



TERMITE REPAIR / FORMOSAN
Sentricon Service Agreement

Mobile
(251) 639-3481

Daphne
(251) 621-1750

THIS CONTRACT PROVIDES FOR THE RETREATMENT OF THE INFESTED AREAS OF THE STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

TYPE OF TREATMENT: Sentricon System with Always Active

Purchaser Name: Karl Gustafson	Email: swedeoil@gmail.com	Account #: 36122
Service Address: 805 Captain O'Neal Drive	City: Daphne	Zip: 36526
Billing Address: 805 Captain O'Neal Drive	City: Daphne	Zip: 36526
Community / Subdivision:	Home Ph:	Cell Ph: (251) 266-8649
Builder:	Other :	

☐ See attached Alabama DOA Waiver of Minimum Requirements

SERVICE AGREEMENT

This contract includes protection against Formosan termites (coptotermes).

For the sum of \$ Pre-Paid, Southeastern will inspect, treat and repair the identified structure(s) for a period of one (1) year effective from the inception date of this Service Agreement dated 01 / 16 / 2020. This contract may be renewed annually after the first anniversary of the initial term and can be renewed for an annual renewal fee of \$ 360.00. The renewal years will be for inspection only unless live termites are found. Southeastern reserves the right to adjust the annual renewal fee each year on the anniversary date of this Contract. The annual renewal price may be subject to change on the anniversary date of this contract. This contract is void without the attached completed diagram of the structure treated.

In the event of additions or alterations to the identified property, owner/or legal representative must give prior notice and arrange with Southeastern for additional service at owner/or legal representatives expense. Such additions or alterations may also require an adjustment to the annual extension charge.

This service contract **DOES NOT PROVIDE** for protection from or treatment for any other wood destroying organisms, molds, fungus, insects or pests.

Southeastern will perform a visual inspection of readily accessible areas of the structure(s) annually for the renewal fee as set forth herein above. Southeastern will not open walls, remove floor coverings or move furniture. Customer understands that this contract will expire, if not renewed as provided herein, and Southeastern will not continue inspection and treatment of the premises unless Customer pays renewal fee of Contract and any fees set forth therein required by Southeastern.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Karl Gustafson

Owner's / or Legal Representative

805 Captain O'Neal Drive

Location of Property

Daphne, AL 36526

City State Zip

(251) 266-8649

Owner's Phone

Owner's / or Legal Representative's Signature

Accepted

Mike Hollis
Southeastern Exterminating, Inc.

January 16, 2020

Effective Date

Service Center: Daphne Office	Address: 25378 Profit Dr., Daphne, AL 36526	Phone: (251) 639-3481
Purchaser Signature:	Date:	
Southeastern Signature:	Date:	
Renewal due Date:		

Purchaser Signature:	Date:
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Southeastern Exterminating Commitment



Southeastern Exterminating Commitment. We commit to providing Premium termite & pest control solutions and to maintaining our level of service excellence for the duration of our relationship.



GENERAL TERMS AND CONDITIONS

1. SERVICE COMMITMENT

During the term(s) of this Agreement, in exchange for payment and subject to the graph and Terms and Conditions of this Agreement, Southeastern Exterminating will treat and annually inspect the graphed structure according to the Alabama Department of Agriculture and Industries (DOA) regulations. "Defined Post Construction Soil Treatment" means select areas of the structure are to be treated "as directed and permitted by a product's label directions" consistent with the requirements of the DOA regulations.

2. RETREAT COMMITMENT

During the term(s) of this Agreement and subject to the graph and Terms and Conditions, Southeastern Exterminating will provide treatment free of charge to areas of the structure in which live subterranean termites, including Formosan termites are discovered provided: (a) the termites are discovered after the Agreement date and during the Agreement term, (b) the Renewal fees have been paid on a timely basis, and (c) Purchaser has met all other Obligations as stated below. Southeastern Exterminating cannot guarantee termites will not appear or return.

