

GENERAL TERMS AND CONDITIONS

FOR ALL SERVICE AGREEMENTS

MATERIALS: The materials used shall conform to Federal, State, and Local ordinances.

SERVICE PERFORMANCE: Total eradication of the Serviced Pest(s) may not be possible. CUSTOMER understands that NOZZLE NOLEN, INC. is not guaranteeing that the Serviced Pest(s) will be completely eradicated or that CUSTOMER will not see another Serviced Pest(s). No provision within this Agreement should be construed to mean that the warranted pests will never infest or reinfest the Structure(s). These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement. NOZZLE NOLEN, INC. will use its best efforts to control the Serviced Pest(s) and that such effort constitutes full performance under the terms of this Agreement.

COVERED STRUCTURES: Only the structures listed on the first page of this Agreement are covered. This excludes detached structures, fences, decks, or other constructions and improvements, unless specifically listed.

YOUR COOPERATION: Your cooperation is important to ensure the most effective results from Nozzle Nolen, Inc. In the event you must reschedule the service, please notify Nozzle Nolen, Inc. within 24 hours in advance.

ACCESSIBILITY: Please make sure pets/animals are secured and access to the property/gates are unlocked for service. If for any reason the pets are not secured and/or the gates are locked, prohibiting access, and preventing service from being performed, the service amount will be due from the customer. We will not be obligated to make up or add an additional service at the property.

DUTY TO AVOID CONDUCTIVE CONDITIONS: Customer agrees to cooperate with Nozzle Nolen during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Termite infestation or disrupt the effectiveness of the treatments. These conditions include, but are not to be limited to, construction defects, wood, trash, Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane based products, Polystyrenes, Polyisocyanurates, Polyisocyanurates and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection, crawlspace encapsulation systems which limit or prohibit an adequate inspection of a crawlspace area, stucco below grade, direct wood to soil contact, tree stumps, standing water or above ground moisture accumulations caused by any natural or man-made source. Such moisture accumulations include, but are not to be limited to, condensation, leaks from exterior walls, windows, doors, roofs, skylights, chimneys, gutters, down spouts, plumbing, plumbing fixtures, sprinkler systems, moisture trapped by foam materials, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. In no event is Nozzle Nolen responsible for any additional service or damage to the Structure(s) or its contents resulting from conditions conducive to a Termite infestation or disruptions the effectiveness of the treatments resulting in a Termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of Nozzle Nolen’s written notification of such conditions. Customer’s failure to eliminate the conducive condition within sixty (60) days of Nozzle Nolen’s written notification will render this Agreement voidable, in whole or part, by Nozzle Nolen. No Protection Program covers infestation and/or re-infestation caused by wood and/or furniture introduced into the structure after its initial treatment.

MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S): This Agreement only covers the original configuration of the Structure(s) identified above as of the date of this Agreement. The Customer shall provide notification to Nozzle Nolen, in writing, prior to any alteration, addition, modification or change to the Structure(s), to include, but not limited to, the application of Closed Cell or Open Cell Spray Foam insulation, the installation of a crawlspace encapsulation system, any disruption of the applied treatment(s) or soil surrounding the foundation of the Structure(s). Nozzle Nolen shall have the right to terminate this Agreement if Customer fails to provide written notice of any alteration, addition, modification or change to the Structure(s), or disruption of the applied treatment or soil surrounding the foundation of the Structure(s). Any additional treatment or service required due to an alteration, addition, modification or change to the Structure(s) will be provided by Nozzle Nolen at Customer’s expense. Customer agrees that Nozzle Nolen shall have the right to charge an additional fee or increase the renewal fee stated on the front page of this Agreement, or both, as a result of such alteration, addition, modification, or change to the Structure(s), or disruption of the applied treatment or soil surrounding the foundation of the Structure(s) that occurs while this Agreement is in effect.

CHEMICAL SENSITIVITY: If Customer or an occupant of the Structure(s) knows, or believes, that they may be sensitive to pesticides, written notice must immediately be provided to the NOZZLE NOLEN prior to any treatment or retreatment performed on the Structure(s). NOZZLE NOLEN reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide this notification represents Customer and occupants’ assumption of the risk and waiver of any claims against NOZZLE NOLEN in connection with such sensitivity. Customer further agrees to indemnify, protect, and hold harmless NOZZLE NOLEN from any and all chemical sensitivity claims, causes, actions, judgments, costs, attorney’s fees, expenses and losses of every kind and character, whether direct or indirect, brought by Customer or other occupants of the Structure(s), if Customer fails to provide the above written notice.

ALLERGIES AND SENSITIVITIES: If you, or any occupants, are prone to allergic reactions or sensitivities to dust, pollen, are sensitive to chemical odors, or suffer from any respiratory illnesses, you should consult your physician before any service is performed on your property and avoid the premises as the physician directs.

CHANGE IN LAW: Should any federal, state, or local law or regulation change regarding the Agreement, treatment or services, NOZZLE NOLEN is authorized to take any action necessary to bring itself into compliance with said laws. If NOZZLE NOLEN cannot modify the terms of this its Agreement or its treatments or services in order to comply with such change in the law, then NOZZLE NOLEN reserves the right to immediately terminate this Agreement.

