



ZANESVILLE
2735 SONORA RD
ZANESVILLE, OH 43701-7817
7405885953

Contract #: 113435-081723001348-9713

Inspection Date: 08/16/2023

Inspector: KIRKPATRICK, TODD

Homeowner Name: COSHOCTON HIGH SCHOOL

Address: 1205 CAMBRIDGE RD

City State Zip: COSHOCTON, OH, 43812-2741

Home Phone: 7406229433

Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	<u>170</u>	Built Pre 1985:	<input checked="" type="checkbox"/>	Primary Use:	<u>Commercial Structure</u>
# of Stories:	<u>2</u>	Roof Type:	<u>Shingle Roof</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Basement</u>	Siding:	<u>Brick</u>	Industry Type:	<u></u>
Square Footage:	<u>1250</u>	Lot Size:	<u></u>	# of Gas Meters:	<u></u>
Cubic Feet:	<u></u>	Eave Height:	<u></u>	Peak Height:	<u></u>

PROPERTY HAS A:

Cistern:	French Drain:	Well:
Visible Pond, Lake, Stream, or Waterway:	Sprinkler System Present:	
Exterior Slab (False Porch) Over Basement Area:	Gas Meter Have 3' Clearance:	

CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input type="checkbox"/>	Trees/shrubs on or against home?	
Conditions on or around foundation conducive to termite attack?		Foundation slab/wall visible?	
Conditions allowing water to collect around structure?		Openings large enough for pest/rodent/wildlife entry?	
Gutters and downspouts clear of debris and standing water?		Siding Less Than 6" From Grade:	
Styrofoam Insulation or "DRI-VIT" Below Grade?		Wood embedded in concrete?	
Breeding Sites:			



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INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump: ☒ A/C - Heat Ducts in or Below Slab: ☐
Plenum A/C - Heat System: ☐ Radiant Heat: ☐

CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☒ Live Subterranean Termites Found? ☐
Damage Found? ☐ Obvious Signs Of Leaks? ☐
Musky Odors? ☐ Bath Traps Installed Where Applicable? ☒
Wall Separation/Cracks? ☐ Sagging Or Bouncing Floors? ☐

ATTIC

Number Of Attics: _____ Attic Access Location: None
Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐
Adequate Ventilation? _____ Adequate Insulation R-Value? _____ Obvious Signs Of Leaks? _____
Attic Vents Screened? _____ Asbestos Present? _____

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: None
Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____
Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____
Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?
Wood debris, stored material or structure/ground contact?
Excessive Moisture? _____ Visible Plumbing Leaks? _____ Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists? _____ Wood-Earth Contact? _____ Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space? _____ Wood Embedded In Concrete? _____ Entire Crawl Space Accessible? _____

