

SENTRICON RETREATMENT CONTRACT



Pest & Termite Control

18598 CO. RD. 26 FOLEY, AL 36535
Phone: 251-943-8166
www.BeebesPest.com

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES.

DATE: 6/21/2023

CUSTOMER (PROPERTY OWNER): Earl Kellam

BILLING ADDRESS: 126 Durnford Hill Ct

CITY: Daphne STATE: AL ZIP CODE: 36526

PHYSICAL ADDRESS OF STRUCTURE(S) BEING INSPECTED AND TREATED: 126 Durnford Hill Ct

CITY: Daphne STATE: AL ZIP CODE: 36526

CELL PHONE/HOME NO: 251-648-0134 EMAIL: fastdog987@wmconnect.com

TYPE OF STRUCTURE INSPECTED AND TREATED: Single Family Dwelling

WAIVER APPLICABLE AND ISSUED: ☐ Yes ☒ No

GENERAL CONDITIONS

This Contract between BEEBE'S Pest & Termite Control, Inc. (hereinafter "BEEBE'S") and Customer covers only the primary structure listed above. (No fences, detached garages, out-buildings or decks or other building or construction at the above address are covered by this Contract unless specified in writing and shown on the diagram.) NOTE: All references to termites apply only to Native Eastern Subterranean Termites and Formosan Termites. This Contract does not control or protect against any aerial (above ground) infestations of any kind, such as but not limited to, dry wood, damp wood, Formosan and Native Eastern Subterranean Termites (*Kaloterms*, *Iscoditermes*, *Reticulitermes flavipes*, *Coptotermes formosanus*, *Cryptotermes*, carpenter ants, powder post beetles, or wood boring beetles. This Contract does not provide for protection from or treatment of any other wood destroying organism, mold, fungus, insect or pest.

For the sum of \$ 1755.00 Paid BEEBE'S will provide the necessary service to protect the identified structure(s) against the infestation of Native Eastern Subterranean Termites and/or Formosan termites. This Contract does not cover any infestation of, or damage by, any other wood destroying organism other than those identified hereinabove. THIS CONTRACT IS VOID WITHOUT AN ATTACHED COMPLETED DIAGRAM OF THE TREATED STRUCTURE. This Contract may be renewed annually, as specified in Terms and Conditions (3). The annual renewal fee may be adjusted after the second (2nd) year of the contract, at the sole discretion of BEEBE'S. Customer understands that BEEBE'S liability under this Contract is limited to as set forth below, and in no way, implied or otherwise, is BEEBE'S responsible for damage to or repairs of the structure(s) or contents that are not covered herein.

INITIAL PAYMENT: \$ 1755.00 Paid OR \$ _____ a month for _____ months. To be paid by the _____ of each month

TREATMENT CONDITIONS

Service Commitment BEEBE'S will install, monitor and service all Sentricon® Always Active treatment tubes, in compliance with all applicable federal, state and local laws, rules, and regulations, and all applicable recommendations contained in literature provided by Corteva Agriscience™.

Customer Understanding of Performance of the Sentricon® Always Active System. The customer understands that:

- The Sentricon® Always Active System involves initial installation and monitoring, colony elimination with Sentricon® Always Active termite bait, and annual monitoring for continuous protection from new termite colonies.
- Intervals from a few weeks to several months should be expected between (a). Installation of the Sentricon® Always Active stations and enough termite activity to allow additions of Sentricon® Always Active termite bait; and (b). addition of Sentricon® Always Active termite bait and complete elimination of the termite colony.
- During the interval(s) between installation of the Sentricon® Always Active stations and complete elimination of existing termite colonies, termite feeding within the structure possibly involving additional structural damage, should be expected to occur. Additional services such as spot applications of conventional termiticides are available to combat termite activity on localized, short-term basis if desired but are not needed for and will not contribute to termite colony elimination.

