



**WOOD DESTROYING ORGANISM
TREATMENT AGREEMENT**

Inspection Date: _____, _____
 Initial Treatment Date: _____, _____
 BRANCH # _____

TREATMENT NOTICE
 POSTED: _____
 LOCATION: _____
 MAP GRID: _____

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

BUYER'S NAME _____
 TREATMENT STREET ADDRESS (PROPERTY TREATED) _____
 CITY STATE ZIP _____
 AREA CODE HOME PHONE _____
 Number of Buildings and Type _____

BILLING AGENT _____
 BILLING STREET ADDRESS (MAILING ADDRESS) _____
 CITY STATE ZIP _____
 AREA CODE BILLING PHONE _____
 Lineal Footage _____

WOOD DESTROYING ORGANISM (WDO): Treatment will only cover those WDO types specified and paid for by the BUYER.	Treatment based on our inspection that reveals: (check one column per organism)			Proposal Cost for Treatment	Treatment(s) Specified by the BUYER Enter Amount
	Active Infestation	Evidence Presumptive of Infestation	Preventative Treatment or Pretreats		
Subterranean Termites				\$	\$
A) Defense System				\$	\$
B) Monitored Defense System (Quarterly Monitoring Includes Formosan)				\$	\$
Drywood Termites or Wood Borers:				\$	\$
A) Tent Fumigation				\$	\$
B) Tru-Guard Borate				\$	\$
Other:				\$	\$
Sub Total				\$	\$
\$300,000 REPAIR & RE-TREATMENT GUARANTEE OPTION _____ Buyer's initials				\$	\$
RE-TREATMENT ONLY GUARANTEE OPTION _____ Buyer's initials					
NO GUARANTEE OPTION _____ Buyer's initials					
Disclaimers, limitations, conditions and exclusions apply. See below and the other side for complete details.				TOTAL AMOUNT	TOTAL AMOUNT
Total cost of treatment(s) specified by BUYER: INITIALS _____					

PAYMENT TERMS: Method of Payment: ___ CASH ___ CREDIT CARD ___ FINANCE ___ 3 MO ___ 6 MO ___ OTHER _____

Cost of Initial Treatment \$ _____
 Quarterly Monitoring Service 3 x \$ _____ = \$ _____
 First Years Cost \$ _____
 Additional Guarantee Renewal Fees Prepaid:
 _____ yrs @ \$ _____ = \$ _____
 _____ Other Charges \$ _____
 Sales Tax (if applicable) \$ _____

<input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/> 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.
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1. **TOTAL CASH PRICE** \$ _____
2. Less Down Payment \$ _____
3. Less Other \$ _____
4. **Balance of Total Cash Price Due** \$ _____
5. Balance to be Financed \$ _____
6. INTEREST CHARGES \$ _____
7. Deferred Payment Price (item 5 plus Item 6) \$ _____

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 payment is made according to terms.

THE SERVICES OFFERED BY TRULY NOLEN UNDER THIS AGREEMENT INCLUDE THE APPLICATION OF ENVIRONMENTAL PROTECTION AGENCY REGISTERED MATERIALS TO BE USED IN AN EFFORT TO LIMIT, DEFER, INHIBIT, RESTRAIN, HINDER, IMPEDE OR CONTROL THOSE WOOD DESTROYING ORGANISMS SPECIFIED BY THE BUYER ON THE FACE OF THIS AGREEMENT. THE EFFECTIVENESS OF TREATMENT CAN BE DIMINISHED BY FACTORS BEYOND THE CONTROL OF TRULY NOLEN. 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 in the AGREEMENT, a TRULY NOLEN RE-TREATMENT ONLY GUARANTEE applies to the AGREEMENT, subject to all limitations of liability provisions of this AGREEMENT and payment of all applicable 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. The re-treatment to be provided is the same or equivalent treatment originally provided. 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 acceptance of 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. _____ (Customer Initial) **OR**

B. REPAIR & RE-TREATMENT GUARANTEE. If the term "REPAIR & RE-TREATMENT GUARANTEE" is offered by TRULY NOLEN and specified by the BUYER, a TRULY NOLEN REPAIR & RE-TREATMENT GUARANTEE applies to the AGREEMENT, subject to all limitations of liability provisions of the AGREEMENT and payment of all applicable 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. 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 **\$300,000.00** 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 the control of TRULY NOLEN 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 a Monitored Defense System has been purchased which includes a perimeter reinforcement after four (4) renewal years, if conditions conducive to infestation exist.**

REPAIR & RE-TREATMENT GUARANTEE _____ Accepted (customer initial) _____ Declined (customer initial)

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 for additional years after the first year. The RENEWAL FEE for guarantee renewal will be _____ 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). On a Monitored Defense System, the annual renewal fee can be paid on a quarterly basis after the first year. The quarterly rate will be \$ _____ and 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 until the account is brought current. After 30 days, TRULY NOLEN may cancel this AGREEMENT for non-payment. 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. Owner should call local TRULY NOLEN office for annual inspection appointment.

