



TULSA
9410 E 51ST ST STE P
TULSA, OK 74145-9035
9182494248

Contract #: 35484-032621165631-2907

Inspection Date: 03/26/2021

Inspector: NYMAN, MARK W.

Homeowner Name: ANNE CARMACK
Address: 3037 S MADISON AVE

City State Zip: TULSA, OK, 74114-5230
Home Phone: 9182937523

Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	<u>226</u>	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	<u>Single Family Dwelling</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Shingle Roof</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Floating Slab</u>	Siding:	<u>Wood</u>	Industry Type:	<u></u>
Square Footage:	<u>2200</u>	Lot Size:	<u></u>	# of Gas Meters:	<u></u>
Cubic Feet:	<u></u>	Eave Height:	<u></u>	Peak Height:	<u></u>

PROPERTY HAS A:

Cistern:	<input type="checkbox"/>	French Drain:	<input type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input type="checkbox"/>	Sprinkler System Present:	<input checked="" type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	<input type="checkbox"/>		

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>
Conditions allowing water to collect around structure?	<input checked="" type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input type="checkbox"/>	Siding Less Than 6" From Grade:	<input checked="" type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:			



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump: ☐ A/C - Heat Ducts in or Below Slab: ☒
Plenum A/C - Heat System: ☐ Radiant Heat: ☐

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? Live Subterranean Termites Found?
Damage Found? ☒ Obvious Signs Of Leaks?
Musky Odors? Bath Traps Installed Where Applicable?
Wall Separation/Cracks? Sagging Or Bouncing Floors?

ATTIC

Number Of Attics: Attic Access Location: _____
Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?
Adequate Ventilation? Adequate Insulation R-Value? Obvious Signs Of Leaks?
Attic Vents Screened? Asbestos Present?

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: None
Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____
Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____
Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?
Wood debris, stored material or structure/ground contact?
Excessive Moisture? Visible Plumbing Leaks? Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists? Wood-Earth Contact? Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space? Wood Embedded In Concrete? Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Back wood siding Date: 03/26/2021

TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:

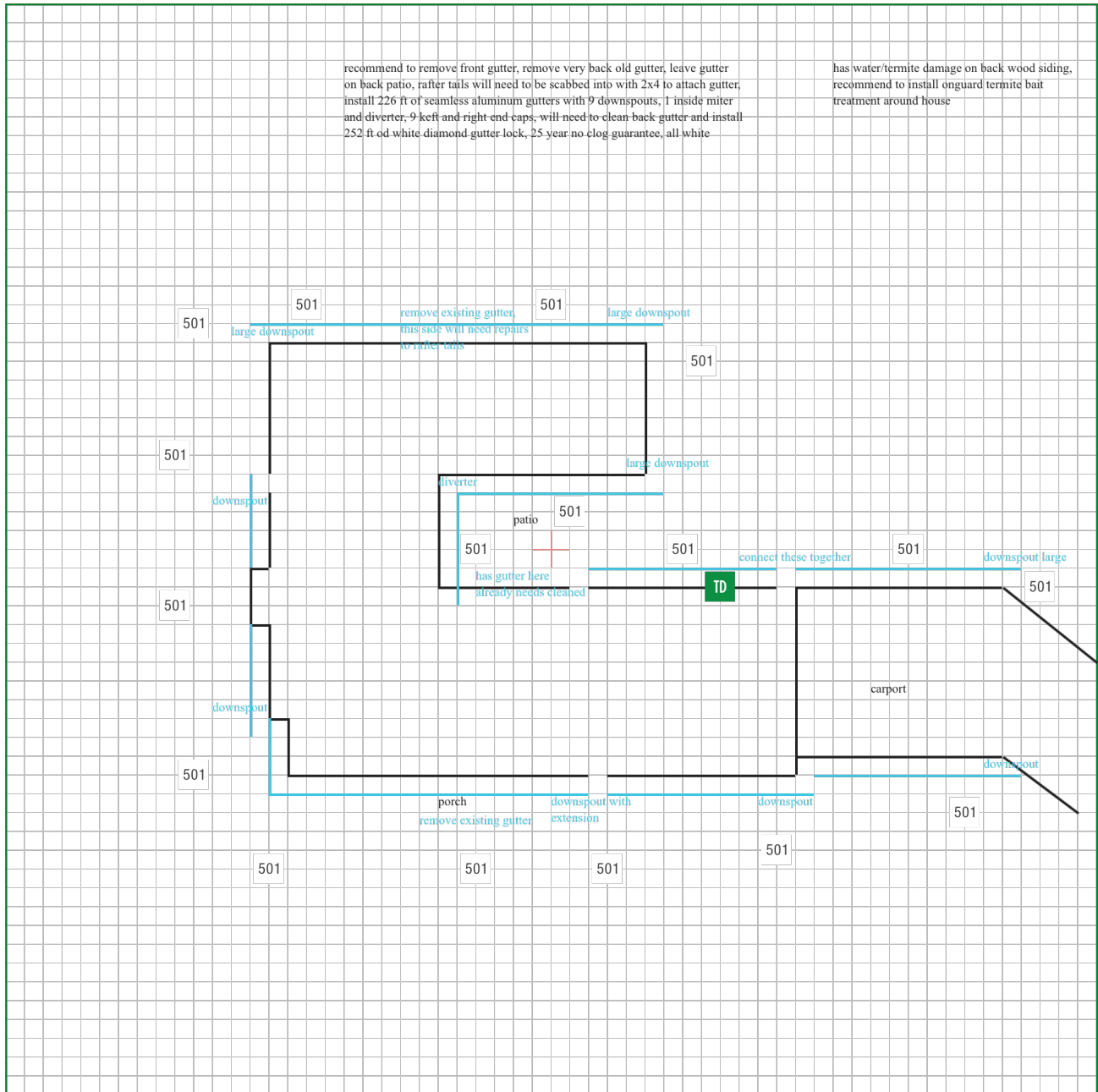


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Scale 1:

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.



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FLOOR PLAN LEGEND

PROPERTY ELEMENTS



Exterior Gas Grill



Water Shut-Off



Sprinkler Shut-Off



Gas Meter



Air Conditioner



Cistern



Exterior Slab Over Basement Area



Inaccessible Area(s)



Sump Pump



Visible Waterway

KEY TO EVIDENCE



Access Holes Allowing Pest Entry



Ant Activity



Bed Bug Activity



Bird Activity



Carpenter Ants



Cellulose Debris



Dampwood Termites



Drywood Termites



Earth Contact



Existing Damage



Excessive Moisture



Fungus



Faulty Grade



Flies



Formosan Termites



Gnaw Marks/Debris (Rodent)



Large Gaps



Mice



Mosquitoes



Missing Screens/Vent Covers



Possible Hidden Damage



Powder Post Beetles



Powder Post Beetle Damage



Rigid Board / Foam Insulation At Or Below Grade



Roaches



Rigid Board / Foam Insulation at or Below Grade



Rodents



Rodent Waste (Droppings)



Rodent Droppings



Rodent Tunneling In Insulation



Rodent Tunneling Under Slab Or Concrete Pad



Rub Marks (Rodent)



Siding Less Than 6" From Grade



Spiders



Styrofoam Insulation Or DRI-Vit Below Grade



Subterranean Termites



Termite Damage



Active Termites



Wood Boring Beetles



Wood Debris In Crawlspace



Wood Embedded In Concrete



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



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Property Work Authorization And Service Agreement Related Repair

Purchaser (print name) ANNE CARMACK Home Phone 9182937523 Work Phone _____
Purchaser Mailing Address _____
Property Address 3037 S MADISON AVE, TULSA, OK 74114-5230
Description of Structure(s) Covered House Email eepps@bokf.com
Description of Service(s) 226 ft of gutters

SERVICE / PAYMENT TERMS

SERVICE(S) PURCHASED Installation * \$ **2260.00**
*Excludes tax (if applicable)

Services will be performed in a workman-like manner. Terminix reserves the right to sub-contract the work to a contractor chosen by Terminix. This Service Agreement can be canceled at any time prior to service delivery by the Purchaser by notifying Terminix in writing or by telephone. This Service Agreement does not guarantee against present or future termite damage to Purchaser's property or possessions. This Service Agreement does not provide for repairs or compensation resulting from any defective materials or workmanship, except as provided for in paragraph 1 ("Limited Warranty") on the reverse side of this agreement.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 03/26/2021 ARE PART OF THIS AGREEMENT.

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

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

Purchaser Name: ANNE CARMACK Purchaser (Signature): _____ Date: _____
Representative Name: NYMAN, MARK W. Representative (Signature): _____ Date: _____
Terminix Branch Phone: 9182494248
Terminix Branch Address: 9410 E 51ST ST STE P, TULSA, OK 74145-9035

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELTMX (1.800.835.5869).

TERMS AND CONDITIONS

- 1. LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective workmanship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.
- 2. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. Purchaser must allow Terminix access to the identified property for purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.
- 3. DISCLAIMER.**
 - A. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.
 - B. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
 1. Any and all damage resulting from termites and/or any other wood destroying organisms.
 2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 3. Concrete or masonry failure or grade alterations.
 4. Inherent structural problems, including but not limited to, wood to ground contacts.
 5. Termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property regardless of whether the component is a part of the identified property.
 6. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.
 7. Damage resulting from or services required for concrete or masonry failure of grade alterations.
 8. Inherent structural problems or damage resulting from such problems.
 - C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 4. CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services here in, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
- 5. NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.
- 6. ENTIRE AGREEMENT.** This Contract, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.
- 7. MANDATORY ARBITRATION.** Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this Agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.
- 8. SEVERABILITY.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.
- 9. Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Contract #: 35484-032621165631-2907

GUTTER EXCLUSION AGREEMENT**THIS AGREEMENT PROVIDES FOR INSTALLATION OF GUARDS TO GUTTERS AROUND A STRUCTURE TO REDUCE THE BUILDUP OF DEBRIS AND MITIGATE AGAINST PEST INVADERS.**

Purchaser: ANNE CARMACK Home Phone: 9182937523 Work Phone: _____
Purchaser Mailing Address: , ,
Property Address: 3037 S MADISON AVE, TULSA, OK 74114-5230
Email: eepps@bokf.com
Estimated Start Date: _____ Estimated Completion Date: _____

SERVICE / PAYMENT TERMS**Installation Services & Gutter System Components* \$ 2016.00**

*Excludes tax (if applicable)

Purchaser acknowledges, accepts and agrees that:

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 2-Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Purchaser has reviewed and agrees to the Roof Damage Waiver provision set for in Section 5-Roof Damage Waiver of the Terms and Conditions on page 2 of this Agreement.

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 13 and 14 of the Terms and Conditions on page 2 of this

In the event that events occur beyond the reasonable control of Terminix, it is possible delays will occur in providing for the contracted services. Such delays do not constitute abandonment and are not included in calculating timeframes for payment or performance.

Terminix will comply with all local requirements for building permits, inspections and zoning. Any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by

Purchaser Name: ANNE CARMACK Purchaser (Signature): _____ Date: _____

Representative Name: NYMAN, MARK W. Representative (Signature): _____ Date: _____

Terminix Branch Phone: 9182494248 Terminix Branch Charter No.: _____

Terminix Branch Address: 9410 E 51ST ST STE P, TULSA, OK 74145-9035

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711- 2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

FOR VIRGINIA RESIDENTS: The Virginia Contractor Transaction Recovery Act provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. For more information, contact: Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233; (804) 367-1559

FOR PENNSYLVANIA RESIDENTS: As required, If the purchaser has any questions with the information provided, the purchaser can contact the Pennsylvania Office of Attorney General at 717-772-2425 or HIC@attorneygeneral.gov. Terminix HIC #PA11236

TERMS AND CONDITIONS

1. **FEES.** Purchaser shall pay the fees for Installation of the Gutter Exclusion System and purchase of the Gutter Exclusion System Components in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.
2. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified Structures.
3. **NON-COVERED PESTS.** There are no pests covered by this Agreement and Terminix shall have no obligations hereunder with respect to any pests.

THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO: (A) REPAIR ANY DAMAGE TO THE GUTTER EXCLUSION SYSTEM COMPONENTS CAUSED BY PESTS; OR (B) CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF ANY PESTS.

4. **LIMITED GUTTER EXCLUSION SERVICES; NO DAMAGE WARRANTY.**

Terminix shall provide the following services (hereinafter the

“Services”):

Install guards to gutters around Purchaser’s Structure (the “Gutter Exclusion System Components”) in the locations identified on the Inspection Graph. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY ANY PESTS TO THE STRUCTURES OR ITS CONTENTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT ATTEMPT TO AND/OR GAIN ENTRY TO THE STRUCTURES SUBSEQUENT TO THE INSTALLATION OF THE GUTTER EXCLUSION SYSTEM COMPONENTS.

5. **ROOF DAMAGE WAIVER.** PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ORDER TO INSTALL CERTAIN GUTTER EXCLUSION SYSTEM COMPONENTS, TERMINIX MAY HAVE TO GAIN ACCESS TO THE ROOF OF PURCHASER’S STRUCTURES AND THAT DAMAGE TO ROOFING TILES AND OTHER ROOFING SYSTEM COMPONENTS MAY BE UNAVOIDABLE IN SUCH INSTALLATION PROCESS, NO MATTER WHAT DEGREE OF CARE IS EXERCISED BY TERMINIX. ACCORDINGLY, PURCHASER HEREBY RELEASES TERMINIX FROM ANY AND ALL CLAIMS OF DAMAGE TO THE STRUCTURES, INCLUDING ROOFING TILE, PLUMBING VENTS OR ANY OTHER COMPONENT OF THE ROOFING SYSTEM, WHICH OCCURS AS A RESULT OF THE INSTALLATION OF THE GUTTER EXCLUSION SYSTEM COMPONENTS.
6. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures (including the attic and roof) for any purpose contemplated by this Agreement including, but not limited to, installation of the Gutter Exclusion System Components. The failure to allow Terminix such access will terminate this Agreement without further notice.
7. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITED WARRANTY.** TERMINIX WARRANTS THAT THE GUTTER EXCLUSION SYSTEM COMPONENTS SHALL BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION OR SUCH LONGER PERIOD AS SPECIFIED IN THE MANUFACTURER’S PRODUCT WARRANTY. THE SOLE OBLIGATION OF TERMINIX FOR ANY CLAIMS UNDER THIS LIMITED WARRANTY IS TO REPAIR OR REPLACE ANY DEFECTIVE COMPONENT(S), INCLUDING REMOVAL OF THE DEFECTIVE COMPONENT(S) AND INSTALLATION OF THE REPLACEMENT COMPONENT(S) ON THE STRUCTURE FREE OF ANY CHARGES TO PURCHASER. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement

attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage. Additionally, Terminix shall not be liable to Purchaser and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged or the Services become ineffective, due to an event beyond Terminix’s reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.

about this coverage is available from this pest control company.

10. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to terminate this Agreement.
11. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
12. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
13. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
14. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
15. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 13 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
16. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

STATE-SPECIFIC DISCLOSURES:

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner Tenant" as required by Cal. Bus. & Prof. Code section 8538.

FOR GEORGIA RESIDENTS: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information



Contract #: 35484-032621165631-2907

Property Work Authorization And Service Agreement Related Repair

Purchaser (print name) ANNE CARMACK Home Phone 9182937523 Work Phone _____
Purchaser Mailing Address ''
Property Address 3037 S MADISON AVE, TULSA, OK 74114-5230
Description of Structure(s) Covered House Email eepps@bokf.com
Description of Service(s) Wood repair

SERVICE / PAYMENT TERMS

SERVICE(S) PURCHASED Installation * \$ **600.00**
*Excludes tax (if applicable)

Services will be performed in a workman-like manner. Terminix reserves the right to sub-contract the work to a contractor chosen by Terminix. This Service Agreement can be canceled at any time prior to service delivery by the Purchaser by notifying Terminix in writing or by telephone. This Service Agreement does not guarantee against present or future termite damage to Purchaser's property or possessions. This Service Agreement does not provide for repairs or compensation resulting from any defective materials or workmanship, except as provided for in paragraph 1 ("Limited Warranty") on the reverse side of this agreement.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH DATED 03/26/2021 ARE PART OF THIS AGREEMENT.

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

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

Purchaser Name: ANNE CARMACK Purchaser (Signature): _____ Date: _____
Representative Name: NYMAN, MARK W. Representative (Signature): _____ Date: _____
Terminix Branch Phone: 9182494248
Terminix Branch Address: 9410 E 51ST ST STE P, TULSA, OK 74145-9035