TRANSFERABILITY: This Agreement and Protection Program is transferable to new owners at NOZZLE NOLEN, Inc’s discretion. Transfer requires a full Termite inspection to be performed by Nozzle Nolen, the signing of a new written service agreement by the new owner, signing of a Termite inspection graph showing the condition of the structure at time of transfer, and the collection of any applicable service fees.

TERMINATION: NOZZLE NOLEN’s responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if NOZZLE NOLEN is prevented or delayed from fulfilling any of its duties, obligations, or responsibilities under the terms of this Agreement by reasons or circumstances beyond its control or by the Customer’s interference or refusal to provide NOZZLE NOLEN with access to Structure(s).

SEVERABILITY: Customer agrees that 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.

PAYMENT TERMS: Ongoing program payments shall be made via automatic debited payment (credit card, debit card, or automatic checking account draft) on the day of the month indicated on the first page of this agreement. In the event of a declined payment, the customer will have 10 days to provide updated payment and bring their account current, or the account will be suspended pending updated payment and paying the balance in full. By placing a card on file, the cardholder and account holder gives permission to Nozzle Nolen, Inc. to charge the payment method provided for any auto debit and/or cancellation fees accrued. By enrolling in an auto payment agreement, you authorize Nozzle Nolen, Inc. to charge the payment method provided for the monthly and/or annual payment(s) associated with your account, on the billing due date. It is your responsibility to keep a current card on file with accurate billing information. Nozzle Nolen, Inc. cannot be held responsible for errors in processing due to expired or inaccurate information. Customer shall be responsible for any fees associated with returned or dishonored payment.

Property management customers only: If customer opts out of Auto Pay then they agree that they are responsible for making timely payments. Customer is required to have current ACH or Credit Card information on file. Customer acknowledges that if the account reaches 90 days past due that Nozzle Nolen is authorized to charge the payment method on file for the entire balance due on the account.

NON-PAYMENT: In the event that Customer fails to pay any sum due and owed under the terms of this Agreement and Protection Program, NOZZLE NOLEN, Inc. has the right to terminate this Agreement. In the event a collection service is utilized, or legal action becomes necessary to recover any and all unpaid balances, Customer will be responsible to pay all costs associated with collection including attorney’s fees. Attorney fees are recoverable by the prevailing party only in an action for collection of unpaid amounts due under this Agreement and for no other type of action. The Arbitration provision set forth in the paragraph below does not apply to this paragraph.

ASSIGNABILITY: Nozzle Nolen, Inc. reserves the right to perform services through an independent contractor it selects.

RENEWAL OF AGREEMENT: This agreement will automatically renew each month (subject to annual price increase) unless canceled in writing, in person, by telephone, email or mail by either party on thirty (30) days’ notice.

EARLY TERMINATION OF THE AGREEMENT: It is understood that should this agreement be canceled, for any reason, before the completion of the term agreed upon at signing of this agreement, CUSTOMER will pay a cancellation fee of 15% of the total cost of the remaining months of the agreed upon term or \$50, whichever is greater. For example, if the agreement signed was for 24 months at \$100 per month, and cancellation is requested after 14 months, then there would be 10 months remaining for a total of \$1000, and there would be an ETF of 15% for a total of \$150. Nozzle Nolen, Inc. and Owner agree that as to any civil action or legal proceedings arising out of or relating to this Agreement, the laws of the State of Florida apply, and venue shall be in Palm Beach County.

NO REFUNDS: NOZZLE NOLEN, INC. does not offer a refund once the initial service has been rendered.

NOZZLE NOLEN, INC. OWNERSHIP OF EQUIPMENT: The Customer understands that all components used for the elimination and/or prevention of the covered pests will remain the property of Nozzle Nolen, Inc., unless otherwise purchased separately by the Customer. The Customer has no possessory rights to any of these components, other than the right to their use as installed by Nozzle Nolen, Inc., on the Customer’s premises while this Agreement is in effect. CUSTOMER is responsible for the costs associated with the loss, destruction, or replacement of any such component or device following installation, so long as NOZZLE NOLEN, INC. does not cause the loss or destruction of the component or device. On expiration or termination of this agreement, Nozzle Nolen, Inc. is authorized by the Customer to retrieve the components from the Customer’s premises. CUSTOMER agrees to provide NOZZLE NOLEN, INC. with access to the Structure(s) and/or property upon which the Structure(s) is located in order to retrieve any and all such component and devices.

