

SERVICE AGREEMENT FOR THE INSTALLATION, INSPECTION AND MAINTENANCE OF



®/™ Trademark of Dow AgroSciences LLC

THIS SERVICE AGREEMENT is made and entered into this 6th day of June, 2013, by and between **ADVANCE TERMITE & PEST CONTROL, INC.**, a Kansas corporation, 2515 E. 14th Avenue, Hutchinson, Kansas 67502, hereinafter referred to as "Advance", and ~~DAVID DICK~~ and **PATTY MACKEDICK**, ~~husband and wife~~, hereinafter collectively referred to as "Customer", for the installation, monitoring and maintenance of a **Sentricon* Termite Colony Elimination System** ("Sentricon System") around the duplex on the property at 600 El Dorado, Hutchinson, Kansas 67502 (no fences, detached garages or outbuildings are included in this Agreement unless specifically mentioned herein).

I. CONTRACT TERM AND PAYMENT PROVISIONS

The term of this Agreement shall commence on the date of the installation of the Sentricon System and shall end one (1) year after said date, subject to the renewal provisions provided in the following Article IX and other conditions herein set forth. **The cost for installation and the initial monitoring of the Sentricon System for said one-year period, in the amount of \$725.00, plus applicable sales tax in the amount of \$58.36, or the total sum of \$783.36, shall be paid in full by Customer following installation of the Sentricon System and upon Customer's receipt of Advance's invoice therefor.**

Provided all requisite fees are timely paid, Customer shall not incur any additional costs for termite control on the duplex at this location during the initial one-year term of this Agreement or any extension hereof under the terms of Article IX below.

II. SERVICE COMMITMENT

In compliance with all applicable federal, state and local laws, rules and regulations and all applicable recommendations contained in literature provided by Dow AgroSciences, Advance will:

A. Install Sentricon Stations ("Stations") in the soil around the outside perimeter of the structure(s) specified herein ("Structures");

B. Monitor those Stations as required by Dow AgroSciences and the label for **Recruit*** termite bait (EPA # 62719-6119) for a period of one (1) year from the date of this Agreement and as said contract may be extended under the terms of Article IX below;

C. During said one-year period, inform Customer of:

1. any new or increased termite activity noted in the System;
2. any replacement of Recruit termite bait; and
3. any observed effect of the Sentricon System on termite activity.

D. Advance shall exercise due care during the performance of any work hereunder to try to avoid damaging any part of Customer's property, plants or animals. Additionally, Advance shall conduct its operations in accordance with the applicable rules and regulations of the Kansas Department of Agriculture, Topeka, Kansas.

III. CUSTOMER UNDERSTANDING OF PERFORMANCE OF SENTRICON SYSTEM

Customer understands that:

- A. The Sentricon System involves initial installation of baited stations and colony elimination with **Recruit Always Active*** termite bait;
- B. Intervals of from a few weeks to several months should be expected between installation of the Stations and sufficient termite activity to allow complete elimination of the termite colony.
- C. During the interval(s) between the installation of the Stations and the complete elimination of existing termite colonies, **termite feeding within the Structure, possibly involving additional structural damage, should be expected to occur.** Additional services, such as spot applications of conventional termiticides, are available to combat termite activity on a localized, short-term basis, if desired, but are not needed for, and will not contribute to, termite colony elimination.
- D. The active ingredient in the Sentricon System, an insect growth regulator (IGR) called Noviflumuron, prevents worker termites from molting which is critical to colony survival. It is contained in a **Baitube*** device which will be inserted in the Stations during the installation of the Sentricon System.
- E. In tests conducted on Noviflumuron, Dow AgroSciences observed evidence of very low levels of mammalian toxicity only at very high levels of exposure.

IV. Dow AgroSciences OWNERSHIP OF SENTRICON SYSTEM COMPONENTS

- A. All components of the Sentricon System ("Components") are and shall remain the property of Dow AgroSciences. Customer has no rights to any of said Components, other than the right to their use as installed by Advance on the Customer's premises under this Agreement.
- B. Upon the expiration or termination of this Agreement, Advance and Dow AgroSciences or its representative are authorized by the Customer to retrieve from the Customer's premises the Stations and other Components contained therein for appropriate disposition.
- C. Should Advance, for any reason, cease to represent or be authorized to represent, the Sentricon System, Advance will:
 1. so notify Customer;
 2. offer the Customer the alternative of either using a different form of termite protection or discontinuing this relationship (NOTE: conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations of certain structures). In such event, Advance may not be able to offer a different form of termite protection and may deem it necessary to discontinue its relationship with Customer;
 3. if Customer and Advance (the "Parties") agree to the use of a different form of termite protection, give the Customer credit for service paid for, but not yet received;
 4. if Customer elects to discontinue the relationship, or if Advance cannot offer an effective different form of termite protection, refund to the Customer an amount equal to the fee paid for services not yet received, and
 5. retrieve, or advise Dow AgroSciences or its representative where to retrieve, the Components from Customer's premises; and
- D. Should Advance, for any reason, cease to represent or be authorized to represent, the Sentricon System, the Customer will:

