

LEDFORD'S TERMITE & PEST CONTROL, INC.
TERMITE PROTECTION WARRANTY

Purchaser _____

Property Address _____

City _____ State _____ Zip Code _____

Mailing Address _____

City _____ State _____ Zip Code _____

Description of Property and Structure(s) : _____

Account Number: _____

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT; S.C. CODE ANN. § 15-48-10, ET SEQ.

Ledford's Termite & Pest Control, Inc. ("Ledford's") will provide services necessary to protect the Structure(s) above-described from subterranean termite attack effective through _____ for the sum of \$ _____. This agreement includes all species of subterranean termites, including Formosan termites, from a ground infestation only. This agreement does not include treatment or coverage for aerial infestation, drywood termites, carpenter ants, beetles or any other wood destroying organisms.

Ledford's will extend the contract annually for the sum of \$ _____, payable within 60 days of the renewal date. Retreatment will be made when found necessary at the discretion of Ledford's.

Ledford's reserves the right to adjust the annual renewal fee, as necessary. This Agreement is not effective until this document is signed by Purchaser and returned to Ledford's along with full payment as set forth herein.

While this Agreement is in force, if new subterranean termite damage occurs to the Structure(s), Ledford's, upon notification and inspection, will arrange for repair to the new damage up to \$250,000. "New subterranean termite damage" is defined as damage to wooden members or cellulose material that occurs after Ledford's initial treatment has become effective and where live termites are found in the damaged visible areas. Damage discovered after the Agreement date with no verified live active infestation present shall be deemed to have existed before the Agreement date and thus specifically excluded.

DISCLAIMERS: This Agreement does not cover and Ledford's will not be responsible for damaged areas which existed at the time of this Agreement or damage in areas which were not accessible or visible during inspection, including but not limited to damaged areas noted on the graph done at time of initial inspection or treatment or brought to the attention of the Purchaser before or at the time of initial inspection or treatment, even if termites re-infest that same area, unless and until repairs are completed by the Purