
 Subtotal (Sum A + B) = 94,000

2. TAX = _____

3. TOTAL (1 + 2) = 94,000

4. LESS \$ _____ DOWN PAYMENT ... = _____

5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT = 94,000

6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5) = 0

BALANCE TO BE PAID BY (Check One): Cash Check Money Order Credit Card

Credit Card Type: MasterCard VISA Discover AMEX Name (as it appears on credit card) _____
 Credit Card # _____ Exp. Date _____ Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alteration may require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 10-23-17, ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the above named property.

The Purchaser acknowledges that the performance of the fumigation may be assigned to a wholesale fumigation pest control company.

Purchaser's Initials _____

Mailing Address _____ City _____ State _____ Zip Code _____
 Property Address 3101 SE Lexington Lakes Dr City Stuart State FL Zip Code 34994
 Description of Structure(s) Covered CONDOS / CLUBHOUSE E-Mail Address _____

Effective with the date of initial treatment and for ~~5~~ 5 years thereafter, for the sum of \$ 94,000.00, Terminix will provide a preventative liquid treatment to control or protect against drywood termites (*Incisitermes spp.*, *Cryptotermes spp.*) in exposed wood members in the specific areas below:
 Attic Crawl Space Other: _____

This plan does not control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*, or *Coptotermes spp.*), or any other wood destroying organism. Terminix does not represent or guarantee that drywood termites will not be found at the above described property address after the initial service.

Terminix will extend this Plan annually to the Purchaser for so long as he or she may own the property for \$ 3,500.00 - 10 YR per year payable on or before the end of the previous Plan period. After the third year, and each year thereafter, Terminix reserves the right to revise the annual renewal charge.

NO CHARGE ON RENEWALS FOR YEARS 6, 7, 8, 9 AFTER 9 YEARS

During the term of this Plan, any further treatment found necessary will be performed free of charge. Retreatments may include wood treatment and/or fumigation at the sole determination of Terminix. Terminix will reinspect the identified property at any time the Purchaser requests it, if Terminix believes it necessary, or as otherwise required by state law. THIS AGREEMENT DOES ~~NOT~~ GUARANTEE AGAINST PRESENT OR FUTURE DAMAGE TO PROPERTY. ~~TERMINIX DOES NOT PROVIDE FOR REPAIRS OR COMPENSATION THEREOF.~~

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PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS

Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:

Initial cash, check or credit card down-payment of \$ 0 will be due upon acceptance of this agreement by Terminix, and 12 or 6 monthly installments of \$ 213.22 will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.

Initial 20% down-payment of \$ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.

One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.

One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS	
1. SERVICE(S) PURCHASED	
A. Initial Treatment or Installation and First Year's Service	<u>77,700.00</u>
B. Additional Annual Renewals	<u>4 yr. (limit 2) @ \$ 4075 = 16,300.00</u>
Subtotal (Sum A + B)	<u>= 94,000</u>
2. TAX	<u>=</u>
3. TOTAL (1 + 2)	<u>= 94,000</u>
4. LESS \$ _____ DOWN PAYMENT	<u>=</u>
5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT	<u>= 94,000</u>
6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5)	<u>= 0</u>
BALANCE TO BE PAID BY (Check One): <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card	

Credit Card Type: MasterCard VISA Discover AMEX Name (as it appears on credit card) _____
 Credit Card # _____ Exp. Date _____ Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alteration may require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 10-23-17, ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the above named property.

Purchaser's Initials _____

The Purchaser acknowledges that the performance of the fumigation may be assigned to a wholesale fumigation pest control company.

N/A

Purchaser's Initials _____

The initial treatment will occur within 30 days of the date of the contract and will be completed as set forth herein.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

In the event that you have any question or complaints, you may contact a Terminix representative by calling 1-800-TELLIMX (1-800-835-5869).

Purchaser LEXINGTON LAKES Date _____
 Terminix Representative (signature) [Signature] Date 10/23/17
 Terminix Representative (print name) DEAN J LAMPERT Date 10-23-17
 Terminix Address 390 NW Peacock Telephone 772 340-0055