Truly Nolen of _____ License # _____ **ACCEPTED (ACCEPTANCE REQUIRED WITHIN 30 DAYS OF INSPECTION DATE)**

Office Address _____ Phone _____ Buyer or Authorized Agent of Buyer _____ Transaction Date _____

Inspector _____ # _____ Branch Manager Approval _____

ACKNOWLEDGEMENT: BY SIGNING THE FACE OF THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT THE BUYER HAS READ, UNDERSTANDS AND AGREES TO ABIDE BY THIS AGREEMENT AND ANY AND ALL ATTACHED CHECKLISTS, GRAPHS, SPECIFICATIONS OR OTHER DOCUMENTS.

IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

BY INITIALING ONE OF THE FOREGOING, I ACKNOWLEDGE THAT I FULLY UNDERSTAND THE EXTENT OF THE WARRANTY, THAT I HAVE HAD AN ADEQUATE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE EXTENT OF THE WARRANTY, THAT MY QUESTIONS ABOUT THE EXTENT OF THE WARRANTY HAVE BEEN CLEARLY ANSWERED TO MY SATISFACTION, AND THAT I HAVE RECEIVED A COPY OF THE CONTRACT CONTAINING THE ENTIRE WARRANTY.

IT IS IMPORTANT THAT YOU READ THE ENTIRE AGREEMENT ON BOTH SIDES BEFORE SIGNING. NOTE: PLEASE REFER TO BOTH SIDES OF THIS AGREEMENT FOR ALL DETAILS OF ANY GUARANTEE AND GENERAL TERMS AND CONDITIONS.

SETTLEMENT OF DISPUTES: It is mutually agreed between BUYER and TRULY NOLEN that any dispute or controversy arising between them relating to: (1) any treatment or service rendered by TRULY NOLEN, or (2) any damage or injury to person or to property, whether direct, incidental, or consequential, allegedly caused by TRULY NOLEN, or (3) the enforcement of any claim under the Guarantee provisions hereof, or (4) any claim regarding the sale shall be settled and resolved exclusively by arbitration. It is further agreed there shall be no class actions or joinder brought through the arbitration or any other proceedings. As a condition precedent to any action, the parties shall engage in a pre-mediation. Each party shall bear their own costs. The mediation shall be non-binding. It is further agreed that there shall be a single neutral arbitrator, and the arbitration governed by the American Arbitration Association. Discovery shall be permitted as provided under the Florida Rules of Civil Procedure, except discovery shall not be permitted as to transaction with other customers. The arbitrators must apply all legal and equitable defenses. The arbitrator shall not have the authority to award indirect, special or consequential damages including, but not limited to diminished resale of a house or its contents, loss of use, lost anticipated profits, punitive damages or attorney's fees, such damages being specifically waived below. Any award of damages shall include a written decision that states reasons upon which the award is based, including all elements involved in the calculation of any award of damages. Either party may appeal the arbitrator's award to any court of competent jurisdiction. The court having jurisdiction over the appeal may adjudicate any issues that could have been adjudicated had the matter been an appeal from a court of law or equity.

LIMITATION OF LIABILITY: Except for repair damage specifically covered by the purchase of a Repair & Re-Treatment Guarantee, the liability of TRULY NOLEN hereunder for treatment, reinspection, retreatment, or claims arising out of or relating to the interpretation, performance or breach of any provision of this AGREEMENT, or any claim for damages for an alleged breach of contract, statute or common law cause of action, injury caused by performance, and/or negligence in the performance of the AGREEMENT, shall not exceed the cumulative aggregate sum of \$5,000.00 for the entire period covered by this AGREEMENT. In no event shall either party be liable to the other for indirect, special or consequential damages including, but not limited to, diminished resale value of a home or its contents, loss of use of the home or its contents, punitive damages, attorneys' fees or loss of anticipated profits.

GENERAL TERMS AND CONDITIONS

1. **WARNING - PESTICIDES AND TERMITICIDES CAN BE HARMFUL!** Treatment involves the application of EPA registered chemicals. TRULY NOLEN will, upon request, provide detailed Material Safety Data Sheets (MSDS) on materials to be used. IT IS THE OBLIGATION OF THE BUYER TO ADVISE ALL POTENTIAL OCCUPANTS OF THE STRUCTURE(S) TO CONSULT WITH THEIR HEALTH CARE PROVIDER IF THEY OR ANY MINOR CHILDREN MAY BE SENSITIVE TO CHEMICALS AND/OR CHEMICAL ODORS BEFORE ALLOWING ANY INITIAL OR SUBSEQUENT TREATMENTS TO BE PERFORMED.

2. **BUYER UNDERSTANDING OF PERFORMANCE OF BAITING MONITOR SYSTEMS.** TRULY NOLEN will monitor on a quarterly basis any monitoring stations installed within and around the structure contracted for. When subterranean termites appear in any of the stations during our inspection visits, we will install baits and monitor structures on a more frequent basis and replenish baits as needed. Monitoring/baiting systems are used for suppressing subterranean termite activity. When baiting/monitoring systems are used in conjunction with a conventional termite treatment we can offer our \$300,000 Repair and Re-Treatment Guarantee option. This limited warranty begins on 1st day of treatment.

3. **TERMS AND CONDITIONS OF THE AGREEMENT.** After four (4) renewal years, the terms and conditions of the AGREEMENT can be modified, subject only to prior written notification by TRULY NOLEN.

4. **INSPECTION AND EXISTING DAMAGE.** TRULY NOLEN is not responsible for the repair or replacement of either visible damage or hidden damage existing as of the date of the AGREEMENT. All treatments, repairs and recommendations by TRULY NOLEN are based on non-destructive visual inspection. Because damage may be present in unexposed, inaccessible or hidden areas of the structure(s) not detectable by visual inspection, TRULY NOLEN is not responsible for the repair of any present or future damage which may subsequently be found but where no live infestation can be found at the time of discovery. At times, TRULY NOLEN may recommend, or the BUYER may choose to undertake, destructive inspection measures at BUYER's cost. Under no circumstances will TRULY NOLEN be responsible for the repair or restoration of damage caused by a destructive inspection process. TRULY NOLEN cannot and does not guarantee that any damage discovered during the initial or subsequent visual inspections of the structure(s) comprises all of the damage which may exist in the structure(s) at the time of inspection.

5. **FUNCTIONAL DAMAGE.** The term "Functional Damage" means damage that affects the functional purpose of the damaged portion of the structure. This includes damage that may affect the structural integrity or cosmetic appeal of the damaged area. Under the REPAIR & RE-TREATMENT GUARANTEE, if accepted, TRULY NOLEN will provide for repairs or replacements, to be determined at its sole discretion, necessary to restore the functional purpose of any covered damaged area. Restorations will be to a like quality and condition, before the covered damage occurred. TRULY NOLEN will only be responsible for restoration to those sections of wall coverings (including paint) wall tile, or floor tile, actually damaged or disrupted during the repair process. TRULY NOLEN will make an effort to match wall coverings, wall tile, or floor tile that may be damaged during a repair process, but will not guarantee or be responsible for an exact match. In no event shall TRULY NOLEN be responsible for repairs or redecoration in areas not directly affected by or in the immediate vicinity of termite damage, or for indirect expenses or consequential damages relating to the existence of termites or termite damage, or for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

6. **CONDITIONS CONDUCTIVE TO INFESTATION.** Certain conditions in treated areas, interior areas, or through the roof or exterior walls of the structure(s) may destroy the effectiveness of TRULY NOLEN's treatment and create conditions conducive to new or continued infestation. TRULY NOLEN is not responsible for no-cost retreatment or repair of damage where conditions conducive to infestation, such as direct wood to earth contact, excessive moisture conditions, water leakage in treated areas, interior areas, or through the roof or exterior walls, foamboard below grade, stucco frame below grade, excessive stucco over-pour plumbing leaks, inadequate or improper ventilation, structural or mechanical problems, or excessive cellulose debris, that exist in, over, under, or adjacent to the structure(s) treated exist. In addition to the above, all conditions now or subsequently recognized by any federal, state or local authority as conducive to infestation shall be included herein. Not all conditions conducive to infestation may be visible at the time of the initial or subsequent inspections. At any time, TRULY NOLEN may request the BUYER at BUYER's own cost to correct conditions conducive to infestation that are known to exist, or discovered at a later date, that could adversely affect treatment. BUYER is responsible for making timely repairs or corrections of any identified condition as requested by TRULY NOLEN. Additionally, BUYER is responsible to timely notify TRULY NOLEN of the existence of any known conducive condition. Upon completion of corrections by the BUYER, TRULY NOLEN may provide additional treatment as needed. If additional treatment is necessary because of water leakage, TRULY NOLEN may need to provide additional treatment to the affected area at an additional expense to BUYER. BUYER's failure to notify TRULY NOLEN of the existence of a known conducive condition or to make timely correction when requested will enable TRULY NOLEN, at its sole discretion, to cancel this AGREEMENT, subject only to five (5) calendar days prior written notification by TRULY NOLEN.