DAMAGES: CUSTOMER agrees that this Agreement does not cover and NOZZLE NOLEN, INC. shall not be responsible or liable for any of the following:

- a) Damage of any nature to the Structure(s) or its contents, or bodily injury resulting from any services provided or insect, pest, or wood-destroying organisms, moisture conditions, conducive conditions, and/or wood-decaying fungi, fungus, or mold.
- b) Damage and/or remedial treatments resulting from a disruption of the pest control treatment or from infested property, wood and/or furniture being introduced into the Structure(s) after initial treatment.
- c) Any damage or bodily injury of any nature resulting from moisture or indoor air quality conditions created during service of the Structure(s).
- d) The treatment for infestations in non-visible, inaccessible areas, obstructed areas, or that are concealed by Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane, Polystyrenes, Polyisocyanurates, or Polyisocyanurates based materials and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection and treatment.
- e) Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income, or business opportunities, created during service of the Structure(s).
- f) Attorney’s fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
- g) Injury or death of any pets or feral animals.
- h) Odors in the Structure(s).
- i) Damage caused by NOZZLE NOLEN, INC. to roofs (including cracked and broken tiles and shingles), awnings, skylights, gutters, antennas and satellite dishes (including realignment of same) or solar panels and heaters, the lifting of pain that may occur to walls or woodwork, carports, screen enclosures or overhangs.
- j) Damage caused by NOZZLE NOLEN, INC. to lawn, trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

LIMITATION ON LIABILITY: In the event that any of the exclusions in the Paragraph above (DAMAGES) do not apply for any reason, NOZZLE NOLEN, INC.’s liability for any claim whatsoever is limited to the TOTAL PRICE amount indicated on the front of this Agreement. This Agreement is not intended to benefit any person or entity other than the named CUSTOMER or subsequent approved Transferee.

HOLIDAYS: If your service date falls on a holiday in most cases, your service will be done the business day prior or after the holiday.

ARMS-LENGTH TRANSACTION: This is an arms-LENGTH transaction and no party intends to create a fiduciary relationship.

ACTS OF GOD: NOZZLE NOLEN, Inc.'s obligations are excused in the event that hurricanes, tornadoes, floods or other acts of God prevent NOZZLE NOLEN, Inc. from performing.

BINDING ARBITRATION: Customer and NOZZLE agree that any and all controversies or claims between them arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by arbitration administered under the Revised Florida Arbitration Act, Chapter 682, Florida Statutes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Palm Beach County, Florida, using the substantive law of Florida governing the issue or claim in dispute. The arbitrator shall be independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. Neither party shall sue the other where the basis of the suit is or arises out of this Agreement, other than for (1) enforcement of this arbitration provision, (2) appointment of an arbitrator if one cannot be mutually agreed upon, or (3) enforcement of the arbitrator’s decision. The Parties agree that the sole and exclusive venue of any suit shall be Palm Beach County, Florida. All costs, expenses, and fees of arbitration and settling a controversy shall be borne equally by the parties. This arbitration provision shall survive cancellation, expiration, or termination of this Agreement.

GENERAL TERMS AND CONDITIONS (continued)

FOR GENERAL PEST CONTROL

COVERED PESTS: This Agreement is for General Pest Service for Roaches (German, American, Australian, etc.), Ants, Silverfish, Millipedes, Wolf Spiders, and Paper Wasps service. NO OTHER TYPE OF HOUSEHOLD PESTS IS COVERED IN THIS AGREEMENT, TO INCLUDE ANY TYPE OF TERMITES, WOOD BORING BEETLES OR WOOD-DECAYING FUNGI, BED BUGS, FLEAS, TICKS, RATS, MICE, OR ANY RODENT, MITES, MOSQUITOS, ETC

TREATMENTS AND RETREATMENTS: NOZZLE NOLEN, INC. will provide necessary treatments and retreatments for the covered pests if an infestation or re-infestation occurs inside the covered structure. These treatments will be at no additional cost to the CUSTOMER.

OBLIGATION: This Agreement is offered for RETREATMENT ONLY service. Under this service, in the event of an infestation or reinfestation by the Serviced Pest(s), NOZZLE NOLEN, INC.’s only obligation will be to retreat the infested areas of the Structure(s) in accordance with the manufacturer’s product label for the treatment method selected, subject to and in addition to the General Terms and Conditions within this Agreement.

INSPECTIONS or APPLICATIONS: NOZZLE NOLEN, INC. will perform a visual inspection and/or application of pest control products at least one (4) times per year to the serviced Structure(s). The inspection or application will be of readily accessible areas only and may not include the structure’s interior, attics, or crawlspaces. NOZZLE NOLEN, INC. will not open any walls, remove any floor coverings, or move any furniture, equipment or other obstructions during the inspection or application to access or inspect or treat any portion of the Structure(s). CUSTOMER acknowledges and accepts that this visual inspection of the readily accessible areas of the Structure(s) is a reasonable inspection for the purposes of this Agreement.