Corteva Agriscience™ Ownership of Sentricon® Always Active System Components. The Customer also understands that:

- Customer has no right to any of the Components, other than the right to their use as installed by BEEBE'S on the Customer's premises under this Contract.

- On expiration or termination of the Contract, BEEBE'S or its representatives are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposal.

- If BEEBE'S for whatever reason, ceases to represent or to be authorized to represent, the Sentricon® Always Active System,

- BEEBE'S will
 - notify the Customer;
 - offer the Customer the alternatives or either using a different form of termite protection or discontinuing this relationship; and
 - retrieve, or advise its representatives where to retrieve, the Components from the Customer's premises; and
- The Customer will
 - grant BEEBE'S or its representatives' reasonable access to the premises for the retrieval of the Components; and
 - either agree with BEEBE'S on the use of a different form of termite control or elect to discontinue this relationship.

In the event the premises are structurally modified, altered, or otherwise changed, or if the Sentricon® Always Active Stations are removed or damaged by no fault of BEEBE'S this Contract coverage shall automatically terminate. The Contract coverage may be reinstated upon replacement of damaged Stations or installation of additional stations as appropriate, and the payment of additional fees incurred as a result of station replacement or addition.

BEEBE'S may determine a liquid treatment is necessary to facilitate and/or control an active infestation in the treated structure. BEEBE'S will perform that treatment in accordance with the manufacturing label and requirements established by federal and state law as well as applicable regulations. This treatment will be done at no additional charge to the Customer.

BEEBE'S AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS

- SELECTION OF TREATMENT**
BEEBE'S agrees to install and monitor Sentricon Always Active bait stations to the property listed above. BEEBE'S will apply Sentricon Always Active bait to the property above. Such treatment will be accordance with the directions of the manufactures of the chemicals, U.S. EPA approved labels and the requirements of federal and state laws and regulations.
- PERFORMING THE WORK**
BEEBE'S agrees to perform in a workman-like manner. BEEBE'S will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants, animals, irrigation, communication cable, etc. Under no circumstance or conditions shall BEEBE'S be responsible for damage caused by BEEBE'S at the time the work is performed.
- RENEWAL FEE & INSPECTION**
BEEBE'S will perform a visual inspection of the structure(s) annually for a renewal fee of \$ 355.00. The inspection will be of readily accessible areas only. BEEBE'S will not open walls, remove floor coverings or move furniture. This Contract will renew on an annual basis unless either party gives notice in writing, at least thirty (30) days prior to anniversary date, of its election not to renew the Contract.

The renewal fee will remain fixed at the rate quoted above for the first two (2) years of the contract. BEEBE'S reserves the right to adjust the renewal annually thereafter. Customer shall have the right to terminate the Contract, notwithstanding the thirty (30) day written notice requirement, upon receipt of BEEBE'S notice of increase in your annual renewal fee. BEEBE'S has the right to cancel the Contract at the conclusion of the second (2) year, notwithstanding the thirty (30) day written notice requirement, or, upon mutual agreement between BEEBE'S and Customer enter into a new Contract for additional fees and services.

4. **CONDITIONS CONDUCTIVE TO INFESTATION**

Customer warrants full cooperation with BEEBE'S during the term of this Contract and agrees to maintain the treated area(s) free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, or standing water under pier type structure. Customer also agrees to notify BEEBE'S of and to eliminate faulty plumbing, leaks, and dampness from drains, condensation, or leaks from the roof or otherwise into, onto, or under said area(s) treated. BEEBE'S reserves the right to terminate the Contract if Customer fails to correct any condition, including, but not limited to the conditions listed above, which contribute or may contribute to infestation. BEEBE'S is not responsible for any damage caused to structure(s) treated as a result of any said conditions. BEEBE'S shall be released from any further obligation under the Contract upon notice of termination to Customer. Failure of BEEBE'S to note herein any of the above conditions to Customer does not alter Customer's responsibility under this paragraph or waive BEEBE'S right to terminate this Contract.