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

TERMS AND CONDITIONS

- 1. LIMITED WARRANTY.** Terminix warrants that the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation installed by it will be free from defects in material or workmanship for a period of one (1) year from the date of installation. If any Floor Support(s) move(s) from the location where installed, or if any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation fail(s) during this period because of defective workmanship, the customer should notify the nearest Terminix office. If the customer is unsure where the nearest office is located, then the customer should write Terminix International, 860 Ridge Lake Boulevard, Memphis, Tennessee 38120. Terminix will then send a representative out to examine the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation. If the examination, in the judgement of Terminix, indicates that any part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have failed because of defective material or workmanship or has or have moved then Terminix will, at its option, either replace or repair the part of the Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation without charge to the customer. These Warranties do not apply, and Terminix assumes no responsibility for any damages that arise in any case where Floor Support(s), Auto-Vent(s), Vapo-Check and/or R-Plus Insulation has or have been either tampered with or altered in any way.
- 2. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. Purchaser must allow Terminix access to the identified property for purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.
- 3. DISCLAIMER.**
 - A. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fire, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances beyond the control of Terminix.
 - B. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:
 1. Any and all damage resulting from termites and/or any other wood destroying organisms.
 2. Moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage.
 3. Concrete or masonry failure or grade alterations.
 4. Inherent structural problems, including but not limited to, wood to ground contacts.
 5. Termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the identified property regardless of whether the component is a part of the identified property.
 6. Damage resulting from or services required for moisture conditions, including but not limited to fungus damage.
 7. Damage resulting from or services required for concrete or masonry failure of grade alterations.
 8. Inherent structural problems or damage resulting from such problems.
 - C. This agreement does not provide coverage for any variety of termite or any other wood destroying insects.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STIGMA AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 4. CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services here in, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.
- 5. NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this agreement.
- 6. ENTIRE AGREEMENT.** This Contract, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.
- 7. MANDATORY ARBITRATION.** Purchaser and Terminix agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this Agreement or the relationships which result from this agreement, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which Purchaser resides. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own attorneys' fees, costs and expenses; the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Rules. However, for a Claim of \$15,000 or less brought by Purchaser in his/her/its individual capacity, if Purchaser so requests in writing, Terminix will pay Purchaser's arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that the Purchaser would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action or private attorney general action. The foregoing prohibition on consolidated, class action and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.
- 8. SEVERABILITY.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.
- 9. Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Contract #: 35484-032621165631-2907

BASIC TERMITE SERVICE PLAN

☒ Preventative Bait ☐ Curative Bait

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

PROTECTION AGAINST SUBTERRANEAN TERMITES: THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) (COLLECTIVELY “SUBTERRANEAN TERMITES”) INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION SUCH AS DRYWOOD TERMITES (INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. ADDITIONAL TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF AN ADDITIONAL TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX’S THEN-CURRENT RATES.

Purchaser (print name)	ANNE CARMACK	Home Phone	9182937523	Work Phone	
Purchaser Mailing Address	, ,				
Property Address	3037 S MADISON AVE, TULSA,OK 74114-5230				
Description of Structure(s) Covered	House	Email	eepps@bokf.com		

SERVICE / PAYMENT TERMS		
Payments for initial term (first 12 months) *	\$	1810.00
Total Initial Investment	\$	1810.00
ANNUAL RENEWAL CHARGE*	\$	350.00

*Excludes tax (if applicable)

CANCELLATION NOTICE: In the event Customer discontinues Services for any reason prior to completion of the Initial Term, there will be an Early Termination Fee assessed equal to the amount of the unpaid balance of the Initial Term’s fees.

TERMITICIDE(S) APPLIED	BAIT STATIONS
<input type="checkbox"/> Trelona ATBS Annual Bait Stations EPA Registration # 499-557	Initial # of Bait Stations to be installed: 14
<input type="checkbox"/> Other: _____	Bait Station Type: _____

TERMITICIDE(S) APPLIED	
<input type="checkbox"/> Termidor HE EPA Registration #7969-329	<input type="checkbox"/> Other: _____

For All Residents:

- As required, Terminix has provided the Purchaser with a copy of the manufacturer’s specimen label or other state-required documents for the t ermiticide(s), which will be used to treat the above-named property.
- Terminix has provided the Purchaser with an Inspection Graph, as described in Section 6–Inspection Graph of the Terms and Conditions on p age 2 of this Agreement, which is a part of this Agreement and is incorporated by reference herein.

For California Residents:

- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Pr of. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
- Purchaser will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.

For Georgia Residents:

- The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is a vailable from this pest control company.

For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

For Texas Residents:

Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

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

Purchaser acknowledges, accepts and agrees that:

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

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 4–Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Purchaser accepts and agrees to the Terms and Conditions on pages 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 22 and 23 of the Terms and Conditions on page 2 of this Agreement:

Purchaser Name:	ANNE CARMACK	Purchaser (Signature):		Date:	
Representative Name:	NYMAN, MARK W.	Representative (Signature):		Date:	
Terminix Branch Phone:	9182494248	Terminix Branch Charter No.:			
Terminix Branch Address:	9410 E 51ST ST STE P, TULSA, OK 74145-9035				

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869).

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term.
2. **FEES.** Purchaser shall pay the fees for Baiting System Installation and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Purchaser.
3. **EARLY TERMINATION FEE.** If the Customer cancels this Agreement or discontinues Services for any reason prior to completion of the Initial Term, Terminix reserves the right to assess an Early Termination Fee. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties, the Early Termination Fee assessed will be equal to the amount of the unpaid balance of the Initial Term's fees at the time of Customer's termination of the selected plan.
4. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
5. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE INSTALLATION OF THE BAITING SYSTEM. The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) On an annual basis, inspect the Structures identified on the Inspection Graph and the installed Baiting System for termite activity, and if necessary, service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Purchaser, as deemed necessary by Terminix in its sole discretion, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies.
6. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP., HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, PURCHASER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND PURCHASER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN-CURRENT RATES.
7. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
8. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.
9. **PURCHASER SATISFACTION.** Subject to Purchaser's Cooperation (as defined below), if Purchaser is not satisfied with the services rendered, upon the request of Purchaser and as Purchaser's sole and exclusive remedy, at no additional cost(s) to Purchaser Terminix shall reapply and/or retreat pesticides to the Structure(s) as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests, as the case may be.
10. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
11. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
12. **INFORMATION REGARDING THE BAITING SYSTEM.** Purchaser understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services, such as spot applications of conventional termiticides, are available for an additional fee to combat termite activity on a localized basis, if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may, in its sole discretion, propose treatment using conventional methods at no additional charge. In that case, Purchaser may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Purchaser, then Purchaser must first execute a new written contract in the form then in use by Terminix.
13. **OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Purchaser understands that some or all of the components of the Baiting System ("Components") may be, and may remain, the property of the manufacturer. The Purchaser has no ownership rights to any of the Components other than the right to use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: (a) so notify Purchaser, (b) offer Purchaser the alternative of either using a different system of termite protection or control or terminating this Agreement and (c) retrieve the Components from Purchaser's premises.
14. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.
15. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
16. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
17. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
18. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee or terminate this Agreement.
19. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
20. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
21. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
22. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
23. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
24. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 21 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
25. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.
26. **NOTICE TO CALIFORNIA CONSUMERS.** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	TERMITE BAIT PREVENTATIVE		\$1810.00	\$0.00	\$181.00	\$1629.00
Special Charges	Diamond Gutter		\$2016.00	\$0.00	\$0.00	\$2016.00
Special Charges	Related Repair		\$600.00	\$0.00	\$0.00	\$600.00
Special Charges	Related Repair 2		\$2260.00	\$0.00	\$0.00	\$2260.00
Grand Total:						\$6505

Product	Merchandise	Quantity
---------	-------------	----------

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

Authorization

Purchaser Name: ANNE CARMACK Purchaser (Signature): _____ Date: _____

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Terminix Authorization

Purchaser Name: ANNE CARMACK Purchaser (Signature): _____ Date: _____

SMAC Authorization



Purchaser Name: ANNE CARMACK **Purchaser (Signature):** _____ **Date:** _____



TULSA
9410 E 51ST ST STE P
TULSA, OK 74145-9035
9182494248

Contract #: 35484-032621165631-2907

Inspection Date: 03/26/2021

Inspector: NYMAN, MARK W.

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**
View and schedule service visits
- **UPDATE YOUR PROFILE:**
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**
Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS



Find reviews and ratings by other customers.
consumeraffairs.com/homeowners/terminix



Sales Route 3/Barry Moyd4/9/2021

8:30 AM

Acct # 38224

--?--
Map
Directions

Target(s):

Print Date 4/8/2021

Lic#: C-125

Sold By NONE 1-NONE

Service Address GARRETT THOMPSON
3037 S Madison Ave Tulsa, OK 74114-5230
Ph: (918) 779-6621

Instructions :

Bill To: GARRETT THOMPSON
3037 S Madison Ave Tulsa, OK 74114-5230
(918) 779-6621

INV # 1191925

This work order	Amount	Adj Total	Tax	Total
(1191925) Wood Infestation Report	\$125.00	\$125.00	\$0.00	\$125.00

History	Program	Employee	Completed	Prod \$	Inv \$
Bal this site as of 4/8/2021: \$0.00					
Production Value \$125.00					

Balance all sites \$0.00 30 days \$0.00 60 days \$0.00 90 days \$0.00 120 Days \$0.00 Prepay \$0.00 Total Prev \$0.00

Emco Termite & Pest Control

P.o Box 1001
Sapulpa, OK 74067
918-224-8820
Lic#: C-125

Acct # 38224 INV # 1191925
GARRETT THOMPSON
3037 S Madison Ave Tulsa, OK 74114-5230

Terms :

(1191925) Wood Infestation Report

Pd _____ ☐ Cash ☐ Check # _____
Date 4-9-21 Time 8:30 AM
Tech _____

WE PROVIDED THE FOLLOWING SERVICES TODAY

1. ☐ Inspected/Treated lower perimeter
2. ☐ Treated entry points for pests
3. ☐ Treated and Inspected attic/bathrooms(s)
4. ☐ Treated and Inspected kitchen/laundry
5. ☐ Treated and inspected garage/harborage areas
6. ☐ Treated entry eaves, windows/doorways
7. ☐ Other _____
8. ☐ Other _____

TODAY WE OBSERVED THE FOLLOWING

9. ☐ Harborage elimination needed
10. ☐ Evidence of activity found
11. ☐ Conditions permitting pest entry
12. ☐ Conditions promoting pest population
13. ☐ Other _____
14. ☐ Other _____
15. ☐ Other _____

Cust. Sig. _____

	MATERIAL	AMOUNT	MIXTURE RATE	UOM	% A	PEST
1.	<input type="checkbox"/>					
2.	<input type="checkbox"/>					
3.	<input type="checkbox"/>					
4.	<input type="checkbox"/>					
5.	<input type="checkbox"/>					
6.	<input checked="" type="checkbox"/> TERMITE REPORT					
	(1191925) Wood Infestation Report					\$125.00

COMMENTS & RECOMMENDATIONS

	Tax	Total
This INV	\$125.00	
Adj Total	\$125.00	\$0.00 \$125.00
Prepay	(\$0.00)	
Amount Due This INV		\$125.00
Total Due This Site		\$125.00

Acct # 38224 INV # 1191925
GARRETT THOMPSON
3037 S Madison Ave
Tulsa, OK 74114-5230

Please return this portion

Check# _____ \$ _____

Card# _____

Type _____ Exp _____

Signature _____

Comments _____

(1191925) Wood Infestation Report \$125.00
Bal this site as of 4/8/2021 \$0.00

	Tax	Total
This INV	\$125.00	
Adj Total	\$125.00	\$0.00 \$125.00
Prepay	(\$0.00)	
Amount Due		\$125.00
Total Due This Site		\$125.00

OKLAHOMA OFFICIAL TERMITE AND WOOD DESTROYING INSECT REPORT
(FORM ODAFF-1)

THIS INSPECTION DOES NOT ADDRESS HEALTH HAZARD MOLDS OR WOOD DESTROYING ORGANISMS

SECTION I. ADDRESS OF PROPERTY

1A. Address of structures inspected: Street/Legal Description 3037 S. MADISON AVE. City TULSA Zip 74114

1B. Location of structures inspected (if different than address): _____

SECTION II. INSPECTING COMPANY INFORMATION

2A. Emco Termite & Pest Control, Inc. 2B. C-125
Name of Inspection Company ODAFF Business License Number

2C. P.O. 1001 Sapulpa OK 74067 (918) 224-8820
Address of Inspection Company City State Zip Telephone Number

2D. BARRY MOYDELL 2E. 951228
Name of Inspector (Please Print) Certification Number of Inspector

SECTION III. PROPERTY INFORMATION

3A. All of the structures on the property listed in Section I were inspected EXCEPT the following: _____

3B. Owner/Seller (if known): /

3C. Name of person purchasing report: GARRETT THOMPSON

3D. Capacity of person purchasing report: ☐ Buyer ☐ Agent ☐ Seller ☐ Other (specify: _____)

SECTION IV. TYPE OF CONSTRUCTION As determined by visual inspection are:

4A. Stem wall type: ☐ Brick ☐ Concrete Block ☒ Solid Concrete ☐ Other (specify: _____)

4B. Floor Type: ☐ Wood ☒ Concrete Slab ☐ Other (specify: _____)

4C. Area Under Floor: ☐ Crawl Space ☐ Basement ☒ Other (specify: SOIL)

4D. Exterior Type: ☐ Wood ☐ Wood Veneer ☐ Fiberboard ☒ Brick/Stone ☐ Stucco ☐ Aluminum/Vinyl Siding ☐ Concrete Block
☐ Other, include combinations (specify: _____)

4E. Pier Type: ☐ Wood ☐ Concrete Block ☒ Other (specify: N/A)

SECTION V. INACCESSIBLE OR VISUALLY OBSTRUCTED AREAS

5A. Are there any areas of the structure(s) inaccessible or visually obstructed: ☒ Yes ☐ No If "Yes", specify in 5B.

5B. Inaccessible or visually obstructed areas include:

- ☒ Un-floored or insulated attic areas ☐ Inadequate clearance in crawl space
☒ Interior of hollow walls, floors, ceilings ☒ Areas requiring tearing into or defacing to inspect
☐ Storage areas (specify: _____) ☐ Locked areas (specify: _____)
☒ Areas behind or beneath stoves, refrigerators, furniture, built in cabinets, insulation, or floor coverings
☐ Other (specify: _____)

Comments: _____

OKLAHOMA OFFICIAL TERMITE AND WOOD DESTROYING INSECT REPORT
(FORM ODAFF-1)

THIS INSPECTION DOES NOT ADDRESS HEALTH HAZARD MOLDS OR WOOD DESTROYING ORGANISMS

Address of structures inspected: Street/Legal description 3037 S. MADISON AVE. City TULSA Zip 74114

Location of structures inspected (if different than address): _____

Page 1 of 5 Inspector's Initial's BRM Inspection Date 4-9-21

SECTION VI. CONDITIONS CONDUCTIVE

- 6A. Are there any visible conditions conducive to infestation by termites : ☐ Yes ☒ No. If "Yes" specify in 6B.
- 6B. Observed conditions conducive to infestation by termites or other wood destroying organisms include:
- ☐ Wood to ground contact (Symbol: C1)
 - ☐ Stucco siding extending below grade (Symbol: C7)
 - ☐ Remaining form board (Symbol: C2)
 - ☐ Insufficient separation between soil and wood in crawl space (Symbol: C8)
 - ☐ Excessive Moisture (Symbol: C3)
 - ☐ Wood pile in contact with structure (Symbol: C9)
 - ☐ Debris (wood or other cellulose material) under structure (Symbol: C4)
 - ☐ Decks with wooden supports improperly based
 - ☐ Debris (wood or other cellulose material) around structure (Symbol: C5) in contact with structure (Symbol: C10)
 - ☐ Wooden parts resting on known cracked
 - ☐ Dense foliage/shrubs in contact with structure (Symbol: C11)
 - concrete (slab) or expansion joints (Symbol: C6)
 - ☐ Other (specify: _____) (Symbol: C12)
- 6C. Location of conditions conducive to infestation by termites shall be shown on diagram in Section IX.
- Comments: _____

SECTION VII. EVIDENCE OF ACTIVITY OR DAMAGE BY TERMITES/EVIDENCE OF PREVIOUS INFESTATION OR TREATMENT**7A. ACTIVITY:**

- (1) Is there visible evidence of termite ACTIVITY? ☐ Yes ☒ No. If "Yes" specify in (2)
- (2) Visible evidence of termite ACTIVITY includes:
- ☐ Live Termites (Symbol: T1)
 - ☐ Termite frass (pellets) (Symbol: T3)
 - ☐ Exit Holes (Symbol: T5)
 - ☐ Termite Tubes (Symbol: T2)
 - ☐ Winged Adults (Symbol: T4)
- (3) Location of evidence of termite ACTIVITY shall be shown on diagram in Section IX.

Comments: _____

7B. DAMAGE:

- (1) Is there visible evidence of termite DAMAGE? ☐ Yes ☒ No. If "Yes" specify in (2)
- (2) Visible evidence of termite DAMAGE includes: (specify: _____)

_____ (Symbol: TD)

- (3) Location of evidence of termite DAMAGE shall be shown on diagram in Section IX.

Comments: _____

- 7C. Is there evidence of previous infestation, previous treatment or managed baiting system? ☐ Yes ☒ No. If "Yes" specify location of infestation, type of treatment, location of the treatment and name of the company if available: _____ (Symbol: T6)

SECTION VIII. EVIDENCE OF ACTIVITY OR DAMAGE BY WOOD DESTROYING INSECTS OTHER THAN TERMITES**8. ACTIVITY: (Note: 8.A. does not include Wood Rot Fungi)**

- (1) Is there visible evidence of ACTIVITY of wood destroying insects OTHER than termites? ☐ Yes ☒ No. If "Yes" specify in (2), (3), and (4).
- (2) Type of OTHER wood destroying insects ACTIVITY:
- ☐ Insect (specify type: _____) (Symbol: IA)
- (3) Evidence of ACTIVITY of insects noted in (2), above (Specify evidence, such as "live carpenter ants" _____)
- (4) Location of evidence of ACTIVITY listed in (2) above shall be shown on diagram in Section IX.

Comments: _____

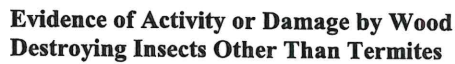
(FORM ODAFF-1) ADOPTED JANUARY 1, 2020

Address of structures inspected: Street/Legal description 3037 S. MADISON AVE City TULSA Zip 74114

Location of structures inspected (if different than address): _____

Page 2 of 5 Inspector's Initial's BRM Inspection Date 4-9-21

Use this diagram to show the location and types of conditions conducive, activity, or damage reported in Sections VI, VII, and VIII. Employ the symbols shown in those sections (such as C1, T1, IA, and ID) that are the same as the symbols shown below the diagram.



Inspection Date 4-9-21

SECTION X. RECOMMENDATION FOR TREATMENT OR FOR CORRECTION OF CONDITIONS CONDUCTIVE

10A. Is a recommendation made for treatment for termites or other wood destroying insect(s) or for corrections of conditions conducive to infestation? ☐ Yes ☒ No. If "Yes", specify in 10B.

10B. Type of recommendation:

(1) Remedial Treatment. ☐ Yes ☒ No. If "Yes" specify:

(a) Insect(s) to be treated for:

☐ Termites

☐ Wood destroying insects other than termite. (Specify type: _____)

(b) Basis for recommendation:

☐ Presence of live termites (listed in 7A(2) or of other live wood destroying insects listed in Section 8(3)).

☐ Evidence of previous infestation (listed in Sections VII or VIII) and no visible evidence of an adequate treatment to address it.

☐ Other (specify: _____)

(2) Preventative treatment. ☐ Yes ☒ No. If "Yes", specify insect(s) to be treated for in (a) and basis for recommendation in (b).

(a) Insect(s) to be treated for:

☐ Termites

☐ Wood destroying insects other than termite. (specify type: _____)

(b) Basis for recommendation: Substantial conditions conducive to infestation referred to in Section VI of this form. (Specify: _____)

(NOTE: These conditions must be substantial.)

(3) Correction of conditions conducive: ☐ Yes ☒ No. If "Yes", specify in (a) and (b).

(a) Conditions conducive listed in 6.B. _____

(b) Corrective measures recommended: _____

SECTION XI. ADDITIONAL COMMENTS:

SECTION XII. ATTACHMENTS: List all attachments: SCOPE OF INSPECTION.

SECTION XIII. STATEMENT OF INSPECTOR

I performed the inspection of the property(ies) referenced above and believe this report to be true and complete.

13A. Notice of Inspection was posted at or near: ☐ Electric Breaker Box ☒ Water Heater ☐ Beneath Kitchen Sink ☐ Bath Trap

13B. Date Posted: 4-9-21 13C. Signature of Inspector: Barry Moyell 13D. Date of Signature: 4-9-21

SECTION XIV. DISTRIBUTION OF COPIES

Report forwarded to: ☐ Title Co. or Mortgagee ☐ Purchaser of Service ☐ Seller ☐ Agent ☐ Buyer ☐ Inspecting Company
(Under ODAFF regulations, only the purchaser of the service and inspecting company are required to receive a copy.)

OKLAHOMA OFFICIAL TERMITE AND WOOD DESTROYING INSECT REPORT
(FORM ODAFF-1)

THIS INSPECTION DOES NOT ADDRESS HEALTH HAZARD MOLDS OR WOOD DESTROYING ORGANISMS

Address of structures inspected: Street/Legal description 3037 S MADISON AVE City TULSA Zip 74114

Location of structures inspected (if different than address): _____

Page 4 of 5

Inspector's Initial's BRM

Inspection Date 4-9-21

SECTION XV. STATEMENT OF SELLER

The Seller hereto agrees that all known property history information regarding activity of wood destroying insects, damage from wood destroying insects, and treatment history has been disclosed to the Buyer.

Signature of Seller of Property or their Designee

Date

SECTION XVI. STATEMENT OF BUYER

I have received the original or a legible copy of this report and all attachments. I have read and understand any Recommendations made. My signature and/or my Closing on this property hereby acknowledge and accept the terms of this report. The Report urges me to obtain the opinion of a qualified building expert regarding any and all damages and defects on the property.

Signature of Purchaser of Property or their Designee

Date

SECTION XVII. STATEMENT OF PURCHASER OF SERVICE

The undersigned hereby acknowledges receipt of a copy of this report.

Signature of Purchaser of Service

Date

This report is not a warranty or guaranty. This report is to be used by the lending/mortgage companies involved only. The report reflects only what is visible and/or inspected on the day of the inspection, and only for structure from ground level to eight feet high. This report is valid for 90 days after the completion of the inspection. No additional information can be inferred from this report that is not expressly stated on the report by the inspector.

Comments:

OKLAHOMA OFFICIAL TERMITE AND WOOD DESTROYING INSECT REPORT
(FORM ODAFF-1)

THIS INSPECTION DOES NOT ADDRESS HEALTH HAZARD MOLDS OR WOOD DESTROYING ORGANISMS

Address of structures inspected: Street/Legal description 3037 S. MADISON AVE. City TULSA Zip 74114

Location of structures inspected (if different than address): _____

Page 5 of 5

Inspector's Initial's BRM

Inspection Date 4-9-21

SCOPE OF INSPECTION

Report No. 1191925

This scope of inspection covers Oklahoma Forms ODAFF-1 and ODAFF-2. It is a vital and integral part of the total report.

- A. This is not a structural damage report or a warranty as to the absence of wood destroying insects or rot. This report is not a warranty against future infestation and/or damages from wood destroying insects or organisms. If a warranty is desired, the lender, borrower, seller or buyer, one or all (hereinafter referred to as Parties to the Transaction), should be sure that a transferable warranty is in place prior to Closing of the Real Estate Transaction.
- B. The purpose of this Report is to point out Visible evidence of Wood Destroying Insects, Visible Damage from Wood Destroying Insects and Visible Wood Rot Damage. No Probing or Sounding is suggested or required by Oklahoma Law. This Report is not suggesting that corrective action should be taken if visual evidence is found. Any corrective action taken shall be at the discretion of the Parties to the Transaction. Damage and any corrective action should be evaluated by the Parties to the Transaction and their qualified building expert to determine if there is additional damage in other locations, the extent of damage, need for repair and quality of repair. Corrective action that is taken will be pointed out on Form ODAFF-2. This inspection company cannot guarantee any previous or latent corrective action taken by any other company or person. Neither the inspecting company nor its employees have the training and experience to qualify in damage evaluation or any other building construction technology and/or repair. With respect to Wood Destroying Insect Damage or Wood Rot Damage, and conducive conditions, this report is cursory at best. There is no warranty or guarantee that the inspection has found all defects. If Parties to the Transaction want a thorough examination, element by element, then the Parties to the Transaction are obligated to obtain the services of a person qualified in building construction and technology, and the Parties to the Transaction should require that the building expert inspect and report on every element of the building(s), not just structural elements.
- C. This report does not include Non-Reinfesting Wood Boring Beetles.
- D. This report does not address Health Hazard Molds. If Parties to the Transaction desire information about the presence or absence of Health Hazard Molds or Health Related molds, they should contact a person qualified in such inspections. This report does not address any other types or kinds of molds/fungus. Parties to the Transaction should contact qualified professionals to correct any excessive moisture, mold and/or fungi conditions.
- E. Certain areas of the structure are inaccessible by their design. During the inspection, we have not moved any items, or opened wall coverings, or opened windows, etc. The inspector does not have the expertise to determine flaws or damage under paint, caulking, putty, or other coverings. The inspection is not designed to investigate for latent or concealed defects, fraudulent conditions, or "cover-ups" by other parties. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, ceilings (fixed or suspended), floors, siding, moldings, floor coverings, insulation (2) any portion of the structure in which inspection would necessitate removing or defacing parts of the structure(s) (3) the windowsill space between windows and screens or storm windows due to the fact that the inspector would have to open windows or screens in order to gain access to those areas which could result in damage or breakage while attempting to open them (4) any areas higher than inspector's reach while standing flat-footed (5) areas behind furniture, storage, ect. (6) Problems associated with Exterior Insulation and Finish Systems (EIFS) are not covered by this report.
- F. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation or damage without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc. is frequently repaired prior to the date of inspection with putty, spackling, tape, scabbing, cover-ups or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. This report makes observations as far as conditions and obstructions permit. The inspector can only report on visible infestations at the time of the inspection. There are some situations in which the State of Oklahoma does not permit an inspecting company to recommend a treatment or correction, even though the inspecting company has strong feelings regarding the need for treatment or corrective action. The only way in which the Parties to the Transaction can achieve the greatest potential for being free of Wood Destroying Insects is to be sure that a treatment program is in place. This can occur by ensuring that there is an ongoing program that is transferable to the Purchaser, or by the Purchaser contracting for a preventive program.
- G. If visible evidence of active or previous infestation of Wood Destroying Insects is reported, it should be assumed that some degree of damage (hidden or visible) is present. If Wood Rot Damage is reported, it should be assumed that some degree of additional visible and/or hidden damage is present.
- H. A treatment or correction may be recommended based on conducive conditions. Parties to the Transactions should be aware that there might be a variety of strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. Parties to the Transaction should have Conducive Conditions examined by a qualified building expert.
- I. Various components of the structure are fabricated of a mix of materials such as: sheetrock, plywood, waferboard, fiberboard, pressboard materials, insulating boards, cabinet material, etc. These kinds of materials tend to separate, come apart, and otherwise deteriorate when exposed to moisture conditions. This damage is not necessarily due to rot. Therefore this type of component may not be addressed in any rot-related damage reporting. Parties to the Transaction should obtain an opinion on this material from a qualified building expert. Stained materials, moisture damaged carpeting, etc. will not be included. Damages from vertebrates will not be included.
- J. The inspector may indicate evidence of a Previous Infestation of insects along with evidence of a Previous Treatment. If the inspector does not recommend a treatment, the Parties to the Transaction shall be responsible for determining that a current and transferable contract is in force. Otherwise, the Parties to the Transaction will be responsible for any future treatments that become necessary.
- K. The inspecting company is not required to recommend corrections for defects noted in ODAFF-1. It is the responsibility of the Parties to the Transaction to determine which, if any, of the defects are to be corrected, and the manner in which the corrections are accomplished. The findings in this report do not necessarily mean that they all have to be corrected before a Real Estate Closing can take place. It should be a decision between Parties to the Transaction whether or not to correct the finding in this report. It is inspector's obligation to report whatever visible conditions exist at the time of the inspection. It is not the inspector's obligation to report findings in such a manner as to facilitate the Closing.
- L. This report can be used for Closing purposes for a maximum of 90 days from the original inspection date.
- M. Form ODAFF-1 is to go to Closing "AS-IS". Any corrections performed as a result of the report will be noted on Form ODAFF-2. Form ODAFF-2 is to assist Parties to the Transaction with information regarding corrections that have been performed. It is not the intention of this form to imply that all defects noted in ODAFF-1 have been corrected; and it is not the intention of Form ODAFF-2 to imply that any or all corrections have been performed in a manner that is satisfactory to Parties to the Transaction. The Parties to the Transaction are responsible for obtaining the opinion of a qualified building expert regarding the quality and extent of corrections performed. Damage correction, whether done prior to this report, or as a result of this report, may be performed by a variety of methods. Removal and replacement is the best method. It is possible that some repairs have been accomplished by placing new materials against damaged materials (scabbing). Other repairs such as patching, caulking, puttying, piecing, etc. may be of a temporary nature, and may be hiding damages. The repair of damaged materials the responsibility of an agreement between the Parties to the Transaction and the Contractor chosen by the Parties to the Transaction. Oklahoma state laws do not have any guidelines for the correction of damages found in the Report. If repairs have been made, the Parties to the Transaction should be aware that "repair" may consist of replacement of damaged materials, or it may consist of repairing existing materials which were never removed from the building. The inspecting company is not responsible for the method or soundness of the repair. If removal and replacement is desired by the Parties to the Transaction, they should make their desires known prior to Closing. After Closing, the Parties to the Transaction do hereby hold the inspection "AS-IS". Therefore, by using this Report for Closing purposes, the Parties to the Transaction do hereby hold the inspection company harmless from any and all consequences arising after Closing.
- N. Any action taken and/or payment of inspection constitutes acceptance of terms and conditions in this report. Liability for mistakes and/or omissions in this report is limited to a refund of applicable inspection only, not to exceed \$100.00.