



# McKENDREE

TERMITE AND PEST CONTROL, INC.

P.O. Box 639 • Yulee FL 32041

904-225-9425 • 904-353-3620 • Toll Free: 1-877-SHOTBUG

WE'RE DEAD SERIOUS ABOUT KILLING BUGS

## WOOD DESTROYING ORGANISM SERVICE AGREEMENT

10-28-05  
 CONTRACT DATE  
 NASSAU County Public Services 9011 NASSAU PLACE  
 PROPERTY OWNER OR AUTHORIZED AGENT SERVICE ADDRESS  
 P.O. BOX 1010 YULEE, FL. 32097  
 MAILING ADDRESS CITY STATE ZIP CODE  
 Greenlandia Bldg., FL 32035  
 CITY STATE ZIP CODE HOME PHONE WORK PHONE

THIS CONTRACT IS FOR:  LIMITED WARRANTY ara  NONE CUSTOMER INITIAL

BUILDING(S) OR STRUCTURE(S) TO BE TREATED STEEL OFFICE bldg. HOUSE, GARAGE, BASEMENT, SHED, ETC.

TYPE OF STRUCTURE(S): CRAWL SLAB, MONOLITHIC SUPPORTED, FLOATING, ETC.

MCKENDREE TERMITE & PEST CONTROL, INC. IS AUTHORIZED TO TREAT THE ABOVE PROPERTY FOR THE CONTROL OF:

SUBTERRANEAN TERMITES  DRYWOOD TERMITES  WOOD BORERS  
 FORMOSAN TERMITES  POWDER POST BEETLES  FUNGUS  OTHER

I FULLY UNDERSTAND AND AGREE THAT THIS CONTRACT PERTAINS ONLY TO THE CONTROL OF THE INSECTS INDICATED ABOVE. THE COMPANY DOES NOT ACCEPT RESPONSIBILITY OF THE CONTROL OF WOOD DESTROYING INSECTS NOT CONTRACTED AND AGREED TO. I FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS CONTRACT

Lindsey D. Arora  
CUSTOMER SIGNATURE DATE

ATTEST:  
John A. Crawford  
 John A. Crawford  
 Ex-Officio Clerk

PURPOSE OF TREATMENT:  
 EXISTING INFESTATION  PRESUMPTIVE EVIDENCE OF INFESTATION  PREVENTION OF INFESTATION

LOCATION OF INSPECTION NOTICE:  ATTIC  CRAWL SPACE  WINDOW  OTHER

INITIAL TREATMENT	\$	<u>1,750.00</u>	PROPERTY TO BE REINSPECTED IN
BATH TRAPS	\$		THE RENEWAL MONTH OF <u>11/06</u>
ADDITIONAL RENEWALS	\$		OF EACH YEAR OF THE CONTRACT
SUB-TOTAL	\$		UPON PAYMENT OF \$ <u>2,250.00 (due 11/06)</u>
TAX (IF APPLICABLE)	\$		
TOTAL DUE	\$	<u>1,750.00</u>	

Approved as to form by  
 the Nassau County  
 Attorney:  
Michael S. Mullin  
 MICHAEL S. MULLIN