DAMAGES: NOZZLE NOLEN, INC.’s only obligation is to treat or retreat the Structure(s) should a live infestation of the Serviced Pest(s) occur or reoccur while this agreement is in good standing. CUSTOMER agrees that this Agreement does not cover and NOZZLE NOLEN, INC. shall not be responsible or liable for any of the following:

- a) Damage of any nature to the Structure(s) or its contents, or bodily injury resulting from any services provided or insect, pest, or wood-destroying organisms, moisture conditions, conducive conditions, and/or wood-decaying fungi, fungus, or mold.
- b) Damage and/or remedial treatments resulting from a disruption of the pest control treatment or from infested property, wood and/or furniture being introduced into the Structure(s) after initial treatment.
- c) Any damage or bodily injury of any nature resulting from moisture or indoor air quality conditions created during service of the Structure(s).
- d) The treatment for infestations in non-visible, inaccessible areas, obstructed areas, or that are concealed by Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane, Polystyrenes, Polyisocyanurates, or Polyisocyanurates based materials and all similar materials

- collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection and treatment.
- e) Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income, or business opportunities, created during service of the Structure(s).
 - f) Attorney's fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
 - g) Injury or death of any pets or feral animals.
 - h) Odors in the Structure(s).
 - i) Damage caused by NOZZLE NOLEN, INC. to roofs (including cracked and broken tiles and shingles), awnings, skylights, gutters, antennas and satellite dishes (including realignment of same) or solar panels and heaters, the lifting of pain that may occur to walls or woodwork, carports, screen enclosures or overhangs.
 - j) Damage caused by NOZZLE NOLEN, INC. to lawn, trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

LIMITATION ON LIABILITY: In the event that any of the exclusions in the Paragraph above (DAMAGES) do not apply for any reason, NOZZLE NOLEN, INC.'s liability for any claim whatsoever is limited to the TOTAL PRICE amount indicated on the front of this Agreement for service of General Household Pest Management. This Agreement is not intended to benefit any person or entity other than the named CUSTOMER or subsequent approved Transferee.

GENERAL TERMS AND CONDITIONS (continued)

FOR RODENT CONTROL SERVICES

COVERED PESTS: This Agreement is for Rat and Mouse service for Norway Rats, Roof Rats, and House Mouse. NO OTHER TYPE OF RODENTS ARE COVERED IN THIS AGREEMENT, TO INCLUDE SQUIRRELS, CHIPMUNKS, RACOONS, OPOSSUM, ETC. OR HOUSEHOLD PEST IS COVERED IN THIS AGREEMENT, TO INCLUDE ANY TYPE OF TERMITE, WOOD BORING BEETLES OR WOOD-DECAYING FUNGI, BED BUGS, FLEAS, TICKS, MITES, MOSQUITOS, ETC

TRAPPING AND REMOVAL: This is for the trapping and removal of the Norway Rat, Roof Rat and House Mouse and is guaranteed when a Rodent Monitoring Agreement is purchased. Due to the exclusion process, there may be situations when rodents are sealed out and not trapped on the inside.

RODENT PROOFING/EXCLUSION: This is the exclusion of the Norway Rat, Roof rat and House Mouse. We will make minor repairs and install coverings and shields to deny access to the structure from the exterior. This service is guaranteed for one (1) year* Guarantee can be renewed annually by paying the annual renewal fee as long as exterior rodent control service is maintained. There are times when more extensive repairs are required, talk to your inspector for more details.

RODENT SANITIZATION: We neutralize odors and pathogens associated with rodents and remove feces from accessible areas. This service is rendered after proofing and trapping have been completed. Nozzle Nolen is not responsible for damage or disease due to rodent activity.

EXTERIOR RODENT CONTROL: This program continues the rodent proofing guarantee when rodent proofing has been purchased. Service is based on Rodent Pressure and includes placement of, and re-baiting/refreshing bait and cleaning interior of, stations as the service technician determines is necessary and warranted.

*There may be situations when rodents are gaining access to the structure from the inside. They are usually non-visible such as broken or abandoned sanitary or conduit lines. We may recommend that a plumber or electrical contractor be used to perform tests such as a smoke or inline camera test and to seal up any access points found. These services are not included under the scope of this agreement.

REMEDIAL MEASURES: Circumstances may warrant additional work to install and initialize the 365 Complete Plan. Proximity to existing Rodent Harborages and/or existing infestations may require remedial measures to be performed at the beginning of this agreement. Such conditions shall be described by the Nozzle Nolen representative and approved by the customer. If the customer does not want some/all of these measures dealt with, Nozzle Nolen will not guarantee those pests for more than 30 days after initiation of the contract. These additional services will be a separate charge and written on a separate agreement, and must be approved by the customer before the services are performed.