7. **ADDITIONS, ALTERATIONS.** If during the guarantee period the BUYER takes any actions which affect the treated structure(s) by creating new insect hazards or interference with the chemical protective barrier (including, but not limited to: additions, alterations, structural modifications soil removal from or soil addition to the base of the foundation), TRULY NOLEN may terminate this AGREEMENT unless TRULY NOLEN receives prior written notification of the alteration from BUYER, re-inspects the structure(s), contracts for additional treatment as needed and/or adjusts the guarantee renewal fee.

8. **ACCESS.** TRULY NOLEN's liability under either the Repair & Re-Treatment Guarantee or Re-Treatment Only Guarantee shall terminate if access to the premises, structure(s) or any part of the structure is refused to TRULY NOLEN or its agents, representatives or inspectors for the purpose of inspections and/or the performance of the terms and conditions of this AGREEMENT. This includes access to and the BUYER's permission to treat, if needed, through floor and/or wall coverings that cannot be readily removed (tile, linoleum, wall paper, etc.). If TRULY NOLEN must have access to and treat through such coverings, BUYER acknowledges TRULY NOLEN's only responsibility will be to patch the treatment holes and TRULY NOLEN will not be responsible for the repair, or replacement of the affected covering.

9. **CONDITIONS AFFECTING PERFORMANCE.** Certain conditions beyond TRULY NOLEN's control may affect TRULY NOLEN's ability to perform obligations provided for under this AGREEMENT. These conditions include, but are not limited to: heavy rain, strong winds, extreme temperatures, acts of governmental authorities, or any other Act of God or circumstances or causes beyond the control

of TRULY NOLEN. No liability shall accrue or be charged to TRULY NOLEN if, at its discretion, it becomes necessary for TRULY NOLEN to postpone cancel, or terminate treatment as a result of any of the foregoing conditions.

10. **LIMITED ASSIGNABILITY.** After one (1) year from the original treatment date, a Repair & Re-Treatment Guarantee and Re-Treatment Only Guarantee shall be assignable to a subsequent owner, provided that a copy of this AGREEMENT and any attached Graphs, Specifications and Checklists are given by the BUYER to the subsequent owner at time of property transfer, and the new owner pays a \$50.00 customer service fee. The new owner must accept all terms and conditions of the agreement currently being used by TRULY NOLEN, and advise TRULY NOLEN in writing of their name and proper billing address within ten (10) calendar days of the property transfer.

11. **NOTICE TO TRULY NOLEN.** Any disputes or claims under this AGREEMENT must be made promptly in writing to TRULY NOLEN OF , during this AGREEMENT term or any approved extension thereof. The BUYER must allow TRULY NOLEN and its representatives prompt access to the structure(s) for any purpose contemplated by this AGREEMENT including, but not limited to re-inspection, whether the inspection was requested by the BUYER or considered necessary by TRULY NOLEN. The BUYER agrees not to file any action against TRULY NOLEN without allowing TRULY NOLEN to first enter and reinspect my building. The BUYER also agrees not to file any action against TRULY NOLEN unless the BUYER files it within one (1) year after my written claim is sent.

12. **ENTIRE AGREEMENT.** This AGREEMENT, including any attached Graphs and Specifications, Checklists and standardized state inspections forms, constitute the entire AGREEMENT between the parties, and may not be varied, altered or modified in any way except by written agreement between the parties and approved in writing by a TRULY NOLEN corporate officer. No verbal changes in the terms of the AGREEMENT or verbal approval of deviations from performance of this AGREEMENT shall be permitted.

13. **SUCCESSORS IN INTEREST.** TRULY NOLEN and BUYER acknowledge and agree that this AGREEMENT, and all provisions, terms and conditions contained herein, shall be binding upon and inure to the benefit of their marital communities, successors in interest, heirs, assigns, representatives, agents, insurers, devisees and/or transferees to the full extent allowed by law.

14. **THIRD PARTY BENEFICIARIES.** TRULY NOLEN and BUYER acknowledge and agree that there shall be no intended Third Party Beneficiaries to this AGREEMENT.