5. **SPECIFIC EXCLUSIONS**

This agreement does not cover, and BEEBE'S will not be responsible for the following: damage resulting from moisture conditions, including but not limited to mold, whether visible or not. Damage resulting from wood in direct contact with soil, whether visible or not. Damage resulting from stucco, synthetic stucco, EIFS, and/or rigid foam board and/or expanded material in contact with soil and/or covering. Personal expenses such as lodging, meals, transportation, etc. Incurred as result of treatment, retreatment, and/or damage repair.

6. **ADDITIONS OR ALTERATIONS**

This Contract covers the structure(s) identified above as of the date of the initial treatment. Prior to the structure(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, Customer will immediately notify BEEBE'S in writing. Such additions may result in the need for additional treatment of the premises. BEEBE'S reserves the right to terminate this Contract if Customer fails to notify BEEBE'S of any modification, alteration or change to any structure(s) or soil around the foundation of any structure(s). Additional services because of any addition or alteration shall be provided by BEEBE'S at Customer's expense and may require an adjustment in the annual renewal fee at the option of BEEBE'S.

7. **NON-PAYMENT**

Customer agrees to pay BEEBE'S invoices upon receipt. BEEBE'S reserves the right to terminate this Contract if payment is not received within thirty (30) days of the date of invoice. In the event legal action is necessary to collect any amount due BEEBE'S, BEEBE'S shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amounts due to BEEBE'S. In addition, interest at a rate of 2% per month, being 24% annually or highest rate allowed by applicable law will be assessed on any past due amounts by Customers until paid.

8. **CHANGE IN LAW**

This Contract shall be interpreted, regulated, and passed on judicially in accordance with applicable federal, state, and local laws and regulations as they exist at the time this Contract is executed. Should any federal, state, or local law or regulation change regarding the BEEBE'S services or treatment, BEEBE'S is authorized to take whatever steps are necessary to follow said laws.

9. **DAMAGE**

BEEBE'S is not responsible for the repair of any damage (noted on attached diagram) or of hidden damage existing as of the date of this Contract. The attached diagram covers only those areas that were visible, accessible and unobstructed at the time of inspection and does not cover areas such as, but not limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, ceilings, furniture, equipment, appliances, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure. Because damage may be present in areas which are inaccessible to a visual inspection, BEEBE'S does not guarantee that the damage disclosed on the attached diagram represents all the existing damage as of the date of this Contract. The diagram is not to scale and for this Contract is for informational purposes only. BEEBE'S shall not be responsible for the repair of any termite or any other damage associated with subterranean termites or any other wood destroying organisms under any circumstances. BEEBE'S is only responsible for retreating the areas of infestation in accordance with the chemical label instructions and/or any rules, regulations, or other requirements under Federal, State or local laws. Customer fully understands and accepts that this Contract does not carry any obligation on the part of BEEBE'S to repair any termite damage to the covered property. BEEBE'S is not responsible for: (1) any past or existing damage to the structure(s) or its contents at the date of the Contract caused by wood-destroying organisms or insects, whether visible or hidden, or (2) any costs or expenses incurred by Customer as a result of such damage, or (3) any damage caused by or related to any of the conditions described in Terms and Conditions (4) above, any new damage occurring after the issuance of this Contract. Should an infestation of Native Eastern Subterranean termites appear and infest the structure(s) and are confirmed by a representative of BEEBE'S, BEEBE'S agrees to provide a remedial full or spot treatment of the infested area of the structure(s). Such remedial treatment shall be the only duty of BEEBE'S and the sole remedy of the Customer.

10. **NOTICE OF CLAIMS, ACCESS TO PROPERTY**

Any claim under the terms of the Contract must be made immediately in writing to BEEBE'S. BEEBE'S is only obligated to perform under this Contract if the Customer allows BEEBE'S access to the identified structure for any purpose contemplated by the Contract, including but not limited to reinspection, whether the inspection was requested or considered necessary by the Customer or required by the Contract and requested or considered necessary by BEEBE'S.