1. grant Advance and Dow AgroSciences or its representative reasonable access to the premises for the retrieval of the Components; and

2. either agree with Advance regarding the use of an alternative form of termite control or elect to discontinue this relationship.

V. CUSTOMER'S COMMITMENT AS TO CONDITIONS CONDUCTIVE TO INFESTATION

Customer warrants full cooperation with Advance during the term of this Agreement, and agrees to maintain the area(s) baited free from any factors which may be contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier type structure(s). Customer shall also notify Advance of and shall eliminate faulty plumbing; leaks; dampness from drains, condensation or leaks from the roof or otherwise into, onto or under the area(s) baited. At no time will damage caused to any portion of the Structure(s), even by an active wood-destroying insect infestation, be the responsibility of Advance in areas where any of the described conditions exist. Failure of Advance to alert Customer to any of the above-described conditions does not alter Customer's responsibility under this Article.

VI. ADDITIONS, ALTERATIONS AND OTHER CHANGES

This Agreement covers only the Structure(s) identified herein as of the date of the initial installation. Customer shall immediately notify Advance in writing before the occurrence of any of the following events: (1) the Structure(s) being structurally modified, altered or otherwise changed, or (2) any termiticide being applied on or near the location of any Station; if (3) soil is removed or added around the foundation, or (4) any tampering of baiting equipment or supplies occurs. Customer's failure to so notify Advance in writing of any event(s) listed above may void this Agreement. Additional services because of any addition, alteration or other such event may be provided by Advance at Customer's expense and may require an adjustment in the annual fee.

VII. DAMAGE CAUSED BY INSECTS

Advance shall **not** be responsible for (1) any past, present or future damage to the Structure(s) or the contents thereof caused by wood-destroying insects, or (2) any costs or expenses incurred by Customer as a result of any such damage.

VIII. PAYMENT OBLIGATION

The obligations of Advance hereunder are conditioned upon payment in full of the Agreement price as set forth in Article I above and subsequent annual renewal fees. Should Customer fail to pay any of such sums, then Advance shall have the option of either canceling this Agreement in its entirety and removing the System from the property or taking advantage of civil remedies for collection of any delinquent amounts. Advance shall thereafter be discharged of any and all liability and any amounts paid shall become the property of Advance as liquidated damages. Advance shall make such election in writing by mailing such notice to Customer. Thereafter, all parties shall be released from further liability hereunder. In the event Advance does not exercise its option to cancel this Agreement, Advance may pursue such other rights as it may have and shall be entitled to whatever other legal or equitable remedies are available to Advance. Advance's liability hereunder is limited to the term of this Agreement and any renewal thereof. Customer further agrees to pay all reasonable collection fees incurred by Company in the event of Customer's subsequent default.

IX. RENEWAL AGREEMENT

Upon expiration of the initial one-year term of this Agreement, the parties hereto agree that Customer may renew this Agreement from year-to-year for subsequent annual terms. **The renewal fee for the first year following the initial one-year term hereof shall be \$210.00, plus applicable sales tax.** Advance shall advise Customer of the renewal amount for subsequent years approximately sixty (60) days prior to the expiration of the previous year's agreement. Payment of such renewal sums shall obligate Advance's technicians to continue the regular monitoring of the Stations and adding Recruit termite bait as needed. Such annual renewal price shall be payable in one lump sum at the time Customer renews the contract unless payment terms are extended by Advance for a particular renewal year.

X. SALE OF PROPERTY OR DEATH OF CUSTOMER

If, during any subsequent renewal term hereof, Customer sells the property described herein, any amounts due hereunder shall be payable in full. Further, upon any such sale, this Agreement, with all its terms and conditions, shall be fully transferable to the purchaser of said real estate for the remainder of the contract term.

Should both Customers die during any term hereof, any amounts owing hereunder at the time of death shall be payable in full from Customer's estate.

