

**This contract provides for retreatment of the infested areas of the covered structure(s) and the repair of damage caused by subterranean termites only within the limits stated in this contract.**



**SENTRICON\* SYSTEM SERVICE AGREEMENT  
DAMAGE REPAIR & RETREAT GUARANTEE  
for Subterranean Termites**

Source Code: Bb/sign

Kenneth Allison  
Account Name- First Last  
119 Durby Ln  
Service Address  
Foley AL Apt/Bldg # 36535-5503  
City State Zip Code  
251-391-5412 251-000-0000  
Best Contact Number Other Phone

119 Durby Ln  
Billing Address Apt/Bldg #  
Foley AL 36535-5503  
City State Zip Code  
251-391-5412 251-000-0000  
Billing Phone Office Phone  
Kennyp3@gmail.com  
Email Address

- TYPE OF STRUCTURE:  RESIDENTIAL  COMMERCIAL  MULTI-UNIT- BLDGS. #: \_\_\_\_\_  
 STRUCTURES FOR SERVICE:  MAIN DWELLING  OTHER: \_\_\_\_\_  
 TYPE OF INITIAL TREATMENT:  POST-CONSTRUCTION  NEW CONSTRUCTION  OTHER: \_\_\_\_\_  
 PURPOSE OF SERVICE:  PREVENTION  PRESUMPTIVE EVIDENCE  EXISTING INFESTATION

**INITIAL INVESTMENT**

Initial Cost.....\$ 999  
Other Fees, Coupon.....\$ \_\_\_\_\_  
Sales Tax.....\$ -100  
TOTAL INITIAL COST.....\$ 899

METHOD OF PAYMENT:  Check  Cash  Credit Card  
Renewal Maintenance Fee \$300  
Renewal Frequency  Monthly  Quarterly  Annually

**UPON RECEIVING FULL PAYMENT AND COMPLETING THE INITIAL SERVICE THE COMPANY WILL PROVIDE A DAMAGE REPAIR & RETREAT GUARANTEE FOR TERMITES AS SPECIFIED AND DESCRIBED IN THE PROVISIONS, TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS AGREEMENT, WHICH WILL PROVIDE A DETAILED EXPLANATION OF THE GUARANTEE ALONG WITH ALL DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS.**

**SERVICE PROVISIONS**

ARROW EXTERMINATORS (The Company) is authorized by Corteva Agriscience™, to install the Sentricon® Colony Elimination System and conduct associated service and treatment protocols for customer. The Sentricon® System allows for servicing bait treatment for subterranean termites with Recruit® an insect growth regulator containing the active ingredient Noviflumuron.

The Customer appreciates that subterranean termite control is not immediate. Specifically, control and/or colony elimination may take several months. Customer understands that the inherently "delayed" action of the insect growth regulator is necessary to defeat avoidance behavior by foraging subterranean termites. The Company shall provide the following termite control services to Customer under this agreement:

1. Initial inspection of applicable structures and grounds and installation of in-ground bait stations around the perimeter of the structure at the Company's discretion.
2. Servicing of stations by the Company Service Representatives, commencing with the installation of the system. All stations will be serviced within the guidelines as specified under the most current material label standards.
3. Application of Recruit® termite bait in stations. The Company may install additional stations and/or modify existing stations at its discretion and in compliance with all label and labelling directions.
4. Periodically inform the Customer of any new or increased termite activity noted at any of the stations during any of the routine annual inspections.
5. Upon achieving colony elimination, the Company will provide for unlimited repairs of new subterranean termite damage as set forth in the provisions, terms and conditions of this agreement. The guarantee is effective immediately upon installation on structures which have no present or past termite activity or on those structures which receive a treatment specifically designed by the Company to control live termites directly, performed at or near the time of the installation of Sentricon stations.

As compensation for services rendered or to be rendered under this agreement, the Customer shall pay the Company an installation fee and maintenance fee, as specified, upon signing the agreement. This agreement and guarantee may be renewed for life by paying the annual Renewal Maintenance Fee on a consecutive basis. Failure to pay consecutive Renewal Maintenance Fees will render this agreement and guarantee null and void. After the first year, adjustments to the Renewal Maintenance Fee may be made annually by the Company giving the Customer a minimum of thirty days notice regarding the new rate. This guarantee is transferable to a subsequent owner provided that the Renewal Maintenance Fee is paid on a consecutive basis from the time of the initial installation.

