TERMINIX®

OAHU
99-1410 B KOAHA PLACE
AIEA,HI 96701
8084865097

Contract #: 55378-091820003347-6708
Inspection Date: 09/17/2020
Inspector: DOLORES, MICHAEL

Homeowner Name: ELIZABETH PUMP
Address: 1602 LAUKAHI ST.
City State Zip: HONOLULU, HI,96821-1330
Home Phone: 8082083505
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:	180	Built Pre 1985:	☒	Primary Use:	Single Family Dwelling
# of Stories:	2	Roof Type:	Other	Foundation Type:	Concrete
Construction Type:	Floating Slab	Siding:	Other	Industry Type:	
Square Footage:	1442	Lot Size:		# of Gas Meters:	0
Cubic Feet:	55	Eave Height:	20	Peak Height:	26

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: None

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: _____

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

Some damage exterior	Date:	09/17/2020

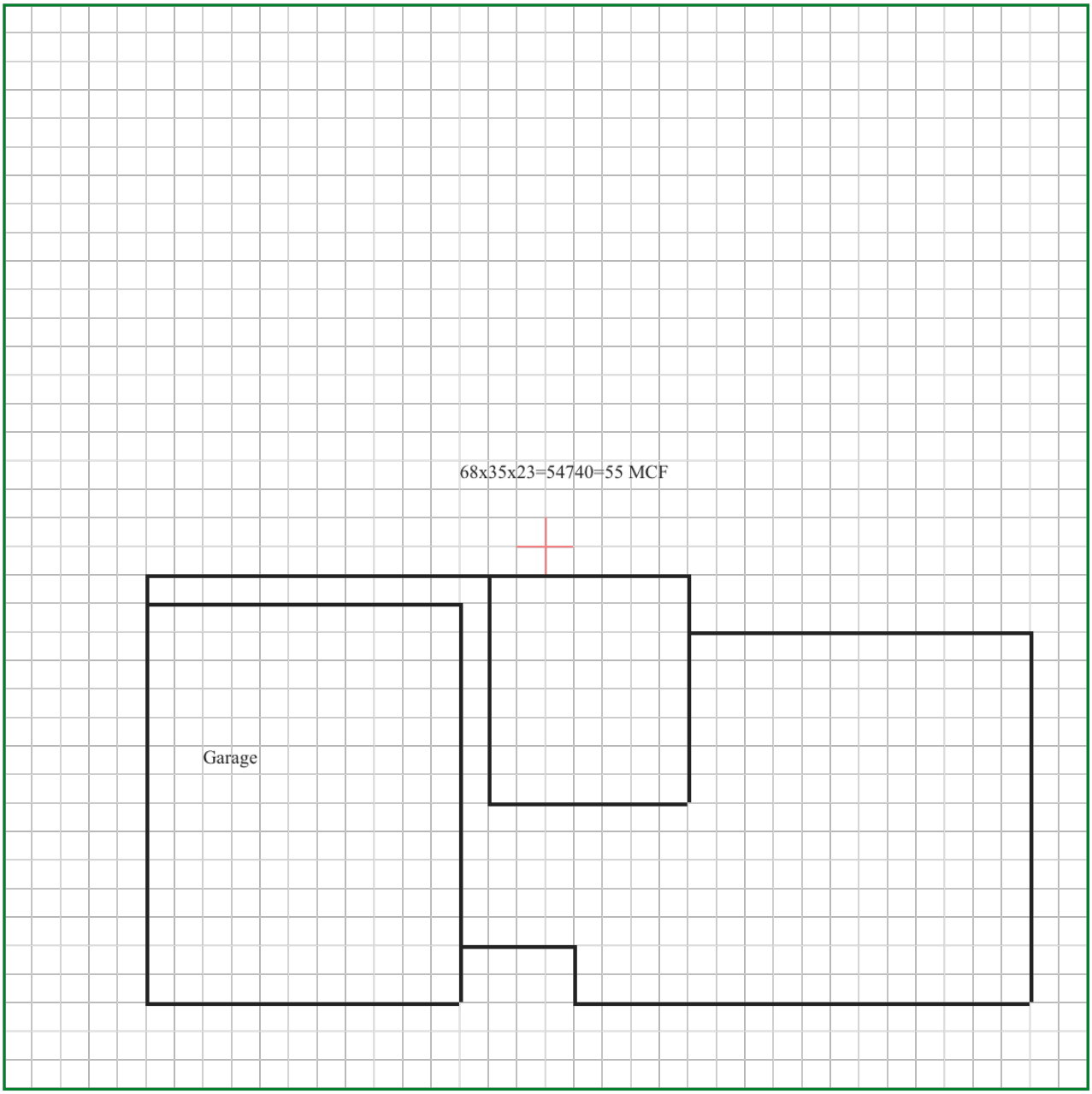
TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	

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Scale 1:

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

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FLOOR PLAN LEGEND

PROPERTY ELEMENTS

 Exterior Gas Grill	 Water Shut-Off	 Sprinkler Shut-Off	 Gas Meter
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 per product label specifications 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 per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

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

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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

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

CRAWL SPACE TREATMENT SPECIFICATIONS

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

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

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

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

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

SLAB TREATMENT SPECIFICATIONS

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

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TERMINIX®

DRYWOOD TERMITE DEFEND SYSTEM™
Annual Plan

THIS AGREEMENT PROVIDES FOR TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES *(KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.)* AND FOR THE REPAIR OF DAMAGES CAUSED BY DRYWOOD TERMITES AFTER THE INITIAL TREATMENT DATE WITHIN THE LIMITS STATED IN THIS CONTRACT.

Purchaser (print name)	ELIZABETH PUMP	Home Phone	8082083505	Work Phone	
Purchaser Mailing Address	1602 LAUKAHI ST., HONOLULU,HI 96821				
Property Address	1602 LAUKAHI ST., HONOLULU,HI 96821-1330				
Description of Structure(s) Covered	Garage/Carport,House			Email	

SERVICE / PAYMENT TERMS		
INITIAL CHARGE* (Initial Treatment and Initial Term Fee)	$	1099.00
ANNUAL RENEWAL TERM FEE*	$	299.00
OWNERSHIP TRANSFER FEE*	$	.00
BILLING FREQUENCY		Annual

*Excludes tax (if applicable)

THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SSP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.

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 any state-required documents for the Services, which will be used to treat the above-named property.

Terminix has provided the Purchaser with an Inspection Graph, as described in Section 3–Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

PURCHASER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1–2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 20 AND 21 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.

Purchaser Name:	ELIZABETH PUMP	Purchaser (Signature):	Elizabeth L. Pump	Date:	09/17/2020
Representative Name:	DOLORES, MICHAEL	Representative (Signature):		Date:	09/17/2020
Terminix Branch Phone:	8084865097	Terminix Branch Charter No.:			
Terminix Branch Address:	99-1410 B KOAHA PLACE, AIEA, HI 96701				

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TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the Effective Dat e, as indicated above and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. The Purchaser may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Purchaser owns the property described on the Inspection Graph by paying the Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Purchaser.

2. **FEES.** Purchaser shall pay the fees for the Initial Term and any prepaid Renewal Term based u pon the Payment Option selected by Purchaser. Purchaser shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.

3. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchase r, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/ damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation 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 or infestation 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 or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures 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.

4. **PLAN SERVICES.** The sole obligations of Terminix under this Agreement are to:
(a) Apply a treatment, consisting of any chemical and/or non chemical products as deemed n ecessary by Terminix to provide mitigation against and/or control of Drywood termites to certain areas of the Structure(s) as identified by Terminix, in its sole discretion (hereinafter the "Services"); (b) Provide additional Services to the Structure(s) following the commencement of each Renewal Term, as deemed necessary by Terminix, to provide ongoing mitigation and/or for control of Drywood termite activity in the Structure(s); and (c) Inspect the Structure(s), as consistent with the terms of this Agreement and/or at any time upon the reasonable request of Purchaser for Drywood termite activity.

5. **DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Drywood termite damage to the Struct ures and/or their contents occurs subsequent to the Effective Date, during the Initial Term or any Renewal Term, (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Effective Date, whether or not live termites are present. Damage discovered after the Effective Date with no verified live and active infestation present shall be deemed to have been caused before the Effective Date. Because damage may be present in areas that are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. TERMINIX IS NOT RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON PURCHASER'S PREMISES. THIS AGREEMENT DOES NOT COVER, AND TERMINIX SHALL HAVE NO OBLIGATION TO REPAIR, DAMAGE CAUSED BY ANY WOOD-DESTROYING ORGANISM, OTHER THAN DRYWOOD TERMITES, INCLUDING SUBTERRANEAN (IN-GROUND) TERMITES, FORMOSAN TERMITES, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD- DECAY FUNGI, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE APPLICATION OF THE SERVICES.

6. **NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair any Cover ed Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.

7. **ACCESS TO PROPERTY.** Purchaser must allow Terminix access to the Structures for any pur pose 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 allow Terminix to terminate this Agreement without further notice.

8. **PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effe ctive results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Purchaser, and are not corrected by Purchaser, Terminix cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Purchaser as an extra charge.

9. **30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIAT ELY 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.

10. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.

11. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or ex terior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

12. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structure(s) described on the Inspection Graph as of the Effective Date. If the Structure(s) are structurally 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 Alterations. Purchaser's failure to provide such notice will provide Terminix the option to terminate this Agreement, at its sole discretion. 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 treatments as a result of the Alterations. Terminix reserves the right to increase the Renewal Term Fee as a result of the Alterations.

13. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be c ontinued 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 Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.

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

15. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be resp onsible for, damage resulting from or services required for: (a) termites and/ or any other wood-destroying organisms, except as specifically provided herein this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/ or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.

16. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Renewal Term Fee or terminate this Agreement.

17. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix h as the right to terminate this Agreement without notice. 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.

18. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

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

20. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tor t, 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 be within the state where the customer's property, that is the subject of the services provided, is located.

21. **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.

22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 of this Agreem ent which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, 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.

23. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the enti re 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.

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TERMINIX®

Contract #: 55378-091820003347-6708

DRYWOOD TERMITE ONE-TIME PLAN

THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.

PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.

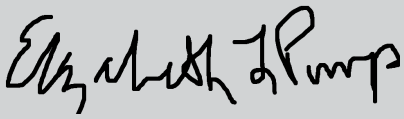
Purchaser:	ELIZABETH PUMP	Home Phone:	8082083505	Work Phone:	
Purchaser Mailing Address	1602 LAUKAHI ST., HONOLULU,HI 96821				
Property Address	1602 LAUKAHI ST., HONOLULU,HI 96821-1330				
Description of Structure(s) Covered	Garage/Carport,House			Email:	

SERVICE / PAYMENT TERMS

Drywood Termite One-Time Plan*	$	4125.00
*Excludes tax (if applicable)		

THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP.*, *HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.

TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE PURCHASER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE PURCHASER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.

PURCHASER SIGNATURE 

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.

For All Residents:

- As required, Terminix has provided the Purchaser with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

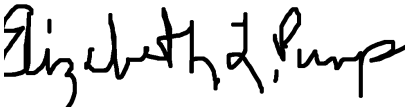
For California Residents:

- Terminix has provided to Purchaser for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Purchaser, is a part of this Agreement and is incorporated by reference herein.
- Purchaser will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Purchaser will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Purchaser will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

For Florida Residents:

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

PURCHASER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 16 AND 17 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. PURCHASER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO PURCHASER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.

Purchaser Name:	ELIZABETH PUMP	Purchaser (Signature):		Date:	09/17/2020
Representative Name:	DOLORES, MICHAEL	Representative (Signature):		Date:	09/17/2020
Terminix Branch Phone:	8084865097	Terminix Branch Charter No.:			

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

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Terminix Branch Address:	99-1410 B KOAHA PLACE, AIEA, HI 96701

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TERMS AND CONDITIONS

1. **CALIFORNIA-ONLY CONSUMER INFORMATION:**

   (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Purchaser within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8 516.

   (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) busi ness days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Purchaser a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.

2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Plan (hereinafter t he "Agreement"), Purchaser and Terminix agree that: a) Terminix shall procure on Purchaser's behalf the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Purchaser shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.

3. **FEES.** Purchaser shall pay the fees based upon the Payment Option selected by Pu rchaser.

4. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Purchaser, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/ damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation 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 or infestation 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 or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

5. **LIMITED PLAN SERVICES.** Purchaser and Terminix agree that the Services shall co nsist exclusively of the following (hereinafter collectively the "Services"): Purchaser authorizes Terminix on Purchaser's behalf to (a) Arrange for the Services to be performed by a third party (the "Provider"), as applicable; (b) When necessary, issue a work order to the Provider to perform Services at Purchaser's Structures to control for and/or mitigate against infestation of Drywood termites; (c) Pay the Provider upon completion of the Services and after acknowledgment by the Purchaser that the Services have been satisfactorily completed.

6. **LICENSES, PERMITS, SAFETY RULES AND OTHER LAWS.** Each Provider shall be pr operly licensed, permitted and credentialed, as required by applicable laws and regulations. The Provider shall be solely responsible to Purchaser for obtaining any and all licenses which are legally required to perform the Services. The Provider shall also be solely responsible to Purchaser for the Services being performed in compliance with all applicable safety rules, pest control regulations and other laws and regulations.

7. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of T erminix is as follows: (a) Perform the Services at the Structures identified on page 1 of this Agreement and (b) During the ninety (90) day period immediately following the Effective Date, if requested by Purchaser, conduct a full inspection of the Structures for Drywood termite activity and, if activity is found, retreat the area(s) of activity with liquid spot treatments, if necessary, to control for infestations of Drywood termites, 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 Effective Date and may not be renewed or extended by Purchaser. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF ANY TREATMENT. All corrections of infestations covered by this Agreement shall be completed within 6 months of discovery, unless otherwise agreed to in writing by the parties.

8. **NOTICE OF CLAIMS; TIMING.** Any claim made by Purchaser for Terminix to repair a ny Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Purchaser's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.

9. **PURCHASER RESPONSIBILITIES.** Purchaser agrees to pay Terminix according to th ese Terms and Conditions. Purchaser agrees to provide Provider with access to work areas of the Structures during working hours. The failure to allow Terminix and/ or Provider such access will allow Terminix to terminate this Agreement without further notice. Purchaser agrees that if Purchaser or anyone Purchaser controls interferes with or delays performance of the Services, Purchaser may be subject to additional fees.

10. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHI BITED 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING THE SERVICES DELIVERED BY PROVIDER. TERMINIX DOES WARRANT THAT THE SERVICES DELIVERED BY PROVIDER WILL BE PERFORMED BY PROVIDER IN A GOOD AND WORKMANLIKE MANNER. TERMINIX'S WARRANTY THAT THE SERVICES WILL BE PERFORMED BY THE PROVIDER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND TERMINIX WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH SERVICES DUE TO ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION IN THE STRUCTURES, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD. TERMINIX'S WARRANTY FOR PROVIDER'S SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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TERMINIX'S PROCUREMENT OF THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE DELIVERED BY PROVIDER OR ANY OTHER THIRD PARTY AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESSED WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS.

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

12. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/ or any other wood-destroying organisms, except as specifically provided herein this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/ or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.

13. **CHANGE IN LAW.** In the event of a change in existing law as it pertains to the Service s herein, Terminix reserves the right to terminate this Agreement.

14. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Termi nix has the right to terminate this Agreement without notice. 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.

15. **SEVERABILITY**. If any part of this Agreement is held to be invalid or unenforceable fo r 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 contra ct, 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 ("A AA"), 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 be within the state where the customer's property, that is the subject of the services provided, is located.

17. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacit y, 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 and Federal law, 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, constitut es 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.

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Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Drywood Defend Plan		$1099.00	$51.76	$0.00	$1150.76
Pre-Paid Renewals	Drywood Defend Plan	10	$2541.50	$119.70	$0.00	$2661.20
Special Charges	Tent Defend System		$4125.00	$194.29	$0.00	$4319.29
					Grand Total:	$8131.25

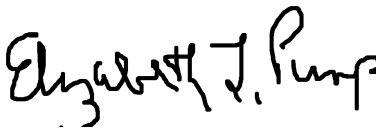
Product	Merchandise	Quantity

Purchaser Payments

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

Checking Account ending in 2804	$61.61	Drywood Defend Plan
Checking Account ending in 2804	$69.80	Tent Defend System

Authorization

Purchaser Name: ELIZABETH PUMP **Purchaser (Signature):**  Date: 09/17/2020

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

Will be charged $1150.76 as Initial Charge

Will be charged $299.00 as Billing Frequency Annual

Will be charged $0.00 as Initial Charge

Will be charged $0.00 as Billing Frequency

Terminix Authorization

Purchaser Name: ELIZABETH PUMP **Purchaser (Signature):** Date: 09/17/2020

TERMINIX®

SMAC Authorization

Purchaser Name: ELIZABETH PUMP **Purchaser (Signature):** _____ Date: 09/17/2020

American Fumigation Services, LLC d/b/a P.E.S.T.

HAWAII CUSTOMER AGREEMENT FOR STRUCTURAL FUMIGATION -RESIDENTIAL-

THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR SELECTED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH THE TERMINIX INTERNATONAL COMPANY, L.P. (TERMINIX) TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED BY THE PEST ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH TERMINIX.

Purchaser ELIZABETH PUMP Home Phone 8082083505 Work Phone

Purchaser Mailing Address 1602 LAUKAHI ST., HONOLULU,HI 96821

Property Address 1602 LAUKAHI ST., HONOLULU,HI 96821-1330

Description of Structure(s) Covered

Email

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

PEST IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT, OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT STICKER WILL BE PLACED ON THE ELECTRICAL SERVICE PANEL UPON JOB COMPLETION.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. 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 Rules, as applicable.

Customer or Representative (signature) Elizabeth L Pump Date 09/17/2020

Customer or Representative (Name and/or title) ELIZABETH PUMP

-

Authorized Agent (signature)

Authorized Agent (Name and Title) DOLORES, MICHAEL Terminix Sales Professional

Company License No. PCO# 1595

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

TERMS AND CONDITIONS

1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures, as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, at Terminix's sole discretion. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.

2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by Terminix or the PEST Failure to allow PEST such access will terminate this Agreement without further notice.

3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBIT ED BY LAW, SUBCONMTRACTOR 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 PEST 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 DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.

4. **FORCE MAJEURE.** PEST shall not be liable to customer 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 materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

5. **CHANGE IN LAW.** PEST performs its services in accordanc e with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.

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

7. **MANDATORY ARBITRATION.** Any claim, dispute or contro versy, 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 or near the location of the Structure identified in this Agreement.

8. **CLASS ACTION WAIVER.** Any Claim must be brought in t he 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.

9. **GOVERNING LAW.** Except for the Mandatory Arbitratio n Clause 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.

10. **ENTIRE AGREEMENT.** This Agreement, toget her 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.

TERMINIX®

Fumigation Order Form

To be completed by the Sales Representative & faxed with grid to the fume branch within 48 hours of booking the job.

Fumigation Information:

Market Type:	Residential	PC Customer:	☐
To:		Date Submitted:	09/17/2020
From Branch #:	2051	Inspector:	DOLORES, MICHAEL
Fumigation Date Requested:		Price:	$
Size:	55	Map Code Grid:	
Owner/Agent Name:	ELIZABETH PUMP	Home Phone:	8082083505
Property Address:	1602 LAUKAHI ST. HONOLULU, HI 96821-1330	Work Phone:	
Key Instructions:	Drywood Defend with One Time Tent Fumigation		
Return Keys To:	Homeowner	Release Forms Required:	Roof Release, Plant Release
Preferred Subcontractor:	PEST	Gas Co was or will be notified by:	Other Homeowner
Special Instructions:	Drywood Defend with One Time Tent Fumigation		

Property Description:

Building Type:	Residence	Patio Cover:	None
Garage/Carport:	Attached	Electricity:	Underground
Deck:	None	Other:	None
Substructure:	Slab	Safety Hazard Rating:	Standard
General:	Occupied/Unfurnished	Roof Type:	OtherAluminum
Roof Pitch:	Normal	Number of Buildings:	1
Number of Stories:	2	Number of Gas Meters:	0

TERMINIX®

OAHU
99-1410 B KOAHA PLACE
AIEA, HI 96701
8084865097

Notice of Cancellation

Inspection ID #: 55378-091820003347-6708
1602 LAUKAHI ST.
HONOLULU, HI 96821-1330

BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT PERMISSION FOR TERMINIX TO BEGIN WORK IMMEDIATELY SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION

NOTICE OF CANCELLATION

DATE OF TRANSACTION: 09/17/2020

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

OAHU
99-1410 B KOAHA PLACE
AIEA, HI 96701
8084865097

NOT LATER THAN MIDNIGHT OF: 09/20/2020

THEREBY CANCEL THIS TRANSACTION _____ Date: _____

TERMINIX

RETAIL INSTALLMENT CONTRACT - HI
Agreement #: Z-55378-091820020956-1850

Buyer:
ELIZABETH PUMP
1602 LAUKAHI ST.
HONOLULU, HI 96821
8082083505

Seller:
OAHU (2051)
99-1410 B KOAHA PLACE
AIEA, HI 96701
8084865097

Service Address:
1602 LAUKAHI ST.
HONOLULU,HI 96821-1330

1. AGREEMENT TO PAY: You agree to pay to Seller the Amount Financed, plus finance charges calculated at the Annual Percentage Rate set forth Section 2, below.

2. FEDERAL TRUTH IN LENDING DISCLOSURES:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of the credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of $131.41
18.00%	$3280.00	$8000.00	$11280.00	$8131.41

Your payment schedule will be:

Number of Payments	Payment Amount	Monthly Beginning
48	**$235.00**	**10/17/2020**

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

LATE FEE: If we do not receive your full payment within 10 days of its due date, you will pay a late charge of $50 or 5% of the part of the payment is late, whichever is less. See the contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

3. NOTICE TO THE BUYER
Do not sign this contract before you read it. When you sign this contract you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This contract is covered by Hawai's credit sale law, and you have the rights of a buyer under that law. You also may have rights under other state and federal laws.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, 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 FORM FOR AN EXPLANATION OF THIS RIGHT.

YOU AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED LEGIBLE COPY OF IT. This Contract contains a provision that requires dispute to be resolved through individual arbitration. See Section 17.
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Buyer Signature: 

Seller Signature: 

Date: 09/17/2020

Employee: DOLORES, MICHAEL

Employee #: 55378

SEE ADDITIONAL PAGES FOR ADDITIONAL CONTRACT TERMS AND INFORMATION
THIS IS A CONSUMER CREDIT TRANSACTION.

4.

ITEMIZATION OF THE AMOUNT FINANCED

A. Cash Price for Initial Treatment/Product/Renewals	$7765.50
B. Sales Tax	$365.91
C. Total Cash Price (A+B)	$8131.41
D. Down Payment	$131.41
E. Amount Financed, Unpaid Balance of Cash Price, Unpaid Balance (C-D)	$8000.00
F. Finance Charge	$3280.00
G. Total of Payments (E+F)	$11280.00

Description of Services:

Tent Defend System,Drywood Defend Plan

5. DATE FINANCE CHARGE BEGINS TO ACCRUE: Finance charges begin to accrue 30 days prior to the first payment due date.

6. LATE CHARGE: If we do not receive your full payment within 10 days of its due date, you will pay a late charge of $50, or 5% of the part of he payment is late, whichever is less.

7. RETURNED INSTRUMENT CHARGE: If any payment you make is returned unpaid, you will pay a returned payment charge of $20.

8. PAYMENTS: You agree to make payments as set forth in the payment schedule in Section 2, and to pay the entire outstanding balance of this Contract on the final scheduled payment date. You may make prepayments on the unpaid Amount Financed without penalty. However, prepayments will not change the due dates of your scheduled payments until all amounts owing have been paid in full.

9. DEFAULT CONSEQUENCES: If you fail to pay any payment within 30 days of its due date, or upon your bankruptcy, death, or incompetence, you will be in default, and Seller can require your entire obligation (less the unearned FINANCE CHARGE) to be paid at once. Upon default, finance charges will accrue on your unpaid obligation at a rate per annum equal to the Annual Percentage Rate shown until paid in full, if permitted by applicable law.

10. FINANCE CHARGE: Finance charges accrue on a daily basis. The finance charges you pay will depend on how you make the payments. Your actual finance charges may be more than the disclosed Finance Charges if you make the payments late or in less than the scheduled amount. Finance Charges are earned on a daily basis at 1/365th of the annual percentage rate (1/366th in a leap year).