DAMAGES: NOZZLE NOLEN, INC.'s only obligation is to treat or retreat the Structure(s) should a live infestation of the Serviced Pest(s) occur or reoccur while this agreement is in good standing. CUSTOMER agrees that this Agreement does not cover and NOZZLE NOLEN, INC. shall not be responsible or liable for any of the following:

- a) Damage of any nature to the Structure(s) or its contents, or bodily injury resulting from any services provided or insect, pest, or wood-destroying organisms, moisture conditions, conducive conditions, and/or wood-decaying fungi, fungus, or mold.
- b) Damage and/or remedial treatments resulting from a disruption of the pest control treatment or from infested property, wood and/or furniture being introduced into the Structure(s) after initial treatment.
- c) Any damage or bodily injury of any nature resulting from moisture or indoor air quality conditions created during service of the Structure(s).
- d) The treatment for infestations in non-visible, inaccessible areas, obstructed areas, or that are concealed by Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane, Polystyrenes, Polyisocyanurates, or Polyisocyanurates based materials and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection and treatment.
- e) Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income, or business opportunities, created during service of the Structure(s).
- f) Attorney's fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
- g) Injury or death of any pets or feral animals.
- h) Odors in the Structure(s).
- i) Damage caused by NOZZLE NOLEN, INC. to roofs (including cracked and broken tiles and shingles), awnings, skylights, gutters, antennas and satellite dishes (including realignment of same) or solar panels and heaters, the lifting of pain that may occur to walls or woodwork, carports, screen enclosures or overhangs.
- j) Damage caused by NOZZLE NOLEN, INC. to lawn, trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

NOZZLE NOLEN makes no guarantee that the service will prevent damage caused by rodent or that the purchaser or any persons at the service location will not be bitten by rodents, experience unpleasant odors, see rodents or flies, or become infected by rodent-transmitted diseases.

LIMITATION ON LIABILITY: In the event that any of the exclusions in the Paragraph above (DAMAGES) do not apply for any reason, NOZZLE NOLEN, INC.'s liability for any claim whatsoever is limited to the TOTAL PRICE amount indicated on the front of this Agreement for service of Rodent Control. This Agreement is not intended to benefit any person or entity other than the named CUSTOMER or subsequent approved Transferee.

GENERAL TERMS AND CONDITIONS (continued)

FOR MOSQUITO CONTROL

COVERED PESTS: This Agreement is for exterior Abatement Service for Ae. Albopictus and Ae. Aegypti Mosquitos (Asian Tiger and Yellow Fever mosquitos). NOZZLE NOLEN, INC. MAKES NO GUARANTEE THAT THIS SERVICE WILL BE EFFECTIVE ON ANY OTHER MOSQUITO SPECIES. NO OTHER TYPE OF HOUSEHOLD PESTS IS COVERED IN THIS AGREEMENT, TO INCLUDE ANY TYPE OF ROACHES, ANTS, SILVERFISH, MILIPEDES, SPIDERS, WASPS, ANY TYPE OF TERMITE, WOOD BORING BEETLES OR WOOD-DECAYING FUNGI, BED BUGS, FLEAS, TICKS, RATS, MICE, OR ANY RODENT, MITES, ETC

ABATEMENT: This Agreement is offered for Abatement of mosquitos on the exterior of the covered property. Abatement is the suppression of the population of mosquitos on the covered property. Although the service aggressively targets mosquitoes, it is scientifically impossible to eradicate 100% of mosquitoes on a property, and as such, a 100% guarantee is not possible. CUSTOMER understands that NOZZLE NOLEN, INC. is not guaranteeing that the covered pest(s) will be completely eliminated from the property or that the customer will not see, or be bit by, the covered pest(s). NOZZLE NOLEN, INC. will use its best efforts to control the Serviced Pest(s) and that such effort constitutes full performance under the terms of this Agreement.

TREATMENTS AND RETREATMENTS: NOZZLE NOLEN, INC. will provide necessary treatments for the covered pests() on the covered property. These treatments will occur on the exterior of the structure. Retreatments are only covered due to a failure by NOZZLE NOLEN, INC. to properly perform the scheduled treatment. Reservices due to activity of the covered pest are not included in this agreement, and will require an additional fee.

DAMAGES: NOZZLE NOLEN, INC.’s only obligation is to treat the exterior of the Structure(s) at the scheduled frequency for abatement of the Serviced Pest(s) while this agreement is in good standing. CUSTOMER agrees that this Agreement does not cover and NOZZLE NOLEN, INC. shall not be responsible or liable for any of the following:

- a) Damage of any nature to the Structure(s) or its contents, or bodily injury resulting from any services provided or insect, pest, or wood-destroying organisms, moisture conditions, conducive conditions, and/or wood-decaying fungi, fungus, or mold.
- b) Damage and/or remedial treatments resulting from a disruption of the pest control treatment or from infested property, wood and/or furniture being introduced into the Structure(s) after initial treatment.
- c) Any damage or bodily injury of any nature resulting from moisture or indoor air quality conditions created during service of the Structure(s).
- d) The treatment for infestations in non-visible, inaccessible areas, obstructed areas, or that are concealed by Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane, Polystyrenes, Polyisocyanurates, or Polyisocyanurates based materials and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection and treatment.
- e) Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income, or business opportunities, created during service of the Structure(s).
- f) Attorney’s fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
- g) Injury or death of any pets or feral animals.
- h) Odors in the Structure(s).
- i) Damage caused by NOZZLE NOLEN, INC. to roofs (including cracked and broken tiles and shingles), awnings, skylights, gutters, antennas and satellite dishes (including realignment of same) or solar panels and heaters, the lifting of pain that may occur to walls or woodwork, carports, screen enclosures or overhangs.
- j) Damage caused by NOZZLE NOLEN, INC. to lawn, trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

LIMITATION ON LIABILITY: In the event that any of the exclusions in the Paragraph above (DAMAGES) do not apply for any reason, NOZZLE NOLEN, INC.’s liability for any claim whatsoever is limited to the TOTAL PRICE amount indicated on the front of this Agreement for service of Mosquito Abatement. This Agreement is not intended to benefit any person or entity other than the named CUSTOMER or subsequent approved Transferee.

GENERAL TERMS AND CONDITIONS (continued)

FOR LAWN AND ORNAMENTAL SERVICES

COVERED PESTS: This Agreement is for Lawn and Ornamental services. The pests and areas covered are based on the program(s) chosen on the first page of this agreement. The different programs and their covered pests are as follows:

- Yard Defense: Lawn and Ornamental destroying pests service for Cinch Bugs, Grubs, Armyworms, Mole Crickets, and Sod Webworms.
- Green Medal Pro: Everything covered by the Yard Defense program PLUS abatement of weeds, and fungal disease abatement.
- Fire Ant Coverage Add On: Adds Fire Ant coverage to a landscape program.
- Flea & Tick Coverage Add On: Adds Flea & Tick coverage to a landscape program.
- Mole Repellant: Repelling of moles. Does not guarantee there will be no mole activity.
- Mole Baiting: Elimination of moles. Will not prevent re-infestation after treatment has concluded.

NO OTHER TYPE OF HOUSEHOLD PESTS IS COVERED IN THIS AGREEMENT, TO INCLUDE ANY TYPE OF TERMITE, WOOD BORING BEETLES OR WOOD-DECAYING FUNGI, BED BUGS, FLEAS AND TICKS (unless Flea & Tick Coverage is checked off on the first page of this agreement), RATS, MICE, OR ANY RODENT, MITES, MOSQUITOS, ROACHES (GERMAN, AMERICAN, AUSTRALIAN, ETC.), ANTS (other than Fire Ants), FIRE ANTS (unless Fire Ant coverage is checked off on the first page of this agreement), SILVERFISH, MILLIPEDES, WOLF SPIDERS, PAPER WASPS, ETC.

TREATMENTS AND RETREATMENTS: NOZZLE NOLEN, INC. will provide necessary treatments and retreatments for the covered pests if an infestation or re-infestation occurs inside the covered structure. These treatments will be at no additional cost to the CUSTOMER. Re-treatments will not be provided for weeds unless Nozzle determines that weed emergence is due to our failure to properly perform service.

OBLIGATION: This Agreement is offered for RETREATMENT ONLY service. Under this service, in the event of an infestation or reinfestation by the Serviced Pest(s), NOZZLE NOLEN, INC.’s only obligation will be to retreat the infested areas of the Structure(s) in accordance with the manufacturer’s product label for the treatment method selected, subject to and in addition to the General Terms and Conditions within this Agreement.

INSPECTIONS or APPLICATIONS: NOZZLE NOLEN, INC. will perform a visual inspection and/or application of pest control products at our scheduled service intervals. The inspection or application will be of readily accessible areas. NOZZLE NOLEN, INC. will not equipment or other obstructions during the inspection or application to access or inspect or treat any portion of the landscape. CUSTOMER acknowledges and accepts that this visual inspection of the readily accessible areas of the landscape is a reasonable inspection for the purposes of this Agreement.

YOUR COOPERATION: In order to maintain your coverage, Nozzle Nolen must be granted access during the month your service is scheduled for. NOTE: MANY FACTORS OUTSIDE THE COMPANY’S CONTROL AFFECT THE CONDITION OF LAWNS AND ORNAMENTALS, INCLUDING BUT NOT LIMITED TO MOWING PRACTICES, PRUNING, IRRIGATION, SUPPLEMENTAL FEEDING AND SOIL AERATION. THE COMPANY, THEREFORE, CAN GUARANTEE CONTROL OF INSECTS ONLY AND IN NO EVENT CAN BE RESPONSIBLE FOR SOD, ORNAMENTAL, HEDGE, OR TREE REPLACEMENT.

UNTREATABLE DISEASES: SOD, ORNAMENTALS, HEDGES AND TREES CAN BE SUSCEPTIBLE TO VIRUSES AND OTHER UNTREATABLE DISEASES, SUCH AS SUGARCANE MOSAIC VIRUS OR ROOT ROT FUNGAL DISEASE, WHICH CANNOT BE PREVENTED NOR TREATED. NOZZLE NOLEN CANNOT BE RE PONSIBLE FOR DAMAGE ARISING FROM THESEVIRUSES, NOR FOR REPLACEMENT DUE TO SUCH VIRUSES.

DAMAGES: NOZZLE NOLEN, INC.’s only obligation is to treat or retreat serviced area should a live infestation of the Serviced Pest(s) occur or reoccur while this agreement is in good standing. CUSTOMER agrees that this Agreement does not cover and NOZZLE NOLEN, INC. shall not be responsible or liable for any of the following:

- k) Damage of any nature to the Structure(s) or its contents, or bodily injury resulting from any services provided or insect, pest, or wood-destroying organisms, moisture conditions, conducive conditions, and/or wood-decaying fungi, fungus, or mold.

- l) Damage and/or remedial treatments resulting from a disruption of the pest control treatment or from infested property, wood and/or furniture being introduced into the Structure(s) after initial treatment.
- m) Any damage or bodily injury of any nature resulting from moisture or indoor air quality conditions created during service of the Structure(s).
- n) The treatment for infestations in non-visible, inaccessible areas, obstructed areas, or that are concealed by Exterior Insulation and Finish System (EIFS), an application of Closed Cell or Open Cell Spray Foam insulation (Polyurethane, Polystyrenes, Polyisocyanurates, or Polyisocyanurates based materials and all similar materials collectively referred to as foam materials) to a crawlspace area, attic area, or an area behind any type of siding which limits or prohibits an adequate inspection and treatment.
- o) Personal expenses or economic damages such as lodging, meals, transportation, medical, gas, utilities, etc.; or reimbursement for loss of quiet enjoyment, loss of use or diminution in value of the Structure(s); or any indirect, special, or consequential damages, including loss of anticipated or actual profits, income, or business opportunities, created during service of the Structure(s).
- p) Attorney’s fees of any kind, including those provided by any statute (including a Proposals for Settlement and Load Star Multiplier) and any state or federal rule of procedure.
- q) Injury or death of any pets or feral animals.
- r) Odors in the Structure(s).
- s) Damage caused by NOZZLE NOLEN, INC. to roofs (including cracked and broken tiles and shingles), awnings, skylights, gutters, antennas and satellite dishes (including realignment of same) or solar panels and heaters, the lifting of pain that may occur to walls or woodwork, carports, screen enclosures or overhangs.
- t) Damage caused by NOZZLE NOLEN, INC. to lawn, trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

LIMITATION ON LIABILITY: In the event that any of the exclusions in the Paragraph above (DAMAGES) do not apply for any reason, NOZZLE NOLEN, INC.’s liability for any claim whatsoever is limited to the TOTAL PRICE amount indicated on the front of this Agreement for service of General Household Pest Management. This Agreement is not intended to benefit any person or entity other than the named CUSTOMER or subsequent approved Transferee.

GENERAL TERMS AND CONDITIONS (continued)

FOR TERMITE SERVICES

COVERED PESTS: This Agreement is for Termite service for Subterranean termites. NO OTHER TYPE OF HOUSEHOLD PESTS IS COVERED IN THIS AGREEMENT, TO INCLUDE ANY TYPE OF ROACHES, ANTS, SILVERFISH, MILIPEDES, SPIDERS, WASPS, DRYWOOD TERMITE, DAMPWOOD TERMITE, WOOD BORING BEETLES OR WOOD-DECAYING FUNGI, BED BUGS, FLEAS, TICKS, RATS, MICE, OR ANY RODENT, MITES, MOSQUITOS, ETC

PROTECTION PROGRAMS: The type of Protection Program checked on the first page of this Agreement will apply upon completion of initial treatment and payment in full. The LIMITED PROTECTION PROGRAM is defined in detail and is subject to Terms and Conditions in this Agreement. IN SUMMARY, THE LIMITED PROTECTION PROGRAM PROVIDES FOR ANY RETREATMENT AT NO ADDITIONAL COST TO THE OWNER. Re-inspection of the premises will be made annually within the time required by Florida law. Re-inspection is to be completed annually at the 12th month, and no later than the 18th month, from the last inspection or the initial treatment in order for the account to be maintained in good standing. Customer is responsible for scheduling re-inspection and ensuring access to the structure.

RETREATMENT: This Agreement is offered for RETREATMENT ONLY service. Under this service, in the event of an infestation of Subterranean Termites, NOZZLE NOLEN’s only obligation will be to retreat the Structure(s) in accordance with the manufacturer’s product label for the re-treatment method selected, subject to and in addition to the Termite Terms and Conditions within this Agreement. Such Re-treatments will NOT include a structural fumigation.

CONTINUOUS PROTECTION: The initial treatment is guaranteed for one month effective from the date of the initial service as part of the monthly recurring service charge. The guarantee will renew each month (rates may vary after the first year) as long as account is maintained in good standing, unless canceled in writing by either party with thirty (30) days’ notice. Customer renews this Agreement each month by paying the monthly recurring service charge. Customer’s failure to pay the monthly recurring service charge in accordance with this Agreement will render this Agreement voidable at the election of NOZZLE, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. NOZZLE may adjust the monthly recurring service charge annually by providing written notice to Customer within forty-five (45) days before the anniversary date of this Agreement. For purposes of this Agreement, the parties agree that “anniversary date” is defined as exactly one year from the Date of Initial Treatment indicated above.