11. **ENTIRE CONTRACT**

Attachment(s), if any, together with this Contract signed by BEEBE'S and Customer at the time the Contract is entered into, constitutes the entire Contract between the parties and no other representations or statements, whether oral or written, will be binding upon the parties.

12. **DISCLAIMER**

A. BEEBE'S liability under this Contract will be terminated if BEEBE'S is prevented from fulfilling its responsibilities under the terms of this Contract by circumstances or causes beyond the control of BEEBE'S.
B. This contract specifically excludes protection from any aerial or Formosan Termites, or any other infestation listed. THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE SPECIFICALLY STATED HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
C. BEEBE'S refuses any liability for special, incidental, or consequential damage.

13. **TRANSFERABILITY**

This Contract shall terminate upon transfer of ownership of the described structure(s). A new Contract may be issued by BEEBE'S, to a new Purchaser provided the new Purchaser signs a Contract as Purchaser and signs a diagram showing condition of structure(s) at transfer, a fee is paid to cover administrative costs of transfer.

14. **TERMINATION**

BEEBE'S liability under this Contract shall be terminated and BEEBE'S will be excused from the performance of any obligations under this Contract should BEEBE'S be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond its control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God or refusal of Customer to allow BEEBE'S access to the structure(s) for the purpose of reinspection or carrying out the terms and conditions of this Contract.

15. **SEVERABILITY**

If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.

16. **WAIVER OF MINIMUM STANDARDS**

If it becomes impossible or impractical for BEEBE'S to treat one or more areas of the structure, in its discretion, in accordance with the minimum requirements for the control of subterranean termites as outlined by the rules and regulations promulgated by the Alabama Department of Agriculture and Industries (ADAI), BEEBE'S will issue a fully executed and signed official state of Alabama waiver of minimum standards forms to the Customer.

17. **SPRAY FOAM INSULATION, ENCAPSULATED CRAWL SPACES**

If Customer has or installs spray foam insulation and/or encapsulation to the structure listed on this contract rendering areas inaccessible to inspection; this Contract becomes **VOIDABLE** at the discretion of BEEBE'S. BEEBE'S will not be held liable for any damages arising from or related to infestations that result due to the inability to inspect areas of the property due to spray foam insulation and/or encapsulation in crawl spaces, attics, walls, etc. It is the Customer's Duty to Inform BEEBE'S in writing of any spray foam insulation and/or encapsulation prior to such work being performed.

18. **CHEMICAL SENSITIVITY**

If Customer or other occupants of the structure(s) or adjacent building believe they are or may be sensitive to pesticides/termicides or their odors, Customer must notify BEEBE'S in writing, in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. BEEBE'S reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide written notification represents Customer's assumption of risk and waiver of any claims against BEEBE'S in connection with such sensitivity.

19. **CHOICE OF LAW AND FORUM**

This Contract shall be constructed and enforced in accordance with the laws of the State of Alabama. Customer agrees that any dispute with BEEBE'S shall be filed and litigated in the applicable Court in Baldwin County, Alabama.

Additional Comments:

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract with all its terms and conditions without limitations, and it being specifically understood that BEEBE'S and the undersigned are bound only by the terms of this Contract and not by any other representation(s) oral or otherwise. Customer agrees to accept service agreements, service tickets and/or treatment records via electronic mail. As the buyer you have a right to cancel this transaction at any time prior to midnight of the third (3rd) business day after the date of the transaction. If transaction is canceled before the third (3rd) business day, the Customer will be charged a \$75.00-dollar non-refundable processing fee. You agree to waive this right to cancel this transaction if the service is performed before the cancellation deadline.

9/9/2026
DATE

EARL H Kellam Jr
PRINT CUSTOMER NAME

Earl H Kellam Jr
CUSTOMER SIGNATURE

9/9/2026
DATE

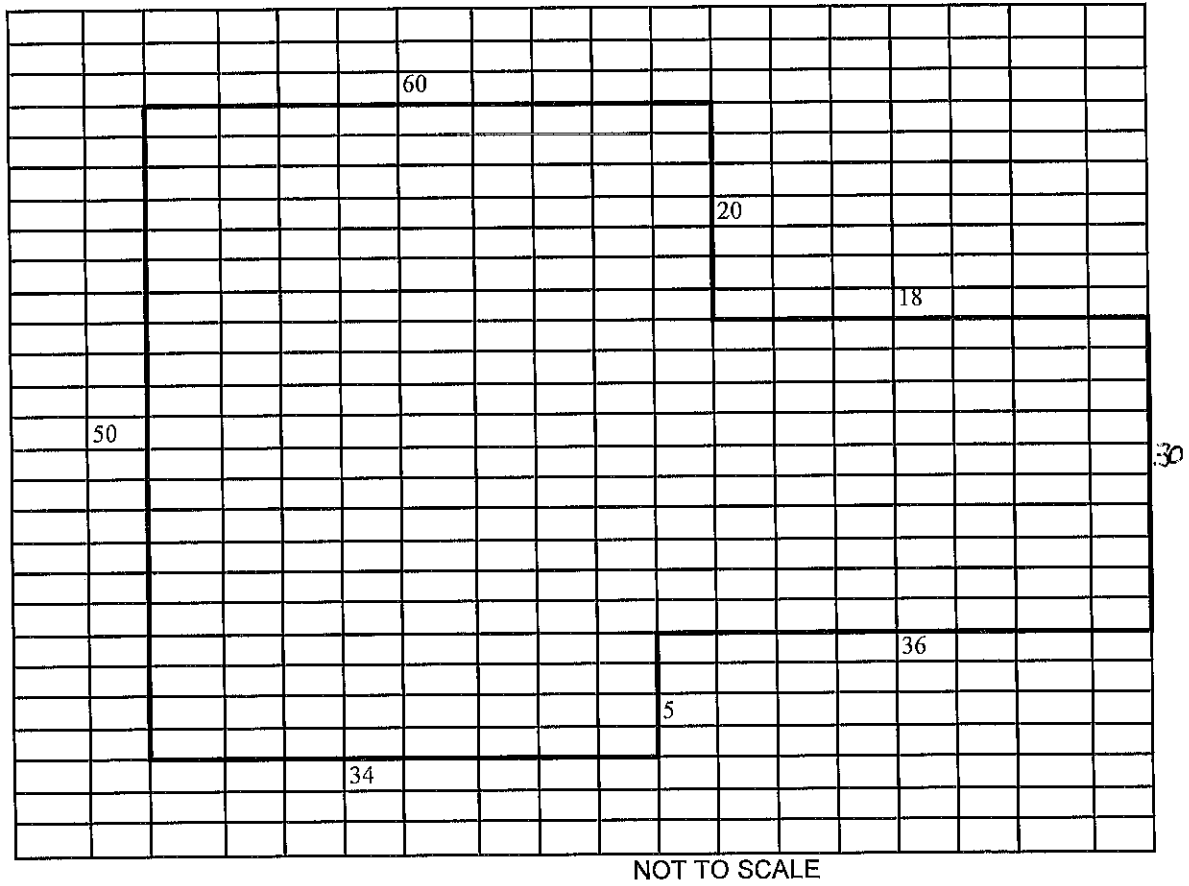
Barney Beebe
PRINT BEEBE'S REPRESENTATIVE NAME

Barney Beebe
BEEBE'S REPRESENTATIVE SIGNATURE

DIAGRAM OF PREMISES

ADDRESS:

126 Durnford Hill Ct
Daphne, AL 36526



Additional Comments: