



WOOD DESTROYING ORGANISM TREATMENT AGREEMENT

BRANCH # AND ADDRESS: 076 1326 SE 46th Ln 33909

Inspection Date: 5/9/12 Initial Treatment Date:

TREATMENT NOTICE LOCATION: Electrical Box Hot Water Heater Other (specify):

MAP GRID:

This AGREEMENT is made between TRULY NOLEN OF AMERICA, INC., (hereinafter referred to as "TRULY NOLEN") and the BUYER, as follows:

BUYER: Pelican Point Condo A, B, C, D 4924 Viceroy ST Cape Coral, FL 33904 Adam Pankow 239-357-8345

BILLING AGENT: SilverCrested Management P.O. Box 1848 Ft. Myers, FL 33902 CITY: Same STATE: ZIP:

Building Type: single family home multi-family residence detached garage other (specify) Buyer's Email Address:

Linear Ft. 1264 Square Ft. Cubic Ft.

Table with columns: WOOD DESTROYING ORGANISM (WDO), Treatment based on our inspection that reveals (check one column per organism), Proposed Services, Service(s) Chosen by the BUYER. Rows include A. TOTAL TERMITE PROTECTION, B. SUBTERRANEAN TERMITES ONLY, C. SUBTERRANEAN TERMITES ONLY, D. TRU-GUARD SERVICE FOR DRYWOODS ONLY, E. TENT FUMIGATION, F. INSPECTION & CONDITIONAL TREATMENT WARRANTY, G. OTHER.

REPAIR & RE-TREATMENT GUARANTEE OPTION, RE-TREATMENT ONLY GUARANTEE OPTION, NO GUARANTEE OPTION. Disclaimers, limitations, conditions and exclusions apply to Truly Nolen's obligation to retreat or repair the premises. See below and the other side for complete details. TOTAL AMOUNT \$

PAYMENT TERMS: Method of Payment: CASH CREDIT CARD FINANCE 3 MO. 6 MO. 9 MO. OTHER

Cost of Initial Treatment \$ Additional Guarantee Renewal Fees Prepaid: yrs @ \$ = \$ Other Charges \$ Sales Tax (if applicable) \$ 1. TOTAL CASH PRICE \$ 2. Less Down Payment \$ 3. Less Other \$ 4. Balance of Total Cash Price Due Upon Completion \$ 5. Balance to be Financed \$ 6. INTEREST CHARGES \$ 7. Deferred Payment Price (Item 5 plus Item 6) \$

MC VISA AMEX DISC Card # Expires: LATE FEE: Any time a payment is late by more than 10 calendar days, there will be a Late Fee of \$25 added to the Outstanding Balance. Additionally, Finance Charges will begin to accrue on the outstanding balance the day after payment is due. The Finance Charge is applied at a monthly rate of 1.333% (16% Annual Rate). RETURNED CHECKS: There will be a \$25 fee for returned checks. DEFERRED PAYMENT: Price (Item 7) is payable in lawful money of the United States of America in successive minimal monthly payments of \$ commencing on the (circle one) 10th 20th 30th with a final payment of \$ due. The Interest Charge (Item 6) will be Accrued on the Unpaid Principal Balance at a monthly rate of 1.333% (16% Annual Rate). THERE IS NO RE-TREATMENT OR REPAIR & RE-TREATMENT GUARANTEE UNTIL INITIAL AND RENEWAL PAYMENTS ARE MADE ACCORDING TO TERMS.

THE SERVICES OFFERED BY TRULY NOLEN UNDER THIS AGREEMENT INCLUDE THE APPLICATION OF REGISTERED MATERIAL WITH THE ENVIRONMENTAL PROTECTION AGENCY IN AN EFFORT TO LIMIT, DETER, INHIBIT, RESTRAIN, HINDER, IMPEDE OR CONTROL THOSE WOOD DESTROYING ORGANISMS SPECIFIED BY THE BUYER ON THE FACE OF THIS AGREEMENT. FACTORS BEYOND TRULY NOLEN'S CONTROL CAN DIMINISH THE EFFECTIVENESS OF TREATMENT. COMPLETE ELIMINATION, CONTROL OR ABSOLUTE PREVENTION IS NOT ALWAYS POSSIBLE. FOR THESE REASONS, TRULY NOLEN OFFERS YOUR CHOICE OF ONE OF THE FOLLOWING LIMITED GUARANTEES:

A. RE-TREATMENT ONLY GUARANTEE. If the term "RE-TREATMENT ONLY GUARANTEE" is specified on this AGREEMENT's front page, or if an Inspection Only service was purchased, a RE-TREATMENT ONLY GUARANTEE applies to the AGREEMENT, subject to all provisions of this AGREEMENT and payment of all initial and renewal fees. This RE-TREATMENT ONLY GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of the AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. This RE-TREATMENT ONLY GUARANTEE is limited to RE-TREATMENT ONLY, and DOES NOT COVER REPAIR of existing or subsequent damage caused by wood destroying organisms to the property, the structure(s), or the contents thereof. By accepting the AGREEMENT and RE-TREATMENT ONLY GUARANTEE, the BUYER expressly waives any claim for damages to the property, the structure(s) or the contents thereof caused by or resulting from any infestation of wood destroying organisms, and releases TRULY NOLEN and its employees from any and all liability for any such claims or damages. B. REPAIR & RE-TREATMENT GUARANTEE. If the term "REPAIR & RE-TREATMENT GUARANTEE" is offered by TRULY NOLEN and specified by the BUYER on this AGREEMENT'S front page, a REPAIR & RE-TREATMENT GUARANTEE applies to the AGREEMENT, subject to all limitations of liability and other provisions of this AGREEMENT, including payment of all initial and renewal fees. This REPAIR & RE-TREATMENT GUARANTEE provides that, in the event of a continued or subsequent infestation by any of the wood destroying organisms initially treated, as specified by the BUYER on the face of this AGREEMENT, TRULY NOLEN will re-treat the structure(s), or affected portions thereof, for one (1) year after the initial treatment, and during each additional year of the optional renewal period, in accordance with the terms of this AGREEMENT. A request for re-treatment or inspection must be reported during the initial or renewed term of this AGREEMENT. Additionally, during the period the AGREEMENT is in effect, TRULY NOLEN will provide for the repair of new structural damage to the structure(s) as may be caused by a new or continued infestation of wood destroying organisms initially treated, as specified by the BUYER, provided that the initial treatment and REPAIR & RE-TREATMENT GUARANTEE Renewal fees are paid in accordance with the terms of the AGREEMENT. TRULY NOLEN'S liability for any such damage shall not exceed the cumulative aggregate sum of \$1,000,000.00 for all covered structures for the entire period covered by the AGREEMENT, and is limited to those repairs undertaken with TRULY NOLEN'S prior-written approval. This limited guarantee does not apply to exposed or unexposed damage that may have existed at the date of the initial treatment. The habits of the organisms and other conditions beyond TRULY NOLEN'S control may create the need for multiple treatments over a period of time. Therefore, new damage will be defined as damage that occurs after the initial treatment date and is caused by a new infestation of a wood destroying organism initially treated, as selected by the BUYER and shall be substantiated by the presence in the damaged area of an active infestation of the specified wood destroying organism. AFTER FOUR (4) RENEWAL YEARS, THE REPAIR & RE-TREATMENT GUARANTEE REVERTS AUTOMATICALLY TO A RE-TREATMENT ONLY GUARANTEE, as described above, unless the TOTAL TERMITE PROTECTION option has been purchased, which includes a reapplication of materials to the exterior perimeter after four (4) renewal years to reinforce any areas that may have become conducive to reinfestation. In the professional opinion of Truly Nolen, followed by a reapplication of materials every five (5) renewal years thereafter, subject to the same professional assessment by Truly Nolen. C. NO GUARANTEE OPTION. If marked on the front of this AGREEMENT, or if no choice is marked as to the type of Guarantee, this AGREEMENT provides no guarantee for the services provided. You agree to waive all claims or remedies against TRULY NOLEN for re-treatment or repair of damages to the structure or their contents. You expressly agree to limit your remedy to the purchase price for these services.

GUARANTEE RENEWAL OPTION: If the Treatment(s) specified by the BUYER includes either a RE-TREATMENT ONLY or REPAIR & RE-TREATMENT GUARANTEE, payment for the Initial Treatment(s) includes a one (1) year guarantee as specified above. At BUYER'S option and for BUYER'S further protection, a RE-TREATMENT ONLY or REPAIR & RE-TREATMENT GUARANTEE may be renewed annually.

The RENEWAL FEE for guarantee renewal will be \$ 1098 per year for RE-TREATMENT ONLY or \$ per year for REPAIR & RE-TREATMENT GUARANTEE. The first renewal payment will be due before the end of (month/year). Failure to timely pay the RENEWAL FEE will excuse TRULY NOLEN'S performance under the contract and Guarantee. TRULY NOLEN may reinstate the Guarantee and allow renewal in its sole discretion, and after a satisfactory inspection of the premises. After two (2) renewal years, the RENEWAL FEE may be modified by TRULY NOLEN. TRULY NOLEN will inspect the property annually upon request of the owner of the property, while either Guarantee renewal option is in effect. For your annual inspection please contact your local TRULY NOLEN office.

IT IS IMPORTANT THAT YOU READ THE ENTIRE AGREEMENT ON BOTH SIDES OF ALL PAGES BEFORE SIGNING.

Truly Nolen of America, Inc. License # 1326 SE 46th Ln 549-5656 Office Address Phone Sergio Martinez 8996 Inspector

ACCEPTED (ACCEPTANCE REQUIRED WITHIN 30 DAYS OF INSPECTION DATE) BUYER or Authorized Agent of BUYER TRANSACTION DATE Branch Manager Approval