CONTINUOUS PROTECTION FOR FUMIGATION AGREEMENTS ONLY: The initial treatment is guaranteed for one year effective from the date of the initial service. At the one-year anniversary date, the guarantee will renew each month as part of the monthly recurring service charge, so long as the account is maintained in good standing and unless either party cancels by giving the other party written notice at least thirty (30) days prior to the end of the then current term. Customer renews this Agreement each month by paying the monthly recurring service charge. Customer’s failure to pay the monthly recurring service charge in accordance with this Agreement will render this Agreement voidable at the election of NOZZLE, but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement This Agreement may be terminated by the Company or by Customer, at any time following the initial term, upon written notice to the other party at least thirty (30) days prior to such termination. NOZZLE may adjust the monthly renewal fee by providing written notice to Customer within forty-five (45) days before the next scheduled monthly renewal payment. For purposes of this Agreement, the parties agree that “anniversary date” is defined as exactly one year from the Date of Initial Treatment indicated above.

EXISTING DAMAGE: Termites often cause hidden damage. Conventional liquid/baiting systems use slow acting termiticides intended to spread among colony members. Damage is still possible during this process. NOZZLE NOLEN, Inc. is not responsible for the repair of either visible damage (noted on Inspection Graph) or hidden damage existing as of the date of this Agreement. Because damage may be present in areas which are inaccessible to visual inspection, NOZZLE NOLEN, Inc. does not guarantee that the damage disclosed in the initial Inspection Graph and inspection reports represents all existing damage.

INVASIVE INSPECTIONS: This Agreement does not impose any obligation on NOZZLE NOLEN, Inc. to perform destructive or invasive inspection into the structure. If this is a repair agreement, NOZZLE NOLEN, Inc. is not responsible for the cost of repairing damage from invasive inspections where live termites are not found.

FUMIGATION: While Fumigation is NOT covered by this agreement, NOZZLE NOLEN, Inc., at its discretion, may choose to fumigate the structure for control of Drywood Termites. NOZZLE NOLEN, Inc. reserves the right to perform the fumigation services through an independent contractor it selects. Customer agrees to comply with our Fumigation Preparation Checklist before fumigation occurs. Customer understands that the fumigation may be canceled or rendered ineffective if Customer does not comply.

LIMITED PROTECTION PROGRAM (Re-Treatment Only): Subject to the graph and Specifications and the Termite Terms and Conditions and if selected on the front, this Agreement provides a **LIMITED PROTECTION PROGRAM**.

- 1. NOZZLE NOLEN, INC. guarantees to perform any re-treatment, excluding structural fumigation, which it deems necessary AT NO ADDITIONAL COST TO THE OWNER as long as the protection is in force.
- 2. NOZZLE NOLEN, INC. assumes no responsibility or obligation for damage caused to the structure, its contents or personal property by termites or other Wood Destroying Organism(s). Customer waives and releases NOZZLE NOLEN, INC. from any liability for termite damage repairs.
- 3. For baiting systems, tampering with the baiting components renders this agreement voidable. All baiting components remain the property of NOZZLE NOLEN, Inc. Customer agrees to allow NOZZLE NOLEN, Inc. to enter upon the service address to remove them upon termination of this Agreement.

REPAIR PROTECTION PROGRAM (Repair and Re-Treatment): Subject to the graph and Specifications and the Termite Terms and Conditions and if selected on the front, this Agreement provides **REPAIR PROTECTION PROGRAM AND LIMITED WARRANTY** applying to **NEW DAMAGE** to the structure. **EXISTING DAMAGE PRIOR TO INITIAL TREATMENT IS EXCLUDED**.

- 1. NOZZLE NOLEN, INC. will perform any re-treatment, excluding structural fumigation, it deems necessary and make such repairs as necessary to correct new damage provided:

- a. Damage was caused by the specified Termite(s).
 - b. Nozzle Nolen, Inc. finds the damaged area(s) infested with live Termite(s). Unless Live Termite(s) are found in the damaged area(s), the damage will be considered EXISTING DAMAGE and WILL NOT BE COVERED UNDER THIS AGREEMENT.
 - c. All repair work will be performed by contractor(s) authorized by Nozzle Nolen, Inc. only, unless otherwise agreed upon in writing. It is Customer’s obligation to ensure that, in the event of any repairs, the contractor displays a building permit and advises NOZZLE NOLEN, Inc. in writing of any work performed without a visible building permit.
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- 2. This future damage repair Limited Warranty will apply to all areas of the building to be treated except those area(s) where:
 - a. Wood members of the building are in direct contact with the ground.
 - b. A problem exists as a result of causes including, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
 - c. Hidden Damage.
 - 3. This Limited Warranty provides for future damage protection against new Termite damage up to a maximum aggregate amount not to exceed \$1,000,000.
 - 4. For baiting systems, tampering with the baiting components renders this agreement voidable. All baiting components remain the property of NOZZLE NOLEN, Inc. Customer agrees to allow NOZZLE NOLEN, Inc. to enter upon the service address to remove them upon termination of this Agreement.

AIR QUALITY AND HEALTH IMPLICATIONS: THIS AGREEMENT DOES NOT ADDRESS HEALTH IMPLICATIONS OR AIR QUALITY.