TERMS AND CONDITIONS

1. **EXISTING DAMAGE.** Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement. Damage discovered after the effective date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before that date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.
2. **FUTURE DAMAGE. LIMITATION OF LIABILITY, IN CONSIDERATION OF THE SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM TERMINIX SHALL HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS DUTIES TO PURCHASER, (I) THE SOLE RESPONSIBILITY OF TERMINIX TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER UNDER THIS PLAN OR OTHERWISE SHALL BE TO RE-TREAT THE PROPERTY IF NECESSARY AND TO ARRANGE FOR THE NECESSARY REPAIR OR REPLACEMENT OF NEW SUBTERRANEAN TERMITE DAMAGE BY A CONTRACTOR CHOSEN BY TERMINIX AND PAY THE ENTIRE COST OF LABOR AND MATERIALS AND (II) PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER EXPRESSLY RELEASE TERMINIX FROM, AND AGREE TO INDEMNIFY TERMINIX WITH RESPECT TO ANY OTHER OBLIGATION TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER WHATSOEVER. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OR REPLACEMENT TO THE IDENTIFIED PROPERTY UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR AND/OR REPLACEMENT WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF ANY DAMAGE TO THE IDENTIFIED PROPERTY AUTOMATICALLY WITHOUT FURTHER NOTICE.**
3. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Upon completion of repairs by Purchaser, Terminix will provide additional treatment to control infestation at Purchaser's expense. Purchaser's failure to make timely repairs or purchase the additional necessary treatment will terminate the Agreement automatically without further notice. Terminix shall have no responsibility for repairs, even for damage by live termites, where water leakage exists.
4. **ADDITIONS, ALTERATIONS.** This Agreement covers the property identified on the Inspection Graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will notify Terminix prior to such addition or alteration and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual renewal charge. The failure of Terminix to notice any such changes does not release Purchaser from the obligation set forth in this paragraph.
5. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligation of Terminix to Purchaser arising out of or relating to this Agreement is to re-treat and/or to arrange for the necessary repairs or replacement of new subterranean termite damage by a contractor chosen by Terminix and pay the entire cost of labor and materials and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser for anything other than for Terminix to re-treat the identified property or pay such cost by a contractor chosen by Terminix, Purchaser shall pay all of the costs and expenses of Terminix, relating to or arising out of such claim. Purchaser must allow Terminix access to the identified property for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Agreement without further notice.
6. **DISCLAIMER.**
 - A. The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or material, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.
 - B. This Agreement provides for treatment and re-treatment for subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) only. This Agreement does not provide any treatment for drywood termites (*Kalotermes spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), formosan termites (*Coptotermes spp.*), carpenter ants, beetles, fungi or any other wood destroying organisms.
 - C. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
 - (1) any and all damage resulting from termites and/or any other wood destroying organism except as specifically provided herein.
 - (2) moisture condition, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 - (3) masonry failure or grade alterations.
 - (4) inherent structural problems, including but not limited to, wood to ground contacts.
 - (5) termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property, regardless of whether the component is a part of the identified property.
 - (6) the failure of Purchaser upon notice from Terminix to promptly cure at the Purchaser's expense any condition which prevent proper treatment or inspection or is conducive to termite infestation.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATION OF TERMINIX 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.

7. **CHANGE IN LAW.** Terminix performs its service in accordance with the law. In the event of a change in existing law as it pertains to the services herein Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
8. **CHANGE IN TERMS.** At the time of any renewal of this agreement, Terminix may change this agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this agreement. Renewal of this agreement will constitute acceptance of any such changes.
9. **NON-PAYMENT, DEFAULT.** In the case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collections shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
10. **ENTIRE AGREEMENT.** This Termite Plan, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.
11. **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.

THIS PLAN DOES NOT GUARANTEE, AND TERMINIX WILL NOT REPRESENT, THAT TERMITES WILL NOT RETURN. TERMINIX IS NOT RESPONSIBLE FOR ANY REPAIR OR REPLACEMENT TO THE IDENTIFIED PROPERTY UNLESS ARRANGED FOR BY TERMINIX OR AUTHORIZED TO BE PERFORMED IN ITS ENTIRETY IN WRITING BY AN OFFICER OF TERMINIX. ANY UNAUTHORIZED REPAIR AND/OR REPLACEMENT WILL TERMINATE THE LIABILITY OF TERMINIX FOR THE REPAIR OF ANY DAMAGE TO THE IDENTIFIED PROPERTY AUTOMATICALLY WITHOUT FURTHER NOTICE.

3. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Upon completion of repairs by Purchaser, Terminix will provide additional treatment to control infestation at Purchaser's expense. Purchaser's failure to make timely repairs or purchase the additional necessary treatment will terminate the Agreement automatically without further notice. Terminix shall have no responsibility for repairs, even for damage by live termites, where water leakage exists.

4. ADDITIONS, ALTERATIONS. This Agreement covers the property identified on the Inspection Graph as of the date of the initial treatment. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will notify Terminix prior to such addition or alteration and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual renewal charge. The failure of Terminix to notice any such changes does not release Purchaser from the obligation set forth in this paragraph.

5. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligation of Terminix to Purchaser arising out of or relating to this Agreement is to re-treat and/or to arrange for the necessary repairs or replacement of new subterranean termite damage by a contractor chosen by Terminix and pay the entire cost of labor and materials and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser for anything other than for Terminix to re-treat the identified property or pay such cost by a contractor chosen by Terminix, Purchaser shall pay all of the costs and expenses of Terminix, relating to or arising out of such claim. Purchaser must allow Terminix access to the identified property for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Agreement without further notice.

6. DISCLAIMER.

A. The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or material, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

B. This Agreement provides for treatment and re-treatment for subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) only. This Agreement does not provide any treatment for drywood termites (*Kalotermes spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), formosan termites (*Coptotermes spp.*), carpenter ants, beetles, fungi or any other wood destroying organisms.

C. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:

- (1) any and all damage resulting from termites and/or any other wood destroying organism except as specifically provided herein.
- (2) moisture condition, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
- (3) masonry failure or grade alterations.
- (4) inherent structural problems, including but not limited to, wood to ground contacts.
- (5) termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property, regardless of whether the component is a part of the identified property.
- (6) the failure of Purchaser upon notice from Terminix to promptly cure at the Purchaser's expense any condition which prevent proper treatment or inspection or is conducive to termite infestation.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATION OF TERMINIX 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.

7. CHANGE IN LAW. Terminix performs its service in accordance with the law. In the event of a change in existing law as it pertains to the services herein Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.

8. CHANGE IN TERMS. At the time of any renewal of this agreement, Terminix may change this agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this agreement. Renewal of this agreement will constitute acceptance of any such changes.

9. NON-PAYMENT, DEFAULT. In the case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collections shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

10. ENTIRE AGREEMENT. This Termite Plan, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.

11. 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.

12. MANDATORY ARBITRATION. Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.**