3. REPAIR COMMITMENT

During the term(s) of this Agreement and subject to the graph and Terms and Conditions, Southeastern Exterminating will repair, replace, pay for or reimburse Purchaser for new actual termite damage to the structure as described on the graph drawn at the time of the Agreement date, including structural components, floor/wall coverings, and contents therein, provided (a) Southeastern Exterminating sees live subterranean, including Formosan termites and new termite damage after the Agreement date and during the term of this Agreement, (b) the renewal fees have been paid on a timely basis, (c) Southeastern Exterminating verifies the damage before alteration or destruction and authorizes the repair and cost thereof, and (d) Purchaser has met all other stated Obligations. Subject to the Terms and Conditions of this Agreement, Southeastern Exterminating offers full replacement and repair coverage up to \$1,000,000.

"New damage" is defined as actual termite damage caused by subterranean, including Formosan, termites subsequent to the date of this Agreement. If live termites are not discovered, the damage will not be considered "new" and will not be covered. Therefore, visible or hidden damage existing prior to or at the time of the Agreement will not be covered. Because such damage may be present in areas inaccessible to visual inspection, other damage may exist beyond that indicated on the graph. However, if the structure has been under a continuous Agreement with Southeastern Exterminating from the date of original construction, all covered termite damage will be considered "new" damage.

4. PURCHASER'S UNDERSTANDING OF THE PERFORMANCE OF THE SENTRICON SYSTEM

Purchaser understands the following: The Dow Sentricon System involves inspection, installation of the stations, monitoring for termite activity, colony reduction or elimination with bait (which prevents worker termites from molting) and subsequent monitoring and baiting. Several months or more should be expected between installation and colony reduction or elimination.

During that time, termite feeding within the structure should be expected to occur, causing additional structural damage. Additional services such as targeted termiticide applications are available to combat termite activity on a localized, short-term basis.

5. OWNERSHIP OF SENTRICON SYSTEM COMPONENTS

All Sentricon System components are and will remain property of Dow. Purchaser has no rights to the components, other than the right to their use as installed under this Agreement. Upon termination of this Agreement, Purchaser shall allow Southeastern Exterminating to retrieve the components for appropriate disposition. NOTE: The Sentricon System has NO residual effect and infestation is possible after the removal of the bait or the stations. If Southeastern Exterminating ceases to use the Sentricon System, Southeastern Exterminating will offer Purchaser the alternatives of using a different system of termite protection (if available) or discontinuing this Agreement without further responsibility, obligation or liability. Purchaser agrees to grant Southeastern Exterminating reasonable access to the premises for retrieval of the components. Inspections of the stations by Southeastern Exterminating is a necessary part of the system's defense against termites. Your home will not be adequately protected by Sentricon stations only.

6. TERMS AND RENEWAL

Subject to its Terms and Conditions, this year-to-year Service Agreement will be in effect for one (1) year and may be renewed annually by mutual consent in accordance with the terms of Paragraph one, Page one of this Service Agreement.

7. PURCHASER'S OBLIGATIONS

For the commitments of Southeastern Exterminating to become effective and Southeastern Exterminating obligated and liable therefore, Purchaser must fulfill the Obligations stated below. If Purchaser fails to fulfill these Obligations, Southeastern Exterminating reserves the right to terminate this Agreement in its entirety without further notice, obligation or liability on its part.

- (a) **PAYMENT FOR SERVICES.** Payment for services is due at the time of service. Southeastern Exterminating obligations under this Agreement do not begin and are conditioned upon the timely payment of all fees. Southeastern Exterminating may terminate this Agreement and all its responsibilities if payment is not received within thirty (30) days of the due date. A surcharge of \$30 will be added to returned checks and ACH withdrawals, and the highest amount by law will be charged for reversed debit/credit card charges and late payments. Should nonpayment require Southeastern Exterminating to take action to collect the debt, Purchaser agrees to pay all cost of collection, including but not limited to, collection and attorney's fees and court costs, along with an interest rate on the unpaid balance at the highest legal percentage. Any amount paid all become the property of Southeastern Exterminating as liquidated damages hereunder.
- (b) **ACCESS TO PROPERTY.** Purchaser must cooperate with Southeastern Exterminating so Southeastern Exterminating may inspect and treat. Purchaser is exclusively responsible for making property and structure accessible for inspections, treatments and repairs Southeastern Exterminating deems necessary, including removing floor coverings, wall coverings and fixtures, and any concealed, unforeseen materials or conditions, and making access safe from pet interference and escape. If Purchaser does not cooperate with Southeastern Exterminating and Southeastern Exterminating cannot timely inspect, treat or repair, Southeastern Exterminating reserves the right to terminate this Agreement in its entirety without further notice, obligation or liability on its part.
- (c) **MOISTURE CONDITIONS.** Purchaser must maintain the property free from moisture conditions such as, but not limited to, standing or leaking water, improper drainage or ventilation, faulty plumbing, dampness or condensation, or materials which absorb and hold moisture. It is Purchaser's sole responsibility to identify and repair such conditions. Upon receipt of written notification of the repair, Southeastern Exterminating will provide necessary additional treatment at Purchaser's expense. Areas where such moisture conditions exist are excluded from the warranties provided herein.
- (d) **WOOD TO GROUND CONTACT.** Purchaser agree to maintain the structure and areas adjacent thereto free from wood to ground contact less than four (4) inches above the ground, including, but not limited to, firewood, insulation, wood members other than pressure treated pilings, or any other material which would allow hidden termite entry. It is Purchaser's sole responsibility to correct such conditions. Areas where wood to ground exist are excluded from the warranties provided herein.
- (e) **ALTERATIONS/ADDITIONS.** This Agreement covers the structure described on the inspection graph at the time of the Agreement. If the structure or surrounding soil is to be modified or altered Purchaser must notify Southeastern Exterminating prior to such event and purchase treatment necessitated by the alteration. It shall not be the responsibility of Southeastern Exterminating to notice such changes. If Purchaser does not purchase treatment to protect the alteration or addition from termites, those areas will be excluded from the warranties provided herein.
- (f) **CLAIMS.** Any claim pertaining to the services by Southeastern Exterminating pursuant to this Agreement shall be made in writing to Southeastern Exterminating during the term of this Agreement.

8. RESALE ISSUANCE

Upon Purchaser's sale of the property, Southeastern Exterminating may, at its sole discretion, issue a new Service Agreement to subsequent owners, charge a processing fee, increase the Renewal Fee, and alter all or part of the Terms and Conditions.

9. DISCLAIMER/EXCLUSIONS/LIMITS OF LIABILITY

- (a) This Agreement provides for treatment of live subterranean termites and new actual termite damage repair only limited to Reticulitermes spp. and Coptotermes formosanus spp (Formosans). It does not apply nor is treatment effective against any other pest or organism, including, but not limited to, dry wood termites, fungi, mildew, molds or other wood destroying insects or organisms, and same are expressly excluded. Southeastern Exterminating is not responsible for repair of moisture damaged wood.
- (b) If Purchaser fails to timely fulfill the Obligations hereunder, Southeastern Exterminating reserves the right to void the Agreement or adjust the Renewal Fee at any time. It shall not be the responsibility of Southeastern Exterminating to advise Purchaser further of these obligations and Southeastern Exterminating shall not be responsible for treatment, replacement or repairs associated with or necessitated by Purchaser's failure to fulfill those Obligations, even if the damages are caused by active termites.
- (c) Structures with synthetic stucco (E.I.F.S.) or other siding materials which retain moisture are expressly excluded from this Agreement and Southeastern Exterminating shall not be responsible for treatment, replacement or repairs of such structures.
- (d) The Structure was not inspected or treated by Southeastern Exterminating for the presence or absence of health-related molds, mildew or fungi. Southeastern Exterminating is not qualified, authorized or licensed to inspect for health-related mold, mildew or fungi. If Purchaser seeks such Purchaser should have the structure inspected by a licensed structural expert or industrial hygienist.
- (e) Should an aerial infestation (an above ground infestation which permits termites to survive without returning to the soil) occur, Purchaser, at Purchaser's expense, must make access to allow for treatment and pay for said treatment. The damage repair provisions herein shall not apply to damage caused by an aerial infestation and Southeastern Exterminating shall not be responsible for the replacement or repairs associated with such an infestation.
- (f) Southeastern Exterminating reserves the right to adjust the Renewal Fee or terminate this Agreement and its responsibilities and liabilities hereunder, should Southeastern Exterminating be hindered or prevented from fulfilling its obligations by circumstances reasonably beyond its control, including, but not limited to, Acts of God, war, terrorism, changes in law or regulations, strikes, embargos, shortages or increase costs of fuels or materials, or Purchaser's failure to cooperate with the services Southeastern Exterminating deems appropriate.
- (g) Southeastern Exterminating will take every effort while performing its work to avoid damaging Purchaser's property, plants and animals. Purchaser should understand utility pipes and lines (water, gas, sewer, heating, electrical, etc.) may be hit when drilling for subterranean termites and should take the appropriate precautions. If a utility pipe or line is hit and damaged, the total expense will be the responsibility of the Purchaser.
- (h) Southeastern Exterminating shall have no responsibility or liability for side effects, injury, or illness caused by the manufacturer's product or products' odors. Upon request, Southeastern Exterminating will provide the Purchaser with a copy of the applicable product label.
- (i) TO THE FULLEST EXTENT PERMITTED BY LAW, SOUTHEASTERN EXTERMINATING WILL NOT BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF USE, LOSS OF INCOME OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING FROM THIS SERVICE AGREEMENT OR OTHERWISE. SOUTHEASTERN EXTERMINATING SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. SOUTHEASTERN EXTERMINATING WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS AND WILL NOT BE LIABLE FOR NON ECONOMIC DAMAGES, DIMINUTION OF GOODWILL OR LOSS TO REPUTATION ARISING FROM THE PERFORMANCE OF THIS AGREEMENT, FROM ANY BREACH OF THIS AGREEMENT, OR FROM ANY OTHER CAUSE WHATSOEVER. THE EXCLUSIVE REMEDY OF THE BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID OR THE REPAIR OF THE TERMITE DAMAGE, WHICHEVER IS GREATER. THE LIMITATIONS SET FORTH IN THIS AGREEMENT REGARDING THE LIABILITY OF SOUTHEASTERN EXTERMINATING SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SPECIFIED ABOVE.

No agents of Southeastern Exterminating are authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. Except as to those limitations of liability, no persons other than the contracting party shall be deemed to be third party beneficiaries of this Agreement. Liability of Southeastern Exterminating is limited to the term of the agreement and any renewal thereof.

10. AGREEMENT ALTERATION SEVERABILITY

This Agreement and the attached graph constitutes the parties' complete Agreement and it may not be changed or altered oral or otherwise, without prior authorized written and signed consent of both parties. If any part of this Agreement is held to be invalid or unenforceable, the remaining Terms and Conditions will remain in full force and effect.

11. CHOICE OF LAW

This Agreement shall be constructed and enforced in accordance with the laws and regulations of the State in which the structure is located as they exist at the time this Agreement is executed. Should any law or regulation change regarding the services or treatment provided by Southeastern Exterminating hereunder, Southeastern Exterminating may take the necessary steps to comply.



TERMITE REPAIR / FORMOSAN
Sentricon Service Agreement

Mobile
(251) 639-3481

Daphne
(251) 621-1750

THIS CONTRACT PROVIDES FOR THE RETREATMENT OF THE INFESTED AREAS OF THE STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

TYPE OF TREATMENT: Sentricon System with Always Active

Purchaser Name: Karl Gustafson	Email:	Account #:36122
Service Address: 805 Captain O'Neal Drive	City: Daphne	Zip: 36526
Billing Address: 805 Captain O'Neal Drive	City: Daphne	Zip: 36526
Community / Subdivision:	Home Ph:	Cell Ph: (251) 266-8649
Builder:	Other :	

☐ See attached Alabama DOA Waiver of Minimum Requirements

SERVICE AGREEMENT

This contract includes protection against Formosan termites (coptotermes).

For the sum of \$ Pre-Paid, Southeastern will inspect, treat and repair the identified structure(s) for a period of one (1) year effective from the inception date of this Service Agreement dated 01 / 16 / 2020. This contract may be renewed annually after the first anniversary of the initial term and can be renewed for up to five (5) years, as specified below, for an annual renewal fee of \$ 325.00 360. The renewal years will be for inspection only unless live termites are found. Southeastern reserves the right to adjust the annual renewal fee each year on the anniversary date of this Contract. This contract is void without the attached completed diagram of the structure treated.

In the event of additions or alterations to the identified property, owner/or legal representative must give prior notice and arrange with Southeastern for additional service at owner/or legal representatives expense. Such additions or alterations may also require an adjustment to the annual extension charge.

This service contract **DOES NOT PROVIDE** for protection from or treatment for any other wood destroying organisms, molds, fungus, insects or pests.

Southeastern will perform a visual inspection of readily accessible areas of the structure(s) annually for the renewal fee as set forth hereinabove. Southeastern will not open walls, remove floor coverings or move furniture. Customer understands that, upon the anniversary of the 6th year, this contract will expire, if not cancelled earlier as provided herein, and Southeastern will not continue inspection and treatment of the premises unless Customer executes a new Contract and pays any fees set forth therein required by Southeastern.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Karl Gustafson

Owner's / or Legal Representative

805 Captain O'Neal Drive

Location of Property

Daphne, AL. 36526

City State Zip

(251) 266-8649

Owner's Phone

Owner's / or Legal Representative's Signature

Accepted

[Signature]
Southeastern Exterminating, Inc.

January 16, 20 20

Effective Date

Service Center: Daphne Office	Address: 25378 Profit Drive, Daphne, AL 36526	Phone: (251) 639-3481
Purchaser Signature:	Date:	
Southeastern Signature:	Date:	
Renewal due Date:		

Purchaser Signature:

Date:

Southeastern Exterminating Commitment



Southeastern Exterminating Commitment. We commit to providing Premium termite & pest control solutions and to maintaining our level of service excellence for the duration of our relationship.



GENERAL TERMS AND CONDITIONS

1. SERVICE COMMITMENT

During the term(s) of this Agreement, in exchange for payment and subject to the graph and Terms and Conditions of this Agreement, Southeastern Exterminating will treat and annually inspect the graphed structure according to the Alabama Department of Agriculture and Industries (DOA) regulations. "Defined Post Construction Soil Treatment" means select areas of the structure are to be treated "as directed and permitted by a product's label directions" consistent with the requirements of the DOA regulations.

2. RETREAT COMMITMENT

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3. REPAIR COMMITMENT

During the term(s) of this Agreement and subject to the graph and Terms and Conditions, Southeastern Exterminating will repair, replace, pay for or reimburse Purchaser for new actual termite damage to the structure as described on the graph drawn at the time of the Agreement date, including structural components, floor/wall coverings, and contents therein, provided (a) Southeastern Exterminating sees live subterranean, including Formosan termites and new termite damage after the Agreement date and during the term of this Agreement, (b) the renewal fees have been paid on a timely basis, (c) Southeastern Exterminating verifies the damage before alteration or destruction and authorizes the repair and cost thereof, and (d) Purchaser has met all other stated Obligations. Subject to the Terms and Conditions of this Agreement, Southeastern Exterminating offers full replacement and repair coverage up to \$1,000,000.

"New damage" is defined as actual termite damage caused by subterranean, including Formosan, termites subsequent to the date of this Agreement. If live termites are not discovered, the damage will not be considered "new" and will not be covered. Therefore, visible or hidden damage existing prior to or at the time of the Agreement will not be covered. Because such damage may be present in areas inaccessible to visual inspection, other damage may exist beyond that indicated on the graph. However, if the structure has been under a continuous Agreement with Southeastern Exterminating from the date of original construction, all covered termite damage will be considered "new" damage.

4. PURCHASER'S UNDERSTANDING OF THE PERFORMANCE OF THE SENTRICON SYSTEM

Purchaser understands the following: The Dow Sentricon System involves inspection, installation of the stations, monitoring for termite activity, colony reduction or elimination with bait (which prevents worker termites from molting) and subsequent monitoring and baiting. Several months or more should be expected between installation and colony reduction or elimination. During that time, termite feeding within the structure should be expected to occur, causing additional structural damage. Additional services such as targeted termiticide applications are available to combat termite activity on a localized, short-term basis.

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6. TERMS AND RENEWAL

Subject to its Terms and Conditions, this year-to-year Service Agreement will be in effect for one (1) year and may be renewed annually by mutual consent for up five (5) years from the date of this Agreement.

7. PURCHASER'S OBLIGATIONS

For the commitments of Southeastern Exterminating to become effective and Southeastern Exterminating obligated and liable therefore, Purchaser must fulfill the Obligations stated below. If Purchaser fails to fulfill these Obligations, Southeastern Exterminating reserves the right to terminate this Agreement in its entirety without further notice, obligation or liability on its part.

- PAYMENT FOR SERVICES.** Payment for services is due at the time of service. Southeastern Exterminating obligations under this Agreement do not begin and are conditioned upon the timely payment of all fees. Southeastern Exterminating may terminate this Agreement and all its responsibilities if payment is not received within thirty (30) days of the due date. A surcharge of \$30 will be added to returned checks and ACH withdrawals, and the highest amount by law will be charged for reversed debit/credit card charges and late payments. Should nonpayment require Southeastern Exterminating to take action to collect the debt, Purchaser agrees to pay all cost of collection, including but not limited to, collection and attorney's fees and court costs, along with an interest rate on the unpaid balance at the highest legal percentage. Any amount paid all become the property of Southeastern Exterminating as liquidated damages hereunder.
- ACCESS TO PROPERTY.** Purchaser must cooperate with Southeastern Exterminating so Southeastern Exterminating may inspect and treat. Purchaser is exclusively responsible for making property and structure accessible for inspections, treatments and repairs Southeastern Exterminating deems necessary, including removing floor coverings, wall coverings and fixtures, and any concealed, unforeseen materials or conditions, and making access safe from pet interference and escape. If Purchaser does not cooperate with Southeastern Exterminating and Southeastern Exterminating cannot timely inspect, treat or repair, Southeastern Exterminating reserves the right to terminate this Agreement in its entirety without further notice, obligation or liability on its part.
- MOISTURE CONDITIONS.** Purchaser must maintain the property free from moisture conditions such as, but not limited to, standing or leaking water, improper drainage or ventilation, faulty plumbing, dampness or condensation, or materials which absorb and hold moisture. It is Purchaser's sole responsibility to identify and repair such conditions. Upon receipt of written notification of the repair, Southeastern Exterminating will provide necessary additional treatment at Purchaser's expense. Areas where such moisture conditions exist are excluded from the warranties provided herein.
- WOOD TO GROUND CONTACT.** Purchaser agree to maintain the structure and areas adjacent thereto free from wood to ground contact less than four (4) inches above the ground, including, but not limited to, firewood, insulation, wood members other than pressure treated pilings, or any other material which would allow hidden termite entry. It is Purchaser's sole responsibility to correct such conditions. Areas where wood to ground exist are excluded from the warranties provided herein.
- ALTERATIONS/ADDITIONS.** This Agreement covers the structure described on the inspection graph at the time of the Agreement. If the structure or surrounding soil is to be modified or altered Purchaser must notify Southeastern Exterminating prior to such event and purchase treatment necessitated by the alteration. It shall not be the responsibility of Southeastern Exterminating to notice such changes. If Purchaser does not purchase treatment to protect the alteration or addition from termites, those areas will be excluded from the warranties provided herein.
- CLAIMS.** Any claim pertaining to the services by Southeastern Exterminating pursuant to this Agreement shall be made in writing to Southeastern Exterminating during the term of this Agreement.

8. RESALE ISSUANCE

Upon Purchaser's sale of the property, Southeastern Exterminating may, at its sole discretion, issue a new Service Agreement to subsequent owners, charge a processing fee, increase the Renewal Fee, and alter all or part of the Terms and Conditions.

9. DISCLAIMER/EXCLUSIONS/LIMITS OF LIABILITY

- This Agreement provides for treatment of live subterranean termites and new actual termite damage repair only limited to *Reticulitermes* spp. and *Coptotermes formosanus* spp (Formosans). It does not apply nor is treatment effective against any other pest or organism, including, but not limited to, dry wood termites, fungi, mildew, molds or other wood destroying insects or organisms, and same are expressly excluded. Southeastern Exterminating is not responsible for repair of moisture damaged wood.
- If Purchaser fails to timely fulfill the Obligations hereunder, Southeastern Exterminating reserves the right to void the Agreement or adjust the Renewal Fee at any time. It shall not be the responsibility of Southeastern Exterminating to advise Purchaser further of these obligations and Southeastern Exterminating shall not be responsible for treatment, replacement or repairs associated with or necessitated by Purchaser's failure to fulfill those Obligations, even if the damages are caused by active termites.
- Structures with synthetic stucco (E.I.F.S.) or other siding materials which retain moisture are expressly excluded from this Agreement and Southeastern Exterminating shall not be responsible for treatment, replacement or repairs of such structures.
- The Structure was not inspected or treated by Southeastern Exterminating for the presence or absence of health-related molds, mildew or fungi. Southeastern Exterminating is not qualified, authorized or licensed to inspect for health-related mold, mildew or fungi. If Purchaser seeks such Purchaser should have the structure inspected by a licensed structural expert or industrial hygienist.
- Should an aerial infestation (an above ground infestation which permits termites to survive without returning to the soil) occur, Purchaser, at Purchaser's expense, must make access to allow for treatment and pay for said treatment. The damage repair provisions herein shall not apply to damage caused by an aerial infestation and Southeastern Exterminating shall not be responsible for the replacement or repairs associated with such an infestation.
- Southeastern Exterminating reserves the right to adjust the Renewal Fee or terminate this Agreement and its responsibilities and liabilities hereunder, should Southeastern Exterminating be hindered or prevented from fulfilling its obligations by circumstances reasonably beyond its control, including, but not limited to, Acts of God, war, terrorism, changes in law or regulations, strikes, embargos, shortages or increase costs of fuels or materials, or Purchaser's failure to cooperate with the services Southeastern Exterminating deems appropriate.
- Southeastern Exterminating will take every effort while performing its work to avoid damaging Purchaser's property, plants and animals. Purchaser should understand utility pipes and lines (water, gas, sewer, heating, electrical, etc.) may be hit when drilling for subterranean termites and should take the appropriate precautions. If a utility pipe or line is hit and damaged, the total expense will be the responsibility of the Purchaser.
- Southeastern Exterminating shall have no responsibility or liability for side effects, injury, or illness caused by the manufacturer's product or products' odors. Upon request, Southeastern Exterminating will provide the Purchaser with a copy of the applicable product label.
- TO THE FULLEST EXTENT PERMITTED BY LAW, SOUTHEASTERN EXTERMINATING WILL NOT BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE; LOSS OF USE, LOSS OF INCOME OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING FROM THIS SERVICE AGREEMENT OR OTHERWISE. SOUTHEASTERN EXTERMINATING SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. SOUTHEASTERN EXTERMINATING WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS AND WILL NOT BE LIABLE FOR NON ECONOMIC DAMAGES, DIMINUTION OF GOODWILL OR LOSS TO REPUTATION ARISING FROM THE PERFORMANCE OF THIS AGREEMENT, FROM ANY BREACH OF THIS AGREEMENT, OR FROM ANY OTHER CAUSE WHATSOEVER. THE EXCLUSIVE REMEDY OF THE BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID OR THE REPAIR OF THE TERMITE DAMAGE, WHICHEVER IS GREATER. THE LIMITATIONS SET FORTH IN THIS AGREEMENT REGARDING THE LIABILITY OF SOUTHEASTERN EXTERMINATING SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SPECIFIED ABOVE.

No agents of Southeastern Exterminating are authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. Except as to those limitations of liability, no persons other than the contracting party shall be deemed to be third party beneficiaries of this Agreement. Liability of Southeastern Exterminating is limited to the term of the agreement and any renewal thereof.

10. AGREEMENT ALTERATION SEVERABILITY

This Agreement and the attached graph constitutes the parties' complete Agreement and it may not be changed or altered oral or otherwise, without prior authorized written and signed consent of both parties. If any part of this Agreement is held to be invalid or unenforceable, the remaining Terms and Conditions will remain in full force and effect.

11. CHOICE OF LAW

This Agreement shall be constructed and enforced in accordance with the laws and regulations of the State in which the structure is located as they exist at the time this Agreement is executed. Should any law or regulation change regarding the services or treatment provided by Southeastern Exterminating hereunder, Southeastern Exterminating may take the necessary steps to comply.