

TERMS AND CONDITIONS

1. This agreement does not guarantee against present or future damage to the building or contents, or provide repair or replacement thereof. This agreement does not provide for the control of any pests not included herein.
2. JP McHale Pest Management, LLC (JPMPM, LLC) guarantee is for retreatment purposes only. Any claim or retreatment must be made during the agreement terms.
3. Any structural alterations which become necessary in the future in order to facilitate treatment of infested areas are the responsibility of the purchasers.
4. Results of services rendered are strictly relative to and dependent upon cooperation given by the customer. As to sanitary conditions, maintenance, accessibility of building or premises and extent of preparation, the customer agrees to cooperate with JPMPM, LLC in whatever manner possible to facilitate treatment.
5. JPMPM, LLC reserves the right to alter this agreement if not accepted in 30 days.
6. This agreement may be cancelled at any time by either party, in writing, 30 days prior to termination date. If service is discontinued before expiration date, the client agrees to pay a buyout fee of \$200 plus any required additional payments still owed.
7. **EQUIPMENT; DATA; INTELLECTUAL PROPERTY RIGHTS**
 - a. JPMPM, LLC Equipment remains the property of JPMPM, LLC.
 - b. If any additional equipment is requested by the customer, the customer would pay per piece of requested equipment.
 - c. The Customer shall be responsible for safeguarding JPMPM, LLC Equipment.
 - d. JPMPM, LLC is entitled to enter the Object and repossess JPMPM, LLC Equipment upon the expiration, cancellation or termination of the Agreement.
 - e. The Customer, at its own cost, shall be responsible for disposing of the Customers' existing hardware products in a manner which is environmentally friendly and consistent with applicable law and regulation.
 - f. Some JPMPM, LLC Equipment have an integrated system where Data (including information regarding the use and performance of the JPMPM, LLC Equipment, such as but not limited to equipment failures, observations of equipment performance, measurement data, sensor levels) is stored automatically. Such JPMPM, LLC Equipment may digitally send, upload, communicate or transmit Data to JPMPM, LLC for use by JPMPM, LLC.
 - i. All Data relating to the Service is owned by JPMPM, LLC.
 - ii. JPMPM, LLC may use Data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, JPMPM, LLC Equipment and other JPMPM, LLC products or services, research and marketing. To the extent that personal data of Customer's users is included in the Data, JPMPM, LLC will not share or disclose personally-identifying information of Customer's users except as required to provide the Service and to comply with applicable laws.
 - g. All Intellectual Property Rights in, the Service, Data and/or JPMPM, LLC Equipment is and remains the property of the JPMPM, LLC (and its licensors).
 - i. If the Customer provides JPMPM, LLC with ideas, comments or suggestions relating to the Service and/or JPMPM, LLC Equipment all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, services, methods, enhancements, modifications or derivative works), are owned solely by JPMPM, LLC and JPMPM, LLC may use or disclose the feedback for any purpose.
 - ii. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from JPMPM, LLC to the Customer.
 - h. For the purposes of this Section 9, "Service" means the services to be provided to Customer by JPMPM, LLC under this Agreement.
8. **DAMAGE RELATED TO SERVICE:** JPMPM, LLC will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall JPMPM, LLC be responsible for damage caused by JPMPM, LLC at the time the work is performed except those damages resulting from gross negligence on the part of JPMPM, LLC.
9. **CUSTOMER'S PAYMENT OBLIGATION:** The obligation of JPMPM, LLC under this Agreement is conditioned upon payment in full of the Agreement price set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the company of any and all liability and any amount paid shall become the property of JPMPM, LLC as liquidated damages hereunder unless the (state authority) determines that JPMPM, LLC has failed to treat according to the applicable rules and regulations. Liability of JPMPM, LLC is limited to the life of the Agreement and any renewal thereof.
10. JPMPM, LLC liability under this proposal will be terminated if JPMPM, LLC is prevented from fulfilling its responsibility under the terms of the agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or other circumstance beyond the control of JPMPM, LLC.
11. JPMPM, LLC disclaims any liability for special incidental or consequential damages, the guarantee of retreatment as stated in this agreement is given in lieu of any other guarantee or warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
12. **CHANGE IN LAW:** JPMPM, LLC performs its services in accordance with the requirements of all laws as applied to such treatment or application. In the event of any change to the existing law as it pertains to the services promised herein, JPMPM, LLC reserves the right to withdraw the proposal or otherwise terminate the agreement at its sole discretion.
13. **NON-PAYMENT/DEFAULT:** In case of your non-payment, JPMPM, LLC has the right to terminate this agreement immediately. However, in addition to the amounts set forth in the proposal, JPMPM, LLC will be entitled to reasonable attorneys' fees together with any other costs or expenses in collecting the charges from you, whether same are collected by the filing of suit, by arbitration or otherwise. In addition thereto interest at the highest legal rate allowed by law will accrue on the entire unpaid balance from the first day of the default until the default has been cured and full payment has been made.
14. **ENTIRE AGREEMENT:** The acceptance of the proposal signed by you, together with this term and conditions sheet, form the entire agreement between the parties and any other representations or statements will have no force or effect. This agreement will be in effect for an original period of one (1) year, and shall renew automatically on an annual basis thereafter until a written 30-day notice is given by either party. Upon each autorenewal, JPMPM, LLC reserves the right to increase the annual program fee at its discretion. Accounts that are cancelled or made inactive longer than 30 days will require a re-activation fee to re-start service.
15. All invoices are due within 10 days of service being rendered. The client agrees to pay all invoices as stipulated in this agreement and to assume attorney fees and court costs, which may be necessary to collect fees due to JPMPM, LLC. A late finance charge will be added on delinquent bills of 1 ½ percent per year.
16. Results of services rendered are strictly relative to and dependent upon cooperation given by the customer. As to sanitary conditions, maintenance, accessibility of building or premises and extent of preparation, the customer agrees to cooperate with JPMPM, LLC in whatever manner possible to facilitate treatment.
17. Non-target drift is possible during applications, and JPMPM, LLC is not responsible for cleaning windows post treatment.
18. JP McHale Pest Management, LLC cannot guarantee that the treated areas of the property will be pest free. JP McHale Pest Management, LLC control services can reduce the risk of disease, but there is no guarantee that all Arthropod vectors or all disease risks have been eliminated.

TERMS AND CONDITIONS CONTINUED

Pest Control

Three (3) strategically scheduled visits to your property to intercept and detect early stages of household pest infestation from Mice, Rats, Wasps, Hornets, Roaches, Sow bugs, Pill bugs, Ground beetles, Stored product pests, Ants, Spiders, Crickets, Silverfish, Firebrats, Centipedes, Millipedes, Carpenter ants, Earwigs, Clovermites, and Digger Bees. Additional visits, in between regularly scheduled services, are complimentary during normal business hours.

Overwintering Insect Management

This program targets brown marmorated stink bugs, cluster flies, and other insects that seek overwintering harborage in your home. A total of three (3) applications are performed late Spring through Fall to reduce overwintering harborage. Treatments are conducted around windows, soffits and siding with focus on areas receiving significant sun. Additional visits, upon request, are complimentary during normal business hours.

Tick and Mosquito Control Application Months

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

\$_____ per application x _____ applications

Product and Treatment Information

Scan the QR code to review our products; should you have questions about the products used at your property, reference your service ticket for specific materials used and look them up here:



New York



Connecticut

SCHEDULE A - Alternate dates will be provided to owner/agent with written or oral notice.

- (1) April 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (2) May 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (3) June 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (4) July 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (5) Aug 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (6) Sept 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure
- (7) Oct 1 - 21 (Ticks, Mosquitos, Deer) Treatment based on seasonal pest pressure

SCHEDULE C - (applied to eco-tone and shrubs) Alternate dates will be provided to owner/agent with written or oral notice.

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| (1) Mid-Winter Jan 1 - 21 (Jan 22 - Feb 11) | (7) Mid-Summer Jul 1 - 21 (Jul 22 - Aug 11) |
| (2) Late Winter Feb 1 - 21 (Feb 22 - Mar 14) | (8) Late Summer Aug 1 - 21 (Aug 22 - Sep 11) |
| (3) Early Spring Mar 1 - 21 (Mar 22 - Apr 11) | (9) Early Fall Sep 1 - 21 (Sep 22 - Oct 12) |
| (4) Mid-Spring Apr 1 - 21 (Apr 22 - May 12) | (10) Mid-Fall Oct 1 - 21 (Oct 22 - Nov 11) |
| (5) Late Spring May 1 - 21 (May 22 - Jun 11) | (11) Late Fall Nov 1 - 21 (Nov 22 - Dec 12) |
| (6) Early Summer Jun 1 - 21 (Jun 22 - Jul 12) | (12) Early Winter Dec 1 - 21 (Dec 22 - Jan 11) |

PLEASE NOTE

If factors beyond our control (if you are away for an extended period, or you have designated certain areas that we should not treat) prevent us from rendering treatment to correct the condition, JPMPM, LLC cannot be held liable for failure to control pests. While we do obligate ourselves to provide services for the control of pests described, we do not assume responsibility for their damage. The purchaser acknowledges, by his/her acceptance of this service agreement, that there are no expressed or implied terms, except as herein specifically stated. (This means that there are no other arrangements or conditions that apply to this agreement other than those stated above.)

NOTICE OF CANCELLATION

You may cancel this agreement without penalty or obligation within three business days from the date on which you authorized this agreement. If you cancel, any property traded in, any payment made by you, and 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. To cancel this transaction, mail or deliver a signed and dated written notice to JPMPM, LLC service office indicated on the reverse side of this notice.

WAIVER OF CANCELLATION

Although you the buyer have the right to cancel this transaction within the first three days, there are times when this might be a disadvantage to you. You have the privilege of waiving your right to cancel during the aforementioned three-day period if you are confronted with a bona fide personal emergency. To waive your right to cancel during the initial three-day period, a simple handwritten note which is signed and dated will suffice.

HERE IS AN EXAMPLE OF ONE SUCH WAIVER

"I expressly waive my right to cancel my authorization for a termite control treatment in order to avoid having to postpone the settlement of the sale of my house."

 Authorized Signature

Date