XI. ENTIRE AGREEMENT

The attachments, if any, together with this Agreement, signed Customer and Advance, shall constitute the entire agreement between these parties and no other representations or statements, whether oral or written, shall be binding upon these parties.

XII. THREE-DAY RIGHT TO CANCEL AGREEMENT

IF THIS AGREEMENT WAS SOLICITED AT CUSTOMER'S RESIDENCE AND CUSTOMER DOES NOT WANT THE SERVICES DESCRIBED HEREIN, CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION BY MAILING WRITTEN NOTICE TO:

**ADVANCE TERMITE & PEST CONTROL, INC.
2515 E. 14TH AVENUE
HUTCHINSON KS 67502**

See the attached Notice of Cancellation form for an explanation of this right. If Customer cancels, Advance must return any cash down payment made.

XIII. GOVERNING LAW

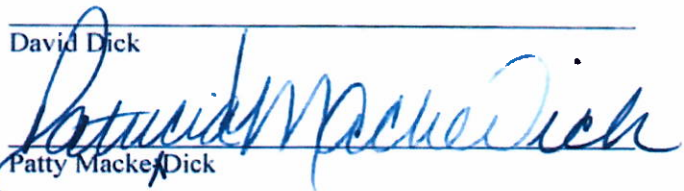
This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ADVANCE TERMITE & PEST CONTROL, INC., a Kansas Corporation

CUSTOMER:

By 
Helen M. Wells, Secretary/Treasurer

David Dick

Patty Macke Dick

Property Address: 600 El Dorado, Hutchinson KS 67502

Customer's Phone: 6

Customer's Mailing Address: 1

Customer's e-mail: _____

June 10, 2013

David and Patty Macke Dick

Re: Sentricon* *Termite Colony Elimination System* (600 Eldorado)

Dear Patty and David:

In conjunction with the installation of a Sentricon* System on your property on Eldorado, I have enclosed for your permanent property records the following documents:

- A copy of the diagram reflecting the installation of 27 in-ground Sentricon* Termite Colony Elimination System Stations around the duplex.
- Our invoice for the installation and first year's monitoring service, to be paid in accordance with the terms of the Service Agreement.
- Our invoice reflecting that Jeff inspected the crawl space of Unit B and did not observe evidence of a termite infestation in the crawl space. He was unable to inspect the crawl space of Unit A because the crawl space was flooded.

Under the terms of the Service Agreement, one of our company's technicians will monitor the System on your property on a regular basis as required by Dow AgroSciences and the Recruit* termite bait (EPA #62719-608) label, and we will furnish you with reports of their findings.

Please keep the enclosed documents, your copy of the Service Agreement and all of the monitoring reports with your permanent property records as evidence of continuous observation of your home for termites, and for transfer to any future owner(s) of the property.

If you have any questions about the Sentricon* System or concerns about any area of the duplex at any time during the initial monitoring period, please do not hesitate to call our office.

*Trademark of Dow AgroSciences LLC

We look forward to providing this unique termite monitoring service for you and appreciate your continued confidence in our company.

Sincerely,

Helen Wells

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enclosures:

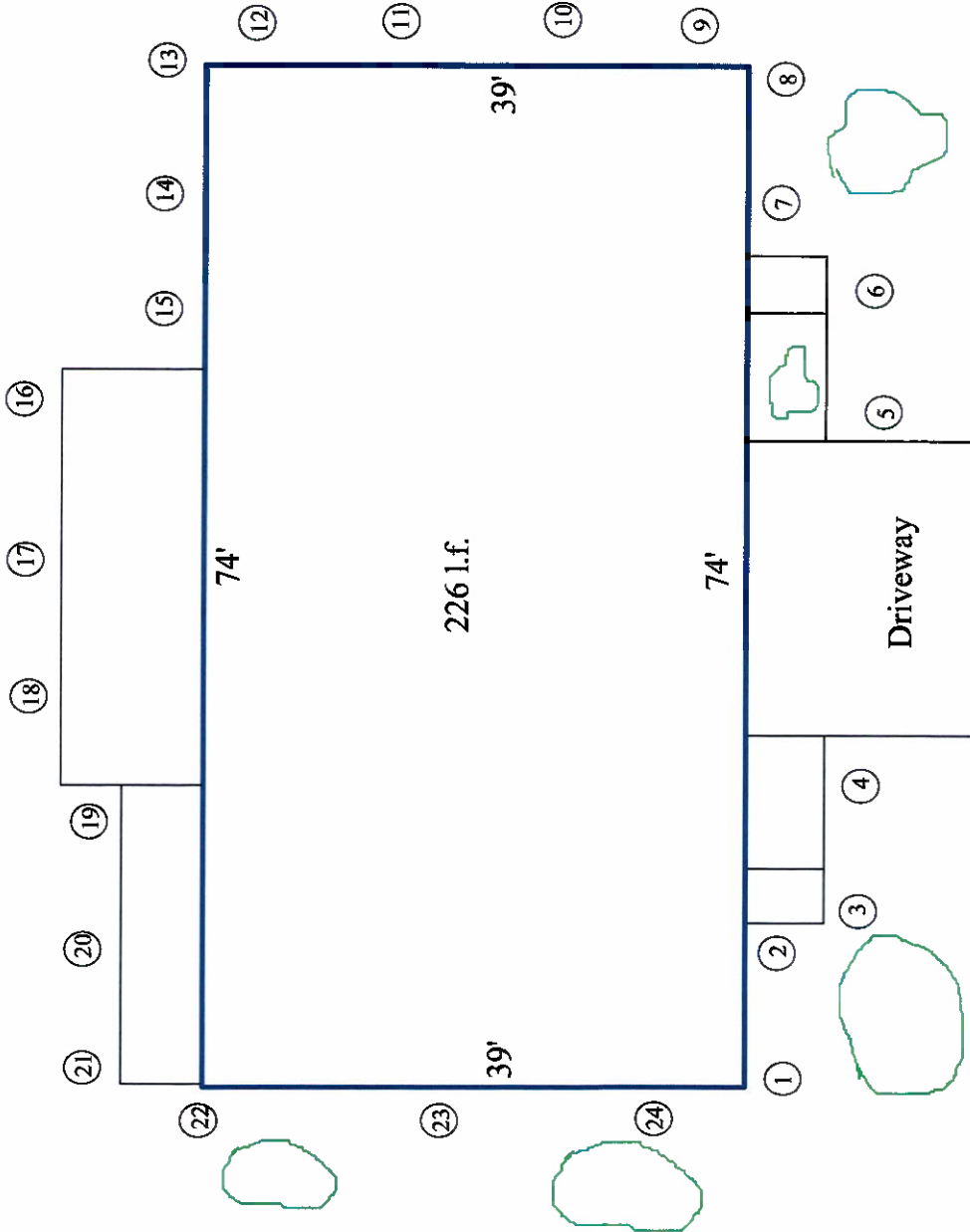
Notes

Mail diagram

Please call our office if you have questions about this report

Today's Service

- Monitored all stations
- Opened all stations (checked bait)
- Replaced damaged station/s _____
- Reinstalled station/s _____
- Added station/s _____
- Spoke with customer
- REMOVED SYSTEM



Advance

Termite & Pest Control
 2515 E 14th
 Hutchinson KS 67501
 620.662.3616
 800.536.3614
 www.advancepest.com

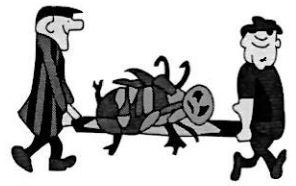
Service Date: 8/4/22

MACKE-DICK
 600 ELDORADO
 HUTCHINSON KS 67502

PestPaclD 104195
 Install Date 06/17/2013
 Bait Type HD

Signature Dan Phillips

Invoice



ADVANCE Termite & Pest Control, Inc.

KS - PBL1934

2515 E. 14th Avenue
Hutchinson, KS 67501-2121

Phone 620.662.3616 800.536.3614
FAX 620.662.0252 advance@advancepest.com
www.advancepest.com

David & Patty Macke Dick
1031 Wheatland
Buhler, KS 67522

Invoice ID 328830
Service Date Thursday, April 28, 2022
Cust ID 11680

Treatments and Products:

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|--------------------|
| Sentricon* Renewal |
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| |

Pests to Control:

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| Termites |
| |
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Notes:

Renewal of Sentricon* monitoring service through 6/17/2023.

Paid

Location of Service: 600A & B Eldorado, Hutchinson KS

Your Professional Technician: Al Wells
(Applicator # 4705)

Services and Amounts:

| | |
|--------------------|--------|
| Sentricon* Renewal | 210.00 |
| | |
| | |

Subtotal for Services 210.00

Sales Tax 18.06

Late Fees Total

Total \$228.06

Thank You! ADVANCE Termite & Pest Control, Inc.

"The best prophet of the future is the past." - Lord Byron

*Trademark of Corteva AgriScience LLC

All Advance Pest Control registered technicians are under the supervision of Jeff Wells, KS Certified Applicator #9081