

**THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGE CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.**

No. 20907



J.M. Pest, Inc.  
d/b/a Orkin ("Orkin"), an independent franchise of Orkin Sys., Inc.  
Residential Single Family Dwelling

**SUBTERRANEAN TERMITE PROGRAM DAMAGE REPAIR SERVICE AGREEMENT**  
(Does Not Cover Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A COMPANY OFFICER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

**ORKIN CONTINUOUS PROTECTION PLAN**

- ORKIN LIMITED REPAIR SERVICE ("Service"):**
  - J.M. Pest, Inc., d/b/a Orkin ("Orkin"), shall treat Customer's structure for Subterranean termites using the treatment specified in the Treatment Report. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Subterranean termite infestation, Orkin will retreat that area. Otherwise, this Service is limited to the repair of new Subterranean termite damage.
  - This Service shall expire one (1) year from the date of initial treatment; however, for the first ten (10) years, the Customer has the exclusive right to renew the Service by timely payment of the annual renewal. At the end of that ten-year period, the Service may be renewed annually with the mutual consent of both parties, and, thereafter, either party may terminate the Service only at the end of a service year.
  - Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
  - The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conducive Conditions," see paragraph 9 for explanation). If any Conducive Condition exists but is not visible at the time of the execution of this Agreement, then Orkin shall not be liable for termite damage resulting from such Conducive Condition. The Customer agrees to be solely responsible for identifying and correcting Conducive Conditions. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Conducive Condition shall relieve Orkin of responsibility for repairing termite damage resulting from the Conducive Condition. In addition, existence of a Conducive Condition, that was not timely corrected, will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
  - Prior to making any structural modification or alteration or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement.
  - If new Subterranean termite damage occurs six (6) months or more after the date of the initial treatment, Orkin agrees to repair that new damage under the following conditions:
    - Orkin is not liable for any damage that is marked or otherwise indicated on the Treatment Report prepared at the time the Agreement was entered into;
    - At the time the damage is discovered, the damaged areas are infested with live Subterranean termites or there is other clear and convincing evidence that the damages occurred six (6) months or more after the date of initial treatment;
    - The Customer has promptly notified Orkin's office when the damage is discovered so that the presence of live termites in each area of damage can be confirmed;
    - The damage was not caused or contributed to by Conducive Conditions; and
    - The damage was not caused by an unreported structural alteration of the premises or the disturbance of soil in, around or under the Treated Premises.
  - Damage meeting all of the foregoing conditions shall be referred to as "Covered Damage."
  - The parties do not intend and the Agreement shall not be construed to require Orkin to perform exploratory, invasive, or destructive testing of Customer's property.
  - The parties agree and understand that Orkin will make comparable repairs to Covered Damage, but is not required to make repairs using materials that are identical to the existing materials and structure if those materials are no longer commercially available.
  - Orkin will not have any obligation to pay for or make repairs of Covered Damage, unless Orkin has had an adequate opportunity to obtain an estimate of repair costs from a professional of its choosing. Orkin will be responsible only for those repairs for which it has given prior written approval.
  - If the Customer does not comply with the above conditions, then Orkin shall have no obligation to repair any portion of the structure or its contents.
- OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Drywood Termites, Boiling Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.
- RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The first annual renewal fee will be \$2,900.00. Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. 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, WHETHER 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 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 AVAILABLE. 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 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 MANNER 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 FIRST CONTACTING EITHER PARTY AT FOUR (4) HOURS OF MEDICATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES. 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 expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of Subterranean termites or Subterranean termite damage, or for increased costs, loss of use, business interruption, diminution of value, or any "slight" damage due to the presence of Subterranean termites or Subterranean termite damage. The Customer acknowledges that Orkin is not responsible for a service or service damage repair of the type above, and except for any damage to the structure of its services, Customer waives any claims for property damage. Customer agrees that under no circumstances, with the sole exception of any claim for termite damage repairs, shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed. Nothing in this Agreement shall be construed as depriving the Customer of remedies available under applicable state consumer protection laws.
- LIMITED ASSIGNABILITY:** This Agreement is assignable as a retail only Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.
- REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal.
- CHEMICAL INFORMATION WARNING:** Virtually all pesticides have come, odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- CONDUCTIVE CONDITIONS:** Conducive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, sludge construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) if within 8 inches of the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering if within 6 inches of contact with structure.
- ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Company Officer. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 4, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 4 shall be deemed to be deleted from this Agreement.
- APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
- INSURANCE:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.
- FORCE MAJEURE:** Orkin cannot perform its obligations under this Agreement if Orkin cannot perform its responsibilities due to acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including, but not limited to, acts of war, inaccessibility of the property, strikes, unavailability of termite baits or other supplies from ordinary sources.
- TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
- MONEY BACK GUARANTEE:** IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

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

☐ Defined Post Construction Soil Treatment

☐ Comprehensive Post Construction Soil Treatment

Whitehall Homeowners Assoc. 10-18-12  
Customer Date  
SPS WhiteCircle (mailing - Unit 512)  
Street Address (Treated Premises)  
Athens Ga. 30605  
City State Zip Code  
Lois Creech 706-548-1245  
Home Phone Work Phone  
County Name Clarke Is this within the City Limits? ☐ Yes ☐ No  
Loiscreech@gmail.com  
Billing Name (if different)  
Billing Address (if different)  
City State Zip Code  
Type of structure to be treated Slab Buildings  
John MRAYOR  
Inspector Name (PRINT) Employee ID # or Certification #  
706-546-1051 706-546-1051  
Telephone Number  
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY A COMPANY OFFICER  
Company Officer's Signature Date

1. Service Purchased: Sentricon Always Active System  
a. Initial Treatment Cost: \$2,350.00  
b. Minus Adjustments: (\$2,350.00)  
c. Additional Renewal for Years: \$  
Subtotal (sum a - b + c): \$5,000.00  
2. Other Items:  
a. Sales Taxes: \$  
b. Other Fees: \$  
Subtotal (sum a + b): \$500.00  
3. TOTAL: Price (sum 1 + 2): \$5,500.00  
4. LESS: Down Payment: (\$5,000.00)  
5. Unpaid Balance (3 minus 4): \$500.00

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement

☐ CASH

☒ CHECK # 1168

☐ COMPLETE EASY PAYMENT FORM -

Unpaid Balance Must Be Financed or Due Upon Completion

1101 Old Creek Rd A-1

Street Address

Athens

City

Georgia

State

30607

Zip Code

Lois A. Creech 10-17-12

Customer's Signature Date