Customer agrees not to move, open, handle or damage Sentricon® stations, bait devices or any other parts of the system. Tampering with such components may compromise the efficacy of the system and shall constitute a basis for terminating this agreement. The Customer may be responsible for the cost of replacement or repair of any damaged or missing bait stations that were not damaged or removed by the Company and/or its agent. The bait stations and associated materials (Sentricon® Components) provided by the Company are and shall remain the exclusive property of Corteva Agriscience™. Customer understands that he does not acquire any ownership interest or title to such components and that upon termination of this agreement for any cause whatsoever, the Company and/or Corteva Agriscience™ are hereby authorized to remove all such components.

The guarantee in this agreement is in lieu of all other guarantees and warranties, expressed and implied, including the warranties of merchantability and fitness for a particular purpose. The customer is entitled to a copy of any treatment specifications, customer preparation sheets, checklists and any applicable release forms. All specifications and special circumstances have been fully explained to me.

Arrow Exterminators, Inc.

Date: 11/10/2023

Patricia Campbell Service Center Manager  
Company Representative  
2125 N McKenzie St.  
Company Address  
Foley AL 36535  
City State Zip  
251-943-7874  
Company Phone

**TO THE PROPERTY OWNER OR PROPERTY MANAGER:**  
If this is a home solicitation you may cancel this agreement by providing written notice to the seller in person or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller cannot keep any part of a cash down payment. You are entitled to and should receive an exact executed copy of this agreement. This agreement is contingent on the approval of the Service Center Manager.

**By signing below, I hereby acknowledge that I have read and understand the Terms and Conditions stated on each page of this agreement.**

Accepted By: \_\_\_\_\_ Date: 11/10/2023  
 Owner/Buyer  Authorized Agent





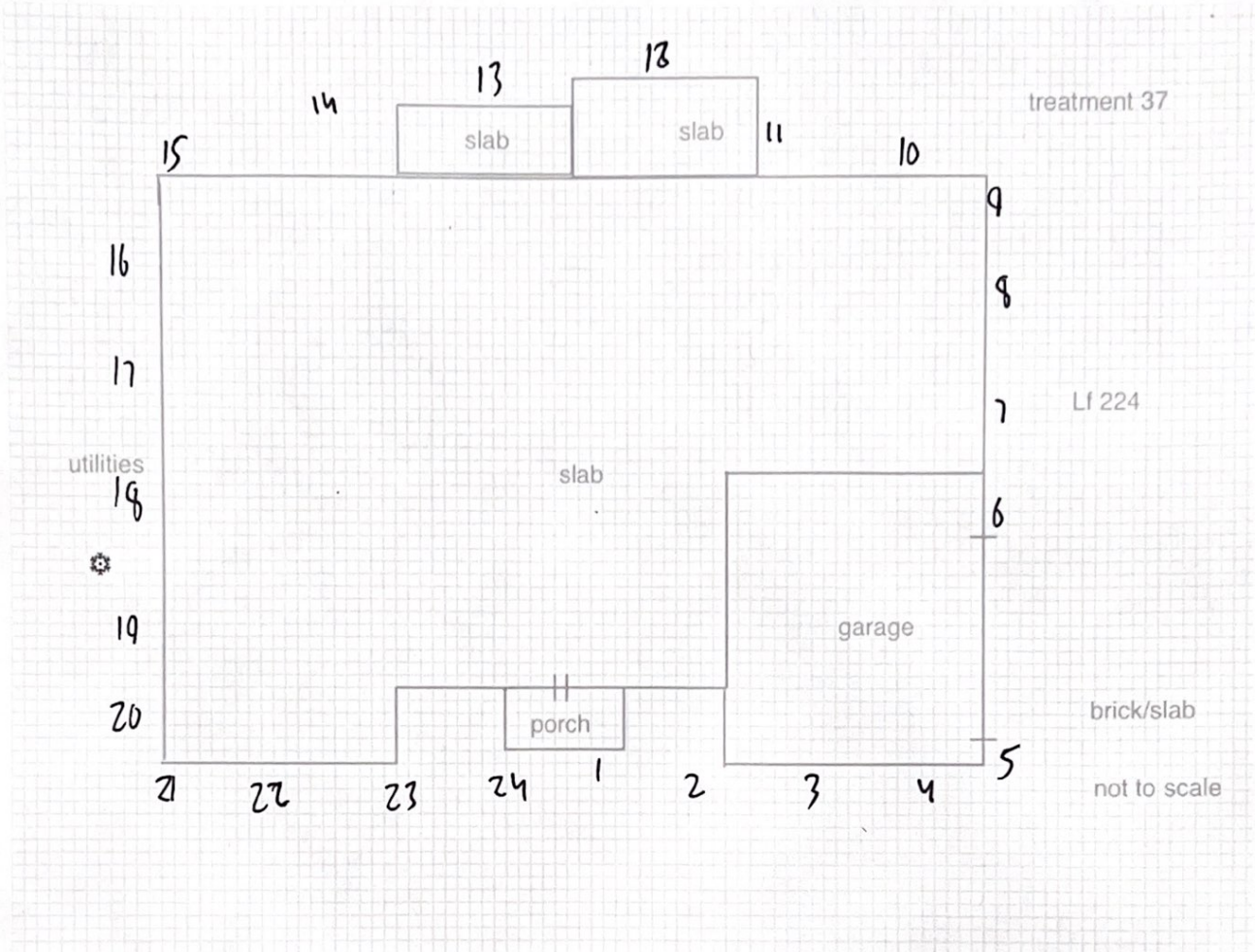
The Arrow Exterminators Family of Brands

# GRAPH OF STRUCTURE

Date: 11/10/2023

Customer Name: Kenneth Allison Phone: 251-391-5412 Email: \_\_\_\_\_

Service Address: 119 Durby Ln City: Foley State: AL Zip: 36535-5503



COMMENTS:

## DAMAGE REPAIR AND RETREAT GUARANTEE FOR SUBTERRANEAN TERMITES

Subject to the Graph, Specifications, Service Provisions and the General Terms, Conditions, Limitations, Exclusions and Disclaimers listed herein, the Company issues this Damage Repair and Retreat Guarantee which provides repair for subterranean termite damage occurring after the original date of treatment as specified in section 5 under service provisions, provided however that live subterranean termites must be discovered in these areas, otherwise the damage will be considered old damage and not covered under this agreement and provided that:

- A. **Damage Repairs:** Said damage occurs within the confines of the foundation walls of the structure. All adjacent areas, unless expressly identified, including but not limited to: Jacks components and supports, steps, stringer, hot tubs, cross tie walls and planters, lattice-wood facades and retaining walls which are expressly excluded from the Damage Repair Guarantee. Such areas outside the foundation walls and adjacent to the structure will be covered for retreatment only.
- B. **Siding, Cellulose and Conductive Conditions:** It is the Company's policy that the Customer remove all synthetic stucco (E.I.F.S.) \*\* or other siding materials that are below the outside grade level, remove or insulate all wood/cellulose materials that are in direct contact with the ground, correct all conducive conditions that would allow target pest survive above the soil and repair all existing damage.
- C. **Moisture Conditions:** It is the owner's responsibility to correct and repair moisture conditions in the structure that may allow target pest to survive in the structure without returning the soil. Moisture conditions include but are not limited to faulty plumbing, roof leaks, faulty gutters, downspouts and/or poor drainage. Because such conditions may render certain treatments ineffective, the Company will approve additional treatment, when necessary, and will assume liability for those areas after the Customer has completed corrective measures. In no instance will it be the Company's responsibility for the repair of damage where the above conditions are permitted to exist.
- D. **Claims:** All claims are reviewed and approved by the Company. No claim will be paid or reimbursement made to a Customer until a) the Company's personnel have had an opportunity to verify the evidence of Subterranean Termite Damage before any alteration or destruction, and b) the damage is either repaired by a authorized Company representative or agent, and/or approved for repair by such representative or agent.
- E. **Renewal Fees:** This Guarantee is renewed by the Company receiving payment of the Renewal Maintenance Fee on or before the annual Renewal Date. The Company reserves the right to increase the Renewal Maintenance Fee after the first year, by giving the guarantee holder a minimum thirty days notice of the new renewal rate. This guarantee is transferable to a subsequent owner at no cost, only with the expressed consent of the Company, provided that the Renewal Maintenance Fees are paid on a consecutive basis from the time of the initial installation/treatment. Transfer is further contingent upon the subsequent owner providing current owners contact information including name, phone number, email, billing information and other information deemed necessary to maintain proper service.

### GENERAL TERMS AND CONDITIONS LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

1. **TREATMENT STANDARDS:** In order to immediately address a known subterranean termite infestation, the Customer may at his discretion, employ the Company to provide conventional subterranean termite treatment and/or spot treatment for the purpose of mitigating immediate subterranean termite damage. Except as specified such measures are neither necessary nor detrimental to the effectiveness of the Sentricon® System.
2. **NOTIFICATION REQUIREMENTS FROM THE CUSTOMER:** Although regular lawn and ornamental pesticide applications will not generally interfere with the efficacy of the system, as an additional precaution, the Company requests notification of the conduct of such pesticide control services during the effective date of this agreement. Unless otherwise indicated advance notification is not required under this paragraph.
3. **MONITORING STANDARDS:** Accordingly, during the term of this agreement the Company shall provide such additional treatment as may be reasonable and necessary to control and eradicate persistent subterranean termite infestation. It is specifically understood that a period of at least three months shall be allowed from date of installation before additional procedures will be required.
4. **SUBTERRANEAN TERMITE CONTROL:** This service agreement and guarantee pertains only to subterranean termites as specified by the box checked on the reverse side of this agreement and does not apply nor is it intended to be effective against other insect pests including but not limited to drywood termites, or other wood destroying insects and organisms.
5. **ALTERNATIVE TREATMENT COMMITMENT:** If the Company, for any reason ceases to be authorized to install and/or service the Sentricon® System, the Company will:
  - a. so notify the Customer;
  - b. offer the Customer an alternative of either using a different form of subterranean termite treatment or terminate this agreement. (NOTE Conventional liquid barrier methods of termite control may not offer an effective means of controlling certain termite infestations in certain structures. In such event the Company may not be able to offer a different form of termite protection).
  - c. if the Customer and the Company agree on a different form of termite control or treatment the Company shall give the Customer a pro rata credit for services paid for but not yet received which may be applied against conventional subterranean termite treatment costs.
  - d. if the Customer elects to discontinue this agreement or if the Company cannot offer an effective different form of termite control, the Company shall return to the Customer an amount equal to the fee paid for services not yet received.
6. **PREMISES MADE AVAILABLE FOR INSPECTION:** The Company reserves the right to conduct additional inspections of the premises on an as needed basis without charge to Customer. The Customer agrees provide complete access to the property during normal business hours at the Company's request.
7. **STRUCTURAL MODIFICATIONS:** In the event the owner structurally or cosmetically modifies, alters or otherwise changes the structure hindering or obstructing a visual inspection after the date of the initial treatment, this agreement will terminate unless the owner has notified the Company in advance in writing of any such alterations or modifications and received approval from the Company for the work proposed. Alterations or modifications that may prevent an area from being inspected could include, but are not limited to, additions, finishing of unfinished areas, plumbing changes, addition of spray foam, encapsulation or rigid board insulation, latticed wood, wood flooring, decks, new landscaping and/or any movement of soil next to the foundation. The owner will be responsible for any additional treatment required and the renewal maintenance fee may also be adjusted.
8. **REMOVED OR DAMAGED STATIONS:** Customer shall promptly advise the Company in the event that any of the monitoring/bait stations are damaged or removed for any reason so as to facilitate the repair or replacement of the same.
9. **LIABILITY LIMITATIONS:** The Company's liability under this agreement shall be terminated should the Company be prevented from fulfilling its responsibilities under the terms of the agreement by reasons of acts of war, natural disaster, or the failure of Customer to provide cooperation and access as required under this agreement.
10. **NEXT GENERATION MATERIALS:** The Company reserves the right to substitute any upgraded or next generation products for Recruit® should they become available. The most current label standards for upgraded or next generation products shall take precedence.
11. **AMENDMENTS:** This agreement and guarantee constitute a complete recitation of all understandings and responsibilities between the parties and may not be altered or changed without the prior written consent of both parties. Any changes must be in the form of an addendum and approved in writing by the COMPANY. Alterations and changes made directly to this agreement will void the guarantee.
12. **VALIDATION OF GUARANTEE:** This agreement is not valid unless actual work is performed and paid in full. A service fee of 1 1/2% interest may be added to the unpaid balance over 30 days. If Customer fails to pay for services this agreement shall terminate without privilege of reinstatement and the Company shall be released from all liability hereunder. If collection becomes necessary the Customer agrees to pay all costs of collection, including reasonable attorney fees.
13. **DISCLAIMER FOR INSPECTION OF MOLD:** Customer agrees that the Company has not inspected for and is not qualified to inspect any surfaces, air or any other portion or member of the structure covered by this agreement for the presence of molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*), and that the Company has no liability for inspection of the structure for same. The inspection for, evaluation of or treatment for the presence of mold, mold-like conditions or non-wood destroying fungi should be referred to the appropriate mold professional or certified industrial hygienist chosen by the Customer.
14. **DISCLAIMER FOR TREATMENT OF MOLD:** Customer agrees that the treatment contemplated by this agreement with the Company does not treat for or prevent mold, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). Accordingly, Customer, on behalf of himself/herself his/her heirs, successors or assign agrees that the Company shall have no liability for any personal injury or property damage arising from any exposure of any person to said molds, mold-like conditions or non-wood destroying fungi (including but not limited to *Stachybotrys atra*). Any inspection for, evaluation of or treatment of molds, mold-like conditions or non-wood destroying fungi should be referred to and handled by an appropriate mold professional or certified industrial hygienist chosen by the Customer.
15. **ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the Company and the Customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or statement, oral or otherwise. The Customer and the Company agree that any controversy or claim between them shall be settled by private, binding arbitration or, if agreeable to the parties, mediation followed by arbitration should mediation not result in a settlement of the dispute. The parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress of any kind, or any costs or attorney's fees incurred by the parties.
16. **INSURANCE:** The COMPANY is fully insured for providing services described in this Agreement. Information about this coverage is available from the COMPANY.

**The Removal of the bait or baiting system may result in a lack of termite protection.**

\*Trademark of Corteva Agriscience™

\*\*Exterior Insulation Finish Systems



## SCOPE OF GRAPH REPORT

Graph refers to and is part of the specified Service Agreement.

1. The purpose of this inspection and graph is for evaluation of work procedures and consideration of control methods and findings, which are related thereto. Only the primary structure considered for treatment is included unless otherwise noted herein.
2. The inspection is limited to those parts of the structure that are visible and readily accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, areas concealed by wall covers, floor covers, furniture, insulation, equipment and stored articles, and any portion of the structure in which inspection would necessitate removing or defacing any part of the structure such as crawl spaces, attics, and walls covered by Spray Foam (including the surface appearance of the structure). Inspection would not reveal any condition or damage which was not visible at the time of the inspection but which may be revealed in the course of repair, remodeling, replacement work or existing damage that becomes visible over time.
3. Should The Company be contracted for service work at this location, this graph report and notations will be used as a guide. A service agreement covering specific procedures, charges, limitations, areas of treatment, option service policies, terms and conditions and other information requirements will be furnished to the contracting party. The Company will assume no responsibility or duty to provide this information to anyone else unless a written request is submitted and approved by The Company.
4. The various control options offered by The Company may be further defined herein along with additional materials that are available to the customer. In other variations of specialized applications specifics will be explained and defined to the customer should circumstances of their usage be necessary. Options will vary depending on cost, efficacy, areas treated, warranties, treatment techniques and renewal options.