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

None visible at this time Date: 08/16/2023

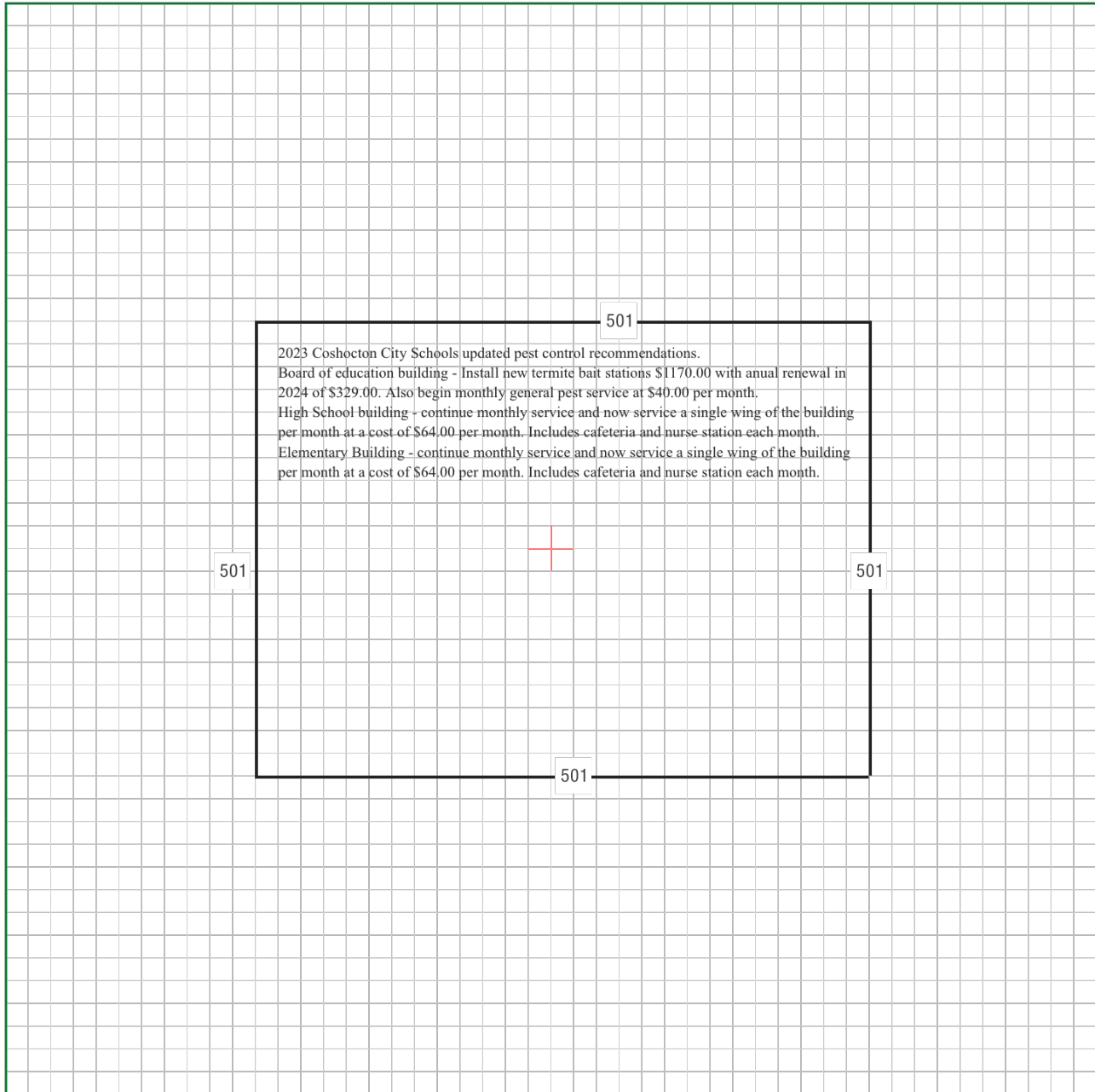
TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:



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Scale 1:

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.



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FLOOR PLAN LEGEND

PROPERTY ELEMENTS



Exterior Gas Grill



Water Shut-Off



Sprinkler Shut-Off



Gas Meter



Air Conditioner



Cistern



Exterior Slab Over Basement Area



Inaccessible Area(s)



Sump Pump



Visible Waterway

KEY TO EVIDENCE



Access Holes Allowing Pest Entry



Ant Activity



Bed Bug Activity



Bird Activity



Carpenter Ants



Cellulose Debris



Dampwood Termites



Drywood Termites



Earth Contact



Existing Damage



Excessive Moisture



Fungus



Faulty Grade



Flies



Formosan Termites



Gnaw Marks/Debris (Rodent)



Large Gaps



Mice



Mosquitoes



Missing Screens/Vent Covers



Possible Hidden Damage



Powder Post Beetles



Powder Post Beetle Damage



Rigid Board / Foam Insulation At Or Below Grade



Roaches



Rigid Board / Foam Insulation at or Below Grade



Rodents



Rodent Waste (Droppings)



Rodent Droppings



Rodent Tunneling In Insulation



Rodent Tunneling Under Slab Or Concrete Pad



Rub Marks (Rodent)



Siding Less Than 6" From Grade



Spiders



Styrofoam Insulation Or DRI-Vit Below Grade



Subterranean Termites



Termite Damage



Active Termites



Wood Boring Beetles



Wood Debris In Crawlspace



Wood Embedded In Concrete



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FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		



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FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab



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SUBTERRANEAN TERMITE BAIT DEFEND SERVICE PLAN

THIS AGREEMENT PROVIDES FOR INSTALLATION, MONITORING AND SERVICING OF A SUBTERRANEAN TERMITE BAITING SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH INSTALLATION. THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN A LACK OF TERMITE PROTECTION.

Customer (print name) COSHOCTON HIGH SCHOOL Main Phone 7406229433 Alternate Phone _____
Mailing Address ''
Property Address 1205 CAMBRIDGE RD, COSHOCTON, OH 43812-2741
Description of Structure(s) Covered Commercial Building Email JACOB.CONRAD@COSHOCTONCITYSCHOOLS.COM

SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Installation/Treatment and Initial Term Fee).....	\$	1300.00
ANNUAL RENEWAL CHARGE*	\$	329.00
TRANSFER FEE*	\$	
BILLING FREQUENCY		Annual

*Excludes tax (if applicable)

Customer acknowledges, accepts and agrees that:

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the termiticide(s), which will be used to treat the above-named property.

Terminix has provided the Customer with an Inspection Graph, as described in Section 3—Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Customer accepts and agrees to the Terms and Conditions on pages 1–2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 20 and 21 of the Terms and Conditions on page 2 of this Agreement:

Customer's Company Name: <u>COSHOCTON HIGH SCHOOL</u>	Customers Authorized Representative (Print Name): <u>COSHOCTON HIGH SCHOOL</u>
Customer's Authorized Representative (Signature): _____	Date: _____
Representative Name: <u>KIRKPATRICK, TODD</u>	Representative (Signature): _____ Date: _____
Terminix Branch Phone: <u>7405885953</u>	Terminix Branch Charter No.: _____
Terminix Branch Address: <u>2735 SONORA RD, ZANESVILLE, OH 43701-7817</u>	

STATE-SPECIFIC DISCLOSURES.

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847
Phone 1.866.918.4481 Fax 1.888.232.2567.

