

SUBTERRANEAN TERMITE SERVICE PROPOSAL

DATE OF TREATMENT June 3, 2024	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL
PURCHASER	PROPERTY
NAME The Enclave at Naples	NAME (If different from Purchaser)
MAILING ADDRESS 1295 Wildwood Lakes Blvd	SERVICE ADDRESS (If different from mailing address)
CITY, STATE, ZIP CODE Naples, FL. 34104	CITY, STATE, ZIP CODE
PHONE (OFFICE) 239-354-3200	PHONE (CELL) EMAIL
enclavenaples@comcast.net	

Structure(s) to be treated include: **Exterior Service Trench and Treat Building # 1230 (One Building)** .

Location of Notice of Treatment: **Building # 1230 (One Building)**

This is a Pre-Construction Post Construction Subterranean Termite Service Agreement ("Agreement") between A.R.T. Pest Control Services, Inc. ("A.R.T.") and the above-named Customer to service the above referenced Structure(s) for a period of one (1) year for Eastern Subterranean Termites (*Reticulitermes*) and, if Customer elects by initialing in the space provided hereafter N/A and paying an additional fee of \$ N/A, Formosan Subterranean Termites (*Coptotermes Formosanus*). If Customer elects to include coverage for Formosan Subterranean Termites (*Coptotermes Formosanus*) in this Agreement, the term "Subterranean Termites" shall include Formosan Subterranean Termites (*Coptotermes Formosanus*). In consideration for the payment(s) of the fees and applicable tax set forth below and subject to the general terms and conditions provided within this Agreement, A.R.T. will apply a liquid termiticide treatment below and/or around the first floor level of the Structure(s). Re-treatments with a liquid termiticide may be necessary during the period of this Agreement and will be provided at no additional cost to the Customer if a reinfestation of Subterranean Termites occurs. Customer acknowledges that this Agreement is offered for **RETREATMENT ONLY**, unless the upgrade option is selected below. If Customer does not elect to upgrade to the Repair and Retreatment Option, then A.R.T.'s only obligation will be to re-treat the Structure(s) if an infestation of Subterranean Termites occurs.

The initial treatment provided under this Agreement is intended to Prevent or Correct an infestation of Subterranean Termites.

PAYMENT TERMS: A down payment against the Total Price is due upon Customer's execution of this Agreement. The remaining balance is due at the time that A.R.T. renders the services provided in this Agreement.

Service Fee:	\$ 3,410.00		
Formosan Upgrade Fee:	\$ N/A	Down Payment	\$ 3,410.00
Repair and Retreatment Upgrade Fee:	\$ N/A	Balance Due:	\$ 3,410.00
Sales Tax (if applicable):	\$ N/A		
Total Price:	\$ 3,410.00		

A.R.T. will perform a visual inspection of the Structure(s) at A.R.T.'s discretion or upon Customer's request. The inspection will be of readily accessible areas only and may not include attics or crawlspaces. A.R.T. will not open any walls, remove any floor coverings or move any furniture, equipment or other obstructions during the inspection to access or inspect 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.

Customer may renew this Agreement for ONE (1) additional year(s) by paying an annual renewal fee of \$ 3,410.00, on or before each anniversary date of this Agreement. For purposes of this Agreement, the parties agree that "anniversary date" is defined as that day that falls exactly one year from the date of treatment indicated above. Customer's failure to pay the annual renewal fee in accordance with this Agreement will render this Agreement voidable, at the election of A.R.T., but shall not relieve Customer from the obligation and requirement to provide payment for all amounts due and owing pursuant to this Agreement. A.R.T. may adjust the annual renewal fee by providing written notice to Customer within forty-five (45) days before the anniversary date of this Agreement. Should Customer wish to terminate the service, written notification must be provided to A.R.T. at least ten (10) days prior to the anniversary date of this Agreement.

By signing this Agreement, Customer hereby acknowledges that Customer has read and fully understands all terms, disclaimers, limitations, conditions and exclusions contained on the front and back of this Agreement that affect A.R.T.'s obligations to retreat the Structure(s) or, if the Repair and Retreatment Option is selected, to repair and retreat the Structure(s), under the terms of this Agreement. Customer specifically understands that A.R.T. and Customer are bound only by the terms of this Agreement and not by any other representation(s) whether oral, written, or otherwise.

BUYER'S RIGHT TO CANCEL:

If this is a home solicitation sale and Customer does not want the goods or services, Customer may cancel this Agreement by giving written notice of cancellation to A.R.T. before midnight of the third business day after the day Customer signed this Agreement.

Date Customer/Customer's Agent

Date A.R.T. Pest Control Services, Inc.

GENERAL TERMS AND CONDITIONS

A.R.T. and Customer agree to the following Terms and Conditions:

1. SPECIFIC EXCLUSIONS FOR RETREATMENT SERVICE:

Unless the Repair and Retreatment Option is selected, A.R.T.'s only obligation is to retreat the Structure(s) if a live infestation of Subterranean Termites occurs. Accordingly, Customer agrees that this Agreement does not cover, and A.R.T. shall not be responsible or liable for, any of the following:

- a. Damage of any nature to the Structure(s) or its contents resulting from Subterranean Termites, or any other insect, pest, or wood-destroying organisms, including aerial infestations.
- b. Damage or treatments related to Subterranean Termite aerial infestations.

- c. Damage and/or remedial treatments resulting from a disruption of the termiticide barrier or from infested wood and/or furniture being introduced into Structure(s) after initial treatment.
- d. 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.
- e. Damage caused by A.R.T. to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

2. SPECIFIC EXCLUSIONS RELATED TO THE REPAIR AND RETREATMENT OPTION:

If Customer elects to upgrade to the Repair and Retreatment Option, Customer agrees that this Agreement does not cover, and A.R.T. shall not be responsible or liable for, any of the following:

- a. Damage of any nature to the Structure(s) or its contents resulting from any insect, pest, mold, fungi, or wood-destroying organism other than "New Damage" as defined within this Agreement caused by Subterranean Termites.
- b. "Existing Damage" as defined within the terms of this Agreement.
- c. Damage to wooden flooring or pressure treated wood of any type.
- d. Damage or treatments related to Subterranean Termite aerial infestations.
- e. Damage resulting from construction defects, structural defects, design defects, masonry failures, wood to ground contact, or grade alterations that disrupt or reduce the effectiveness of the termiticide treatment or that provide Subterranean Termites with hidden or protected access to the Structure(s), whether visible or not.
- f. Damage and/or remedial treatments resulting from a disruption of the termiticide barrier or from infested wood and/or furniture being introduced into Structure(s) after initial treatment.
- g. 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.
- h. Damage caused by A.R.T. to trees, shrubs, flowers, sprinkler systems or portions of Structure(s) that interfere with the services provided under this Agreement.

These specific exclusions are in addition to any and all other exclusions, disclaimers, limitations, or conditions contained within this Agreement.

3. LIMITATION ON LIABILITY:

In the event that any of the exclusions in Paragraphs 1 or 2 do not apply for any reason whatsoever, including A.R.T.'s own negligence or breach of contract, A.R.T.'s liability for any claim whatsoever is limited to the total Service Fee 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 Transferee.

4. DUTY TO AVOID CONDUCTIVE CONDITIONS

Customer agrees to cooperate with A.R.T. during the term of this Agreement by avoiding and eliminating those conditions or factors that might contribute to a Subterranean Termite infestation or disrupt the termiticide barrier surrounding or beneath the perimeter of the Structure(s), if applied. These conditions include, but are not to be limited to, construction defects, wood, trash, 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, air conditioning and heating systems (including condensate drains and duct work) or inadequate ventilation. A.R.T. is not responsible for any damage to the Structure(s), or its contents, resulting from any conditions conducive to a Subterranean Termite infestation. Customer agrees to eliminate any conducive conditions identified within sixty (60) days of A.R.T.'s written notification. Customer's failure to eliminate the identified conducive condition within sixty (60) days will render this Agreement voidable, in part or in whole, by A.R.T. The following conducive conditions and or existing damage were found at the time of the initial inspection of the Structure(s):

NONE

. Unless corrected within (60) days from the date of this Agreement, A.R.T. shall have no responsibility for any damage or retreatments arising from any infestation or damage that results from any conducive conditions identified during the initial inspection and noted herein.

5. MODIFICATIONS OR ALTERATIONS TO STRUCTURE(S)

This Agreement only covers the Structure(s) specifically identified on the front page of this Agreement. The Customer shall provide notification to A.R.T., in writing, prior to any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier surrounding or beneath the perimeter of the Structure(s), to include, but not limited to, a disruption, removal or addition to the soil surrounding the foundation of the Structure(s). A.R.T. 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 the termiticide barrier surrounding or beneath the perimeter of the Structure(s). Any additional treatment required because of any alteration, addition, modification or change to the Structure(s) or any disruption of the termiticide barrier surrounding or beneath the perimeter of the Structure(s) will be provided by A.R.T. at Customer's expense. Customer agrees that A.R.T. 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) that occurs while this Agreement is in effect.

6. CHANGE IN LAW

Should any federal, state or local law or regulation change regarding the Agreement, treatment or services, A.R.T. is authorized to take any action necessary to bring itself into compliance with said laws. If A.R.T. cannot modify the terms of this Agreement or its treatments or services in order to

comply with such change in the law, then A.R.T. reserves the right to immediately terminate this Agreement.

7. EXISTING DAMAGE

If the Repair and Retreatment Option is selected, the following applies: A.R.T. is not responsible for the repair of any damage to Structure(s), or its contents, caused by Subterranean Termites that existed prior to the "Date of Treatment" stated on the front of this Agreement, regardless whether or not such damage is noted on any attendant graph. Customer acknowledges that the damage disclosed on any attendant graph may not represent all the existing damage to the Structure(s).

8. NEW DAMAGE

If the Repair and Retreatment Option is selected, the following applies: A.R.T. agrees to repair any new damage to the treated areas of the Structure(s) that occurs after the "Date of Treatment" stated on the front page of this Agreement; however, the area of new damage must be caused by and contain a live infestation of Subterranean Termites. Customer must submit a written claim to A.R.T. and A.R.T. must verify that the area claimed as "new damage" contains a live infestation before any repairs are performed. If any repairs are made prior to such verification, A.R.T.'s repair obligation for the entire claim is automatically void.

9. LIABILITY LIMITS/CONTROL OF REPAIR PROCESS

If the Repair and Retreatment Option is selected, A.R.T.'s repair obligation under this Agreement, including all renewals, is limited to a total of One Million Dollars in the aggregate. Only licensed contractors mutually approved by Customer and A.R.T. will be allowed to repair new damage to the Structure(s).

10. CHEMICAL SENSITIVITY

If Customer or an occupant of the Structure(s) knows, or believes, that he or she may be sensitive to pesticides, written notice must immediately be provided to the A.R.T. prior to any treatment or retreatment performed on the Structure(s). A.R.T. 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 A.R.T. in connection with such sensitivity. Customer further agrees to indemnify, protect and hold harmless A.R.T. 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.

11. BINDING ARBITRATION

Customer and A.R.T. agree that any and all controversies or claims between them, their principals, agents, representatives, successors, or assigns, arising in any way out of, or relating to, this Agreement to include the subject Structure(s) or Property and any services performed, shall be settled solely and exclusively by arbitration. Such arbitration shall be conducted in Broward County, Florida, using the substantive law of Florida governing the issue or claim in dispute and in accordance with the Voluntary Binding Arbitration provisions of Section 44.104, Florida Statutes. 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. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. 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 the arbitrator's decision, or (2) appointment of an arbitrator if one cannot be mutually agreed upon. The parties specifically agree that the sole and exclusive venue of any suit shall be Broward 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.

12. TRANSFERABILITY

This Agreement is transferable to a new owner of the Structure(s) at A.R.T.'s discretion. If A.R.T. consents to such transfer, A.R.T. may charge a transfer fee and adjust the annual renewal fee.

13. TERMINATION

A.R.T.'s responsibilities, duties, obligations, and any liabilities under this Agreement shall be terminated if A.R.T. 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 A.R.T. with access to Structure(s).

14. 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.

15. NON-PAYMENT

Notwithstanding any provision within this Agreement to the contrary, A.R.T. may initiate a legal action to recover all unpaid balances. In the event a collection service is utilized or legal action becomes necessary to recover unpaid balances, Customer will be responsible to pay all expenses associated with said collection, including attorney's fees and costs. In the event that Customer fails to pay any sum due and owed under the terms of this Agreement, A.R.T. has the right to immediately terminate this Agreement.