### LIMITED WARRANTY (RETREATMENT ONLY)

#### TERMS AND CONDITIONS:

- IT IS AGREED THAT UNDER THIS AGREEMENT, MCKENDREE TERMITE AND PEST CONTROL, INC. IS NOT RESPONSIBLE FOR THE REPAIR OF VISIBLE DAMAGE EXISTING AS OF THE DATE OF THIS AGREEMENT EXCEPT AS SUCH DAMAGE IS DESCRIBED ON THE GRAPH SHEET AND FOR WHICH A SPECIFIC CHARGE FOR THE REPAIR OF THE SAME IS MADE. IT IS POSSIBLE THAT DAMAGE MAY, AS OF THE DATE OF AGREEMENT, EXIST IN UNEXPOSED AREAS OF THE STRUCTURE, OR IN AREAS WHICH ARE INACCESSIBLE TO VISUAL INSPECTION, FOR THIS REASON, MCKENDREE TERMITE AND PEST CONTROL, INC. CANNOT GUARANTEE THAT THE DAMAGE DISCLOSED BY VISUAL INSPECTION OF THE STRUCTURE (AND WHICH IS INDICATED ON THE GRAPH SHEET) REPRESENTS THE ENTIRETY OF THE DAMAGE WHICH MAY EXIST AS OF THE DATE OF INITIAL TREATMENT. IT IS SPECIFICALLY UNDERSTOOD, THEREFORE, THAT MCKENDREE TERMITE AND PEST CONTROL, INC. SHALL NOT BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE WHICH EXISTED IN AREAS OR IN STRUCTURAL MEMBERS WHICH WERE NOT ACCESSIBLE FOR VISUAL INSPECTION AS OF THE DATE OF THIS AGREEMENT.
- STRUCTURAL OR MECHANICAL DEFECTS WHICH RESULT IN WATER LEAKAGE IN INTERIOR AREAS OR THROUGH THE ROOF OR EXTERIOR WALLS OF THE STRUCTURE MAY DESTROY THE EFFECTIVENESS OF MCKENDREE TERMITE AND PEST CONTROL, INC.'S TREATMENT, THEREBY PERMITTING INFESTATION TO CONTINUE AFTER THE DATE OF INITIAL TREATMENT. IF SUCH A CONDITION IS DISCOVERED, IT IS AGREED THAT THE OWNER WILL BE RESPONSIBLE FOR MAKING SUCH REPAIRS AS ARE NECESSARY TO CORRECT THE STRUCTURAL OR MECHANICAL DEFECT AND MCKENDREE TERMITE AND PEST CONTROL, INC. WILL UPON COMPLETION OF SAID REPAIRS, PROVIDE ADDITIONAL TREATMENT DEEMED NECESSARY BY THE COMPANY TO CONTROL THE INFESTATION IN THE AREA FOR A NOMINAL FEE TO THE HOMEOWNER. MCKENDREE TERMITE AND PEST CONTROL, INC. WILL NOT BE RESPONSIBLE FOR REPAIRING DAMAGES OCCURRING FROM INFESTATION DUE TO THE DEFECTS.
- MCKENDREE TERMITE AND PEST CONTROL, INC.'S LIABILITY SHALL BE TERMINATED SHOULD MCKENDREE TERMITE AND PEST CONTROL, INC. BE PREVENTED FROM FULFILLING IT'S RESPONSIBILITIES UNDER THE TERMS OF THE

OVER >

AGREEMENT OF THE WARRANTY BY REASON OF ACTS OF WAR, WHETHER DECLARED OR UNDECLARED, ACTS OF ANY DULY CONSTITUTED GOVERNMENT AUTHORITY, STRIKES, OR REFUSAL BY THE OWNER TO ALLOW MCKENDREE TERMITE AND PEST CONTROL, INC. ACCESS TO THE STRUCTURE FOR THE PURPOSE OF CARRYING OUT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**4. THIS AGREEMENT COVERS THE STRUCTURE DIAGRAMMED ON THE GRAPH SHEET AS OF THE DATE OF ACTUAL TREATMENT, AND IN THE EVENT THE STRUCTURE IS STRUCTURALLY MODIFIED, ALTERED, OR OTHERWISE CHANGED AFTER THE DATE OF INITIAL TREATMENT, THIS AGREEMENT SHALL TERMINATE UNLESS A PRIOR WRITTEN AGREEMENT SHALL HAVE BEEN ENTERED INTO BETWEEN THE OWNER AND THE COMPANY TO REINSPECT THE STRUCTURE, PROVIDE ADDITIONAL TREATMENT AND/OR ADJUST THE ANNUAL REINSPECTION FEE.**

5. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THIS AGREEMENT AND THE GRAPH SHEET CONSTITUTE THE COMPLETE AGREEMENT BETWEEN THE PARTIES AND THAT ALTERATION OR CHANGE BE IN WRITING AND EXECUTED BY A CORPORATE OFFICER OF MCKENDREE TERMITE AND PEST CONTROL, INC. UNDER THE CORPORATE SEAL.

6. MCKENDREE TERMITE AND PEST CONTROL, INC. MAY EXERCISE IT'S RIGHT TO INCREASE THE ANNUAL INSPECTION FEE AS OF THE FIFTH, OR ANY LATER RENEWAL DATE, BY GIVING ADVANCE NOTICE.

7. THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICE, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE CONTRACTOR. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICE AND MUST BE POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO MCKENDREE TERMITE AND PEST CONTROL, INC., P.O. BOX 639, YULEE, FLORIDA 32041. IF YOU CANCEL THIS AGREEMENT THE COMPANY MUST RETURN ALL OF YOUR DOWN PAYMENT.

**8. LIMITED WARRANTY FOR POWDER POST BEETLES, DRYWOOD TERMITES OR WOOD BORERS IS LIMITED TO THE UNDERSTRUCTURE OF THE BUILDING ONLY AND DOES NOT COVER REPAIRS TO PRESENT OR FUTURE DAMAGE. IF SUBSEQUENT INFESTATION OCCURS, MCKENDREE TERMITE AND PEST CONTROL, INC. IS OBLIGATED ONLY TO RETREAT THE UNDERSTRUCTURE.**

9. THE PURCHASER AND MCKENDREE TERMITE AND PEST CONTROL, INC. AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH COMMERCIAL ARBITRATION RULES THEN IN FORCE OF THE AMERICAN ASSOCIATION. THE DECISION OF THE ARBITRATOR SHALL BE A FINAL AND BINDING RESOLUTION OF THE DISAGREEMENT WHICH MAY BE ENTERED AS A JUDGEMENT BY ANY COURT OF COMPETENT JURISDICTION. NEITHER PARTY SHALL SUE THE OTHER WHERE THE BASIS OF THE SUIT IS THE AGREEMENT OTHER THAN FOR ENFORCEMENT OF THE ARBITRATOR'S DECISION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS.

10. **REINSPECTION WILL BE MADE UPON PAYMENT OF ANNUAL FEE OR UPON THE OWNER'S REQUEST.**

**SUBTERRANEAN TERMITE LIMITED WARRANTY (RETREATMENT ONLY)**

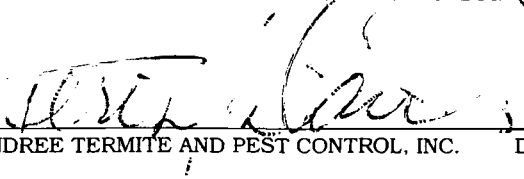
1. IF REINFESTATION TO THE INCLUDED REAL PROPERTY SHOULD OCCUR AND BE REPORTED WITHIN ONE YEAR AFTER THE DATE OF THIS AGREEMENT, ADDITIONAL SUBTERRANEAN TERMITE CONTROL SERVICE WILL BE PERFORMED WITHOUT CHARGE TO THE OWNER.

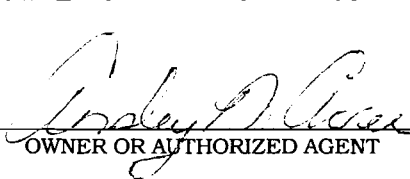
2. THIS LIMITED WARRANTY SHALL REMAIN IN FORCE **5 YEARS FROM THE AGREEMENT DATE NOTED HEREIN**, PROVIDED THAT THE UNDERSIGNED CONTRACTOR VISUALLY REINSPECTS THE STRUCTURE ANNUALLY AND PROVIDED THAT THE OWNER PAYS THE UNDERSIGNED CONTRACTOR AN ANNUAL REINSPECTION FEE STATED ABOVE. FAILURE TO PAY THE REINSPECTION FEE WITHIN **90 DAYS** AFTER THE ANNIVERSARY DATE OF THE AGREEMENT SHALL VOID THIS LIMITED WARRANTY WITHOUT PRIVILEGE OF REINSTATEMENT.

3. IF, AT THE TIME OF REINSPECTION, ADDITIONS OR ALTERATIONS HAVE BEEN MADE, OR A STRUCTURAL PROBLEM ARISES TO THE REAL PROPERTY, WHICH IN THE OPINION OF THE CONTRACTOR CONSTITUTES CONDITIONS FOR REINFESTATION OF SUBTERRANEAN TERMITES, THEN SUCH ADDITIONS OR ALTERATIONS MUST BE SUPERVISED BY THE UNDERSIGNED CONTRACTOR AS SOON AS PRACTICAL AT THE EXPENSE OF THE OWNER. **ANY AND ALL LOCATIONS OF EXCESSIVE MOISTURE AND/OR WATER LEAKS IN AND AROUND THE REAL PROPERTY THAT THE CONTRACTOR DEEMS AS AN AREA(S) OF POSSIBLE REINFESTATION BY SUBTERRANEAN TERMITES MUST BE REPAIRED AND/OR REPLACED BY THE OWNER TO ELIMINATE THE CONDITIONS SUBJECT TO CAUSING THE REINFESTATION. IF THESE ARE NOT REPAIRED AND/OR CORRECTED, THIS LIMITED WARRANTY SHALL IMMEDIATELY BECOME VOID.**

4. MCKENDREE TERMITE AND PEST CONTROL, INC.'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO RETREATMENT ONLY, AND IN NO WAY, IMPLIED OR OTHERWISE IS MCKENDREE TERMITE AND PEST CONTROL, INC. RESPONSIBLE FOR DAMAGES OR REPAIRS TO THE STRUCTURE OR IT'S CONTENTS.

5. THIS LIMITED WARRANTY MAY BE TRANSFERRED TO A NEW OWNER OF THE ABOVE DESCRIBED PROPERTY.

  
MCKENDREE TERMITE AND PEST CONTROL, INC.      DATE

      11-3-05  
OWNER OR AUTHORIZED AGENT      DATE

*Approved*  
10-12-05