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial installation n (the "Installation Date") of the Baiting System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Customer may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Customer owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. Terminix reserves the right to revise the Annual Renewal Term Fee following the expiration of the second Renewal Term.
2. **FEES.** Customer shall pay the fees for Baiting System Installation and Services for the Initial Term and a ny Renewal Term in accordance with the payment terms set forth in this Agreement based upon the Payment Option selected by Customer.
3. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a rec ord of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
4. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE INSTALLATION OF THE BAITING SYSTEM. The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Install the Terminix Subterranean Termite Baiting System (the "Baiting System") on and around the Structures described on the Inspection Graph attached to this Agreement, which contains termite bait in all stations; (b) Monitor and service the Baiting System including replacement of termite bait and other components of the Baiting System at no additional charge to Customer, as deemed necessary by Terminix, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies; and (c) Inspect the Structures annually or at any time upon the request of Customer for termite activity.
5. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE BAITING SYSTEM ONLY CONTROLS FO R AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICU LITERMES SPP.*, *HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE BAITING SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND, DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, CUSTOMER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND CUSTOMER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN CURRENT RATES.
6. **ACCESS TO PROPERTY.** Customer must allow Terminix access to the Structures for any purpose conte mplied by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
7. **CUSTOMER COOPERATION.** Customer's cooperation is important to ensure the most effective results f rom Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.
8. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW , TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT TERMINIX HAS NOT TREATED THE STRUCTURES WITH TERMITICIDE, HAS NOT TREATED THE SOIL OF THE STRUCTURES WITH TERMITICIDE, IS NOT REQUIRED TO TREAT THE PROPERTY AND IS ONLY OBLIGATED TO PROVIDE FURTHER BAITING SYSTEM TREATMENT IF DEEMED NECESSARY BY TERMINIX. IN CONSIDERATION OF SUMS CHARGED BY TERMINIX HEREUNDER AND AS A LIQUIDATED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX FAILED TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER BAITING SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE. CUSTOMER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO CUSTOMER WHATSOEVER. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.
9. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
10. **INFORMATION REGARDING THE BAITING SYSTEM.** Customer understands that: (a) As termites feed on the bait in the stations, their growth is disrupted, causing a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated. Subterranean Termite colony elimination or control is impacted by the colony size, geographical location, weather and/or other factors. During the period before colony elimination or control is achieved, new damage to Structures from termite feeding may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards do not apply to Subterranean Termite baiting treatments. The termite bait used within the Baiting System is registered for use in this state; (b) The Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait, and subsequent monitoring for continuous protection from new Subterranean Termite activity; (c) Intervals of from two to several months may occur between: (i) installation of the Baiting System and sufficient termite activity to allow additional termite bait; (ii) addition of termite bait and mitigation or elimination of the Subterranean Termite colony; and (iii) the total time from initial installation to Subterranean Termite colony mitigation or elimination is dependent upon geographical location, weather and/or other factors; (d) Additional services such as spot applications of conventional termiticides are available for an additional fee to combat termite activity on a localized basis if desired, but are not necessarily needed for the Subterranean Termite colony elimination or control; and (e) In some circumstances, the Baiting System may not eliminate or control the Subterranean Termite colony. If after 24 months from commencement of the Baiting System, Subterranean Termite colony elimination or control has not been achieved, Terminix may in its sole discretion propose treatment using conventional methods at no additional charge. In that case, Customer may elect to continue with the Baiting System (on the same terms and conditions) or the conventional treatment. If Customer chooses not to continue with the Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods is offered by Terminix and agreed to by Customer, then Customer must first execute a new written contract in the form then in use by Terminix.
11. **OWNERSHIP OF BAITING SYSTEMS COMPONENTS.** The Customer understands that some or all of the c omponents of the Baiting System ("Components") may be, and may remain, the property of the

manufacturer. The Customer has no ownership rights to any of the Components other than the right to their use as installed by Terminix under this Agreement. Upon the expiration or termination of the Agreement, Terminix or its authorized representatives are authorized by Customer to retrieve from Customer's premises the system Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Baiting System, Terminix will: i) so notify Customer, ii) offer Customer the alternative of either using a different system of termite protection or control or terminating this Agreement and iii) retrieve the Components from Customer's premises.

12. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Customer must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Customer's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Customer from the obligations to provide written notice to Terminix of the same. Customer shall pay Terminix's then current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term charge as a result of the Alterations.
13. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued up on request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
14. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the perf ormance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
15. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for d amage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
16. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the ev ent of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee or terminate this Agreement.
17. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
18. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreeeme nt by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
19. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the r emaining terms and conditions of this Agreement shall remain in full force and effect.
20. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute o r otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
21. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a pl aintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
22. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 20 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
23. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire Agreeem ent between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.
24. **Notice for California Consumers:** In order to establish an account and provide you with service, we ma y collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.



Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	TERMITE BAIT PREVENTATIVE		\$1300.00	\$0.00	\$130.00	\$1170.00
Grand Total:						\$1170

Product	Merchandise	Quantity
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Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

Authorization

Purchaser Name: COSHOCTON HIGH SCHOOL Purchaser (Signature): _____ Date: _____

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Terminix Authorization

Purchaser Name: COSHOCTON HIGH SCHOOL Purchaser (Signature): _____ Date: _____

SMAC Authorization

Purchaser Name: COSHOCTON HIGH SCHOOL Purchaser (Signature): _____ Date: _____

TERMINIX[®]



ZANESVILLE
2735 SONORA RD
ZANESVILLE, OH 43701-7817
7405885953

Contract #: 113435-081723001348-9713

Inspection Date: 08/16/2023

Inspector: KIRKPATRICK, TODD

Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: https://licensed.com/orgs/terminix/public/chemical_documents

For NY customers, please select 'NY' as your locale

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