TERMINIX®

MADISON
2017 S STOUGHTON RD
MADISON,WI 53716-2849
6082748800

Contract #: 75315-070618205230-9803
Inspection Date: 07/06/2018
Inspector: KNUDSEN, CHRISTOPHER

Homeowner Name: VERLA STUELAND
Address: E 5674 STATE HWY 56
City State Zip: VIROQUA, WI,54665
Home Phone: 6086324867
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:	120	Built Pre 1985:	☒	Primary Use:	Single Family Dwelling
# of Stories:	2	Roof Type:	Metal Roof	Foundation Type:	Stone
Construction Type:	Basement	Siding:	Vinyl	Industry Type:	
Square Footage:	1500	Lot Size:		# of Gas Meters:	
Cubic Feet:		Eave Height:		Peak Height:	

PROPERTY HAS A:

Cistern:	☐	French Drain:	☐	Well:	☒

Visible Pond, Lake, Stream, or Waterway: ☐
Sprinkler System Present: ☐
Exterior Slab (False Porch) Over Basement Area: ☒
Gas Meter Have 3' Clearance:

CONDUCIVE CONDITIONS

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

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:	☐

CONDUCIVE 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

Old powder post beetle damage found. No sign of current activity found at	Date:	07/06/2018

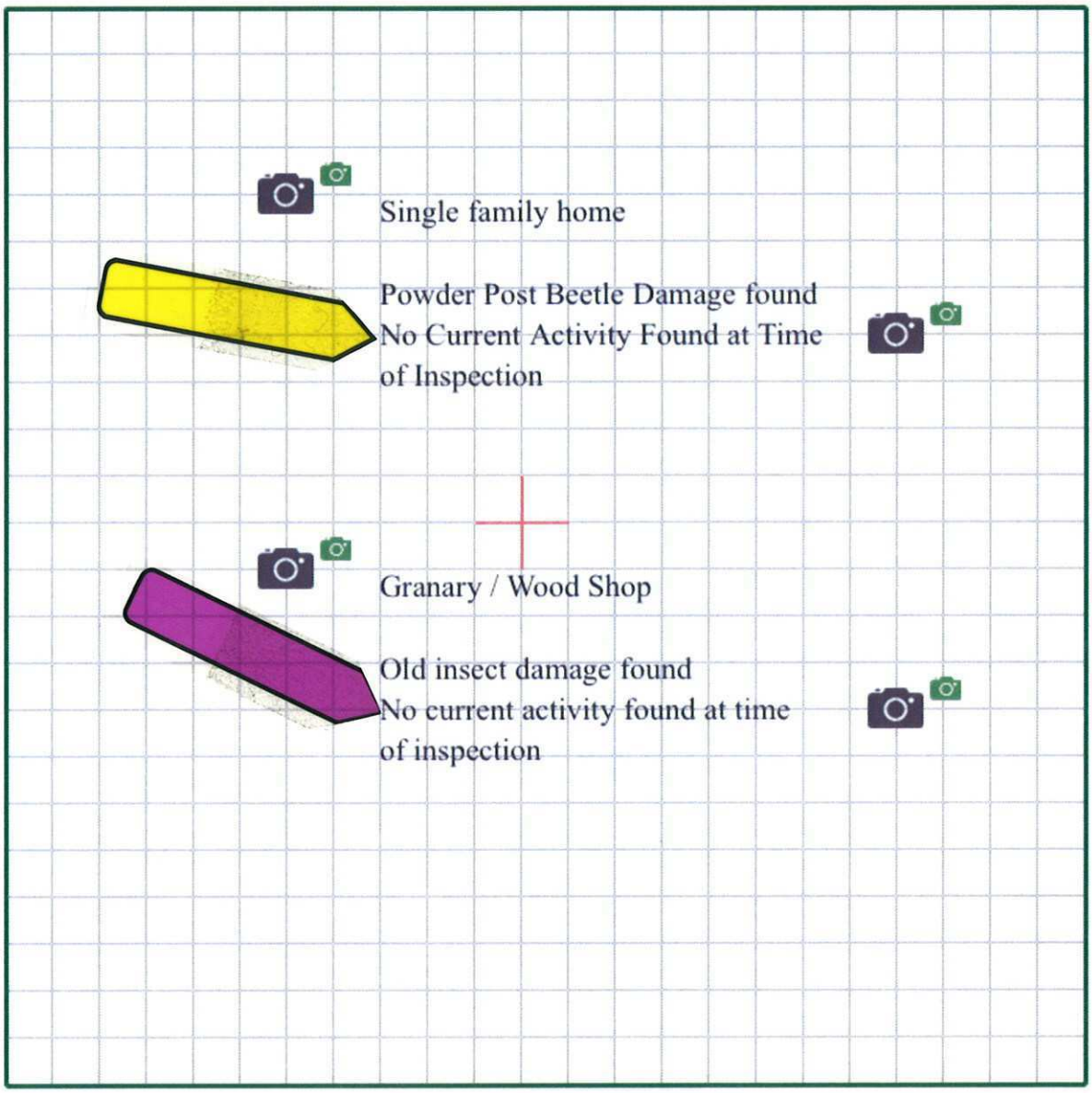
TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	

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Scale 1:1

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
A/C Air Conditioner	C Cistern	ES Exterior Slab Over Basement Area	IA Inaccessible Area(s)
SP Sump Pump	VW Visible Waterway		

KEY TO EVIDENCE

ACH Access Holes Allowing Pest Entry	Ant Activity	Bed Bug Activity	Bird Activity
CA Carpenter Ants	CD Cellulose Debris	DMP Dampwood Termites	DWT Drywood Termites
EC Earth Contact	Existing Damage	EM Excessive Moisture	F Fungus
FG Faulty Grade	Flies	FOR Formosan Termites	GNW Gnaw Marks/Debris (Rodent)
LGAP Large Gaps	Mice	Mosquitoes	MSVC Missing Screens/Vent Covers
PHD Possible Hidden Damage	PPB Powder Post Beetles	PPBD Powder Post Beetle Damage	RFBG Rigid Board / Foam Insulation At Or Below Grade
Roaches	RFBG Rigid Board / Foam Insulation at or Below Grade	Rodents	RDTW Rodent Waste (Droppings)
RDT DRP Rodent Droppings	TN LIN Rodent Tunneling In Insulation	TN LSL Rodent Tunneling Under Slab Or Concrete Pad	RUB Rub Marks (Rodent)
SBG Siding Less Than 6" From Grade	Spiders	SIBG Styrofoam Insulation Or DRI-Vit Below Grade	SUB Subterranean Termites
TD Termite Damage	UPHD Active Termites	WB Wood Boring Beetles	WDC Wood Debris In Crawlspace
WE MB 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-rodding along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall at no greater than 12” intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rodding 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-rodding 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 at 12” intervals or less
130	Drill and treat voids of a stone foundation wall at 12” intervals or less	131	Drill and treat voids of a triple brick foundation wall at 12” intervals or less
132	Drill and treat voids of a hollow block foundation wall at 12” intervals or less	133	Drill and treat voids of a brick veneer foundation wall at 12” intervals or less
134	Drill and treat all voids of a chimney at 12” intervals or less	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
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 at 12” intervals or less 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 at 12” intervals or less and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall at 12” intervals or less and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab at 12” intervals or less 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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Other



Other



Other



Other



Other

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PEST CONTROL SERVICE PLAN

Quarterly Service (4 Treatments)

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Purchaser	VERLA STUELAND	Home Phone	6086324867	Work Phone	
Mailing Address	, ,				
Property Address	E 5674 STATE HWY 56, VIROQUA,WI 54665				
Description of Structure(s) Covered	Detached Garage,House,Shed/Shop			Email	lykemall@aol.com

SERVICE / PAYMENT TERMS

INITIAL SERVICE VISIT CHARGE *	$	179.00
RECURRING SERVICE VISIT CHARGE*	$	129.00
OWNERSHIP TRANSFER FEE*	$	.00
BILLING FREQUENCY		Quarterly

***Excludes tax (if applicable)**

PEST CONTROL SERVICES

Service Frequency: Quarterly (4 treatments)

Standard Pests Covered: cockroaches, mice, rats, silverfish, "house" ants (other than Premium Pest ants listed below), clothes moths, non-poisonous spiders, scorpions, centipedes, millipedes, earwigs, house crickets and paper wasps

Premium Pests (Subject to Additional Charges): **(select)**

☐ Fleas ☐ Ticks ☐ Carpenter Ants ☐ Fire Ants ☐ Pharaoh Ants ☐ Tawny Crazy Ants ☐ Black Widow Spiders ☐ Brown Recluse Spiders ☐ Bees (Yellow Jackets, Hornets, Wasps)

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.

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.

Purchaser accepts and agrees to the Terms and Conditions of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 16 and 17 of the Terms and Conditions of this Agreement:

Purchaser Name:	VERLA STUELAND	Purchaser (Signature):	Date:
Representative Name:	KNUDSEN, CHRISTOPHER	Representative (Signature):	Date:
Terminix Branch Phone:	6082748800	Terminix Branch Charter No.:	
Terminix Branch Address:	2017 S STOUGHTON RD, MADISON, WI 53716-2849		

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

STATE-SPECIFIC DISCLOSURES.

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

GEORGIA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

TEXAS: 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.

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TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) y ear beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.

2. **FEES.** Purchaser shall pay the fees for Initial Service Visit and subsequent quarterly Service Visits for the Initial Term and any Renewal Term in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Purchaser.

3. **PEST CONTROL SERVICE PLAN.** Terminix shall control for and mitigate against infe stations of Standard Pests located in and around the structures on the Purchaser's premises through delivery of regular pest control service. For an additional charge, Terminix shall control for and mitigate against infestations of Premium Pests designated by Purchaser on Page 1 of this Agreement located in and around the structures on the Purchaser's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.

   a. **INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS.** On the initial service vi sit, Terminix will apply pesticides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "Initial Treatment"). Subsequent to the Initial Treatment, Terminix will apply pesticides only to the exterior perimeter of the structures on the premises once each calendar quarterly period during the Initial Term and any Renewal Term. Additionally, for control of certain Premium Pests, Terminix may utilize other pest control strategies including use of traps and glue boards.

   b. **EXCLUDED PESTS.** Terminix shall have no obligation to control for or mitigate a gainst the following pests: Termites (subterranean, drywood, damp wood), wood-boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified as a Standard Pest or Premium Pest, unless otherwise agreed to in writing by Terminix.

   c. **INTERIM SERVICE VISITS.** Subject to the limitations in Section 5–Purchaser Coo peration, Terminix shall, upon the request of Purchaser and at no additional costs to Purchaser, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests which occur between the regularly scheduled quarterly service visits.

4. **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.

5. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the m ost 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.

6. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IM MEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT, PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.

7. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIB ITED 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.

8. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the r oof or exterior walls of the structures on the premises, 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.

9. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the structures, Services ma y 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 service charges 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 service charges, this Agreement will terminate automatically as of the date of the change of ownership.

10. **FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perfor m 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.

11. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not b e 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 pest infestation.

12. **CHANGE IN LAW.** Terminix performs its services in accordance with the requiremen ts 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 service charges or terminate this Agreement.

13. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Ter minix 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.

14. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may ch ange 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.

15. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable f or any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

16. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any cont ract, 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." Venue for arbitration hereunder shall lie in Memphis, TN.

17. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capa city, 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.

18. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 16 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.

19. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitute s the entire agreement between the parties and 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.

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TERMINIX®

Contract #: 75315-070618205230-9803

TENT DEFEND ONE-TIME TREATMENT FOR WOOD-BORING AND /OR POWDER POST BEETLES

THIS AGREEMENT PROVIDES FOR FUMIGATION TREATMENT OF A STRUCTURE TO CONTROL FOR INFESTATIONS OF WOOD-BORING AND/OR POWDER-POST BEETLES BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUCH WOOD-BORING AND/OR POWDER-POST BEETLES.

Purchaser: VERLA STUELAND | Home Phone: 6086324867 | Work Phone:

Purchaser Mailing Address: , ,

Property Address: E 5674 STATE HWY 56, VIROQUA,WI 54665

Description of Structure(s) Covered: House | Email: lykemall@aol.com

SERVICE / PAYMENT TERMS

FUMIGATION TREATMENT CHARGES*	$	800.00

***Excludes tax (if applicable)**

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 disclosures for the fumiga nt(s), which will be used to treat the above-named property.
- Terminix has provided the Purchaser with an *Inspection Graph* as described in Section 2 of the Terms and Conditions on page 2 of this A greement, which is a part of this Agreement and is incorporated by reference herein.

Terminix has provided the Purchaser with the following Notices: (a) *Preparation by Owner or Occupant Prior To Fumigation Notice* and (b) *Fumigation Services Notice*.

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 17 and 18 of the Terms and Conditions on page 2 of this Agreement:

Purchaser Name: VERLA STUELAND | Purchaser (Signature): _____ | Date: _____

Representative Name: KNUDSEN, CHRISTOPHER | Representative (Signature): _____ | Date: _____

Terminix Branch Phone: 6082748800 | Terminix Branch Charter No.: _____

Terminix Branch Address: 2017 S STOUGHTON RD, MADISON, WI 53716-2849

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1.800.TELLTMX (1.800.835.5869). **STATE-SPECIFIC DISCLOSURES:**

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.

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TERMS AND CONDITIONS

1. **FEES.** Purchaser shall pay the fees for the treatment with the Tent Defend System 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 property for visible wood-boring and/or powder-post beetle 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.

3. **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 WOOD- BORING AND/OR POWDER-POST BEETLES, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF INITIAL TREATMENT WITH THE TENT DEFEND SYSTEM. The sole obligation of Terminix under this Agreement (hereinafter the "Services") is as follows: (a) Treat the Structures as described on the Inspection Graph attached to this Agreement with the Terminix Tent Defend System (the "Tent Defend System"); and (b) During the ninety (90) day period immediately following the date of initial treatment, if requested by Purchaser, inspect the Structures for wood-boring and/or powder- post beetles activity and retreat with a residual pesticide product, if necessary, to control for infestations of wood-boring and/or powder-post beetles, as determined by Terminix in its sole discretion. Subsequent to the ninety (90) day period, Terminix has no obligation to re-inspect the Structures. This Agreement expires ninety (90) days following the date of initial treatment and may not be renewed or extended by Purchaser.

4. **FUMIGATION TREATMENT.** THE TERMINIX TENT DEFEND SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM WOOD-BORING AND/OR POWDER-POST BEETLES. THIS AGREEMENT DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*), SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) INFESTATIONS OR OTHER WOOD- DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS OR WOOD-DECAY FUNGI.

5. **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.

6. **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.

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. TERMINIX SHALL NOT BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE CAUSED BY WOOD- DESTROYING BEETLES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT WOOD-DESTROYING BEETLES WILL NOT RETURN FOLLOWING ANY TREATMENTS.

8. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY TERMINIX UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, TERMINIX SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT, AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF TERMINIX.

9. **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.

10. **IMPLEMENTATION OF TENT DEFEND SYSTEM.** Purchaser understands and agrees that the installation of the Tent Defend System shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures and surrounding areas. Purchaser hereby releases Terminix from any and all claims of damage to the Structure and surrounding areas as a result of the installation of the Tent Defend System. If Purchaser fails and refuses to allow Terminix to properly install the Tent Defend System as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.

11. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on page 1 of this Agreement as of the date of the initial treatment with the Tent Defend System. If the Structure is modified, altered or otherwise changed, (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alteration. 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 Tent Defend System treatment as a result of the Alterations.

12. **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.

13. **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; (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; and (c) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to wood-destroying beetles infestation.

14. **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.

15. **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.

16. **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.

17. **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." Venue for arbitration hereunder shall lie in Memphis, TN.

18. **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.

19. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 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.

20. **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.

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Summary of Charges

	Product	Amount	Tax	Discount	Total Amount
Initial Term	Residential Inside/Outside Pest Control	$179.00	$0.00	$50.00	$129.00
Special Charges	Powder Post Beetle	$800.00	$0.00	$0.00	$800.00
				Grand Total:	$929

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: VERLA STUELAND **Purchaser (Signature):** _____ Date: _____

AUTOPAY: Purchaser authorizes Terminix 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.

Authorization

Purchaser Name: VERLA STUELAND **Purchaser (Signature):** _____ Date: _____

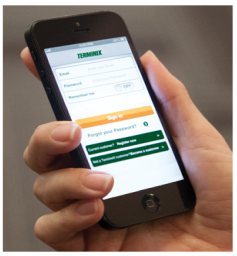
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MADISON
2017 S STOUGHTON RD
MADISON,WI 53716-2849
6082748800

Contract #: 75315-070618205230-9803
Inspection Date: 07/06/2018
Inspector: KNUDSEN, CHRISTOPHER

See for yourself why Terminix is America's #1 provider of termite and pest control.

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- Request additional treatments
- Review service history
- Access billing history
- Request a call from a representative
- Enroll in EasyPay

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