11. COLLECTION COSTS AND ATTORNEY'S FEES: If you are in default, you will pay reasonable costs of collection, including, but not limited to, court costs, attorney's fees and collection agency fees.

12. SECURITY INTEREST: Seller takes no security interest or lien in any of your real or personal property. Seller also waives its right, if any, to encumber any of your real or personal property with any pre-judgment lien arising from your obligations hereunder.

13. WARRANTY DISCLAIMER: Unless the Seller makes a written warranty, the Seller makes no warranties, express or implied, on the services provided, and, to the extent allowed by law, there will be no implied warranties of merchantability or of fitness for a particular purpose.

14. INSURANCE: NO CREDIT LIFE OR CREDIT DISABILITY OR OTHER INSURANCE IS SOLD WITH THIS CONTRACT.

15. SEVERABLE PROVISIONS AND GOVERNING LAW: If any part of this Contract is unenforceable, such part will not make any other parts unenforceable. The laws of the state where services will be rendered shall govern this Contract. References in this Contract to "you" and "your" mean the buyer.

16. EFFECT OF SIGNATURE: Seller's signature has the effect of Accepting the terms and conditions of this Contract and Assigning this Contract to The ServiceMaster Acceptance Company L.P. ("SMAC") effective six (6) business days after signing and subject to the provisions of the Master Servicing Agreement between Seller and SMAC. You agree that this Contract may be assigned.

17. MANDATORY ARBITRATION: You agree that any claim, dispute or controversy ("Claim") between you and either (1) Seller or (2) SMAC or (3) any holder of this Contract, or the employees, agents or assigns of any of them, and any Claim arising from or relating to this Contract or the relationships which result from this Contract, including but not limited to any tort or statutory Claim, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the applicable rules of the AAA in effect at the time the Claim is filed. Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in which you reside. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. Each party shall be responsible for paying its own fees, costs and expenses and the arbitration fees as designated by the AAA rules. However, for a Claim of $15,000 or less, if you so request in writing, Seller or SMAC will pay your arbitration fees due to the AAA to the extent they exceed any filing fees that you would pay to a court with jurisdiction over the Claim. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this Contract will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a class action. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration agreement or of the arbitrator's award. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

18. AGREEMENT OF PARTIES; INCORPORATION BY REFERENCE: This Contract contains all the terms and conditions agreed to by the parties with respect to the financing of the purchase of the goods and/or services sold by seller to buyer. This Contract incorporates by reference the Contract of the parties with respect to the sale of goods, and services to be performed, by seller.

To contact SMAC about this account, call (800) 937-2227.
To contact TERMINIX about service-related matters, call (800) 835-5869
Monthly installment payments should be mailed to: SMAC – TMX PO Box 2092 Memphis, TN 38101-2092

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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OAHU
99-1410 B KOAHA PLACE
AIEA,HI 96701
8084865097

Contract #: 55378-091820003347-6708
Inspection Date: 09/17/2020
Inspector: DOLORES, MICHAEL

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and **Terminix.com/my-account.**

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

MAKE PAYMENTS WORRY-FREE.



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

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



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

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS

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

TERMINIX®

TERMINIX COMMERCIAL

Bill To:

PUMP, ELIZABETH

1602 LAUKAHI ST.

HONOLULU, HI 96821

Remit To:

TERMINIX PROCESSING CENTER

PO BOX 802155

CHICAGO, IL 60680

Invoice Details

Customer Number	13383845
Invoice Number	400724887
Invoice Date	09/22/2020
Invoice Amount	$ 1,150.78

Svc Address	Location	Sales Agreement #	P.O. Number	Base Amount
Work Order # Service Description		Area	Service Date	Environmental Fee
				Tax Amount Total

1602 LAUKAHI ST, HONOLULU, HI 96821		**PUMP, ELIZABETH**	**20910299**	$ 1,099.00	
				$ 0.00	
18265011095	**Drywood Liquid Initial Service**		**09/22/20**	$ 51.78	**$ 1,150.78**

The environmental and safety surcharge covers ongoing costs required for maintaining environmental and safety initiatives for our employees and customers. This includes but is not limited to transportation improvements, safety training and service safety protocols as they may pertain to each industry we service.