



END-O-PEST
TERMITE & PEST CONTROL

713-863-7378 (PEST)
1119 West 34th St.
Houston, Texas 77018

SUBTERRANEAN TERMITE SERVICE AGREEMENT

Treatment Date: 05/28/02 (date of this agreement 05/28/05) C# 016175 R# 5205912
Customer's Name THE RETREAT AT KINGS CROSSING C/O COMMUNITY ASSET MGMT.
Covered Premises (Address) 3311 GOLDEN TRAILS DR., KINGWOOD, TX 77345
Billing Address 7702 FM 1960 EAST #302
City HUMBLE State TEXAS Zip Code 77346
Telephone No. (Home) _____ (Office) 281-852-1155 (Other) _____

This agreement covers only the premises specified above and included on the graph sheets. Type of treatment is for subterranean termites only. The control of SUBTERRANEAN TERMITES, in accordance with label directions for all termiticides, requires that trenches be dug adjacent to foundations and that holes be drilled through slab areas. In the unlikely event that plants closer than six inches to the foundation, electrical lines, gas lines, water lines, or sprinkler lines be damaged, **END-O-PEST WILL NOT BE RESPONSIBLE FOR REPAIRS TO SUCH DAMAGED ITEMS.** In order to drill through interior slab areas, it may be necessary to remove carpet or tile. END-O-PEST personnel will need all preparation work completed upon arrival.

COVERAGE: For a period beginning on the date of treatment, and ending on the last day of the month proceeding the month in which the first anniversary of the date of treatment occurs. END-O-PEST agrees to provide treatment for the control of subterranean termites (RETICULITERMES) to the covered premises for the sum of \$ XXX plus sales tax of \$ XXX for a total of \$ XXX which is due upon completion of the service. Should CUSTOMER fail to make payment in full, in accordance with a pre-arranged schedule, CUSTOMER agrees to pay additional finance charges of 18% per annum (1.5% per month). In addition, END-O-PEST will perform any further retreatment it finds necessary, free of charge for the initial and renewal term of this agreement. It is customer's responsibility to notify END-O-PEST that a re-infestation has been observed, so that retreatment can be performed. Should customer make additions or alterations to the foundation, without providing END-O-PEST the opportunity to provide treatment to these areas, the alterations or additions will not be covered by this agreement, and may void treated areas.

RETREATMENT: If subterranean termite re-infestation occurs to the covered premises while this agreement is in effect, then END-O-PEST will, upon notification and inspection, arrange for necessary retreatment at its expense. **END-O-PEST DOES NOT ACCEPT ANY LIABILITY FOR ANY SUBTERRANEAN TERMITE DAMAGE REPAIR.** Should subterranean termites infest previously untreated areas, such as cracks in the slab, and added slabs, END-O-PEST may charge customer for treatment. If above ground sources of moisture such as plumbing leaks, roof leaks, siding leaks, excessive condensation, and floods occur; the CUSTOMER will be responsible to remediate the moisture problems and END-O-PEST may charge customer for treatment of these areas. It is the customer's responsibility to maintain soil level below any wooden portion of the premises and below the brick level to insure an adequate view of the foundation during the annual inspection. Should the CUSTOMER request a inspection not due to a re-infestation, there will be a (Trip Charge) at the current trip charge rate.

RENEWAL: This agreement is renewable by the CUSTOMER by payment of an annual renewal fee of \$ 420.00 plus sales tax, which includes an annual inspection of the covered premises. This agreement will automatically be renewed each year when customer pays the annual renewal amount unless either the CUSTOMER or END-O-PEST terminates it at the renewal year, with or without cause.

END-O-PEST reserves the right to modify the price of renewals in this agreement after the second year due to increased costs, inflation, etc.

TRANSFER: This agreement may be transferred to a new owner if the covered premises by payment of current transfer fee, within thirty days (30) days of closing date. At that time, the annual renewal date will change to the first day of the month in which the property transfer occurred.

MEDIATION: All controversies arising under or in connection with, or relating to any alleged breach of this Agreement shall be attempted to be settled by Mediation, utilizing an agreed upon Mediator. The CUSTOMER and END-O-PEST shall share equally in the cost of the Mediator, regardless of outcome, finding or recommendation.

Each party shall pay its own costs, expenses, and legal fees incident to this Agreement and the transaction contemplated hereby, whether or not this Agreement and such transactions shall be consummated.

Should both parties be unable to reach an acceptable agreement during Mediation, CUSTOMER and END-O-PEST, hereby agree to enter into Arbitration.

ARBITRATION: Any dispute arising out of or relating to this agreement or the services performed under this agreement or tort based claims for personal or bodily injury or damage to real or personal property shall be finally resolved by Arbitration administered under the commercial arbitration rules of the American Arbitration Association. This agreement involves interstate commerce; furthermore the parties expressly agree that their mutual rights and obligations & the conduct of any arbitration proceeding shall be controlled by the Federal Arbitration Act. The award of the Arbitrator shall be final, binding, non-appealable and may be entered and enforced in any court having jurisdiction in accordance with the Federal Arbitration Act. The Arbitrator shall not have the power or authority to award exemplary, treble, liquidated or any type of punitive damage.

SPECIAL AGREEMENT: THIS AGREEMENT COVERS EIGHT BUILDINGS-EXTERIOR ONLY FOR SUBTERRANEAN TERMITES (RETICULITERMES).

END-O-PEST is licensed and regulated by the Structural Pest Control Board:
P.O. Box 1927 • Austin, Texas 78767-1927 • 512-305-8250

END-O-PEST will not be responsible for treatment of DRYWOOD TERMITES (KALOTERMES) or FORMOSAN TERMITES (COPTOTERMES).

Risa Hancock 3-31-05 Authorized Representative
[Signature] Customer Signature
4/28/05 Date

FOR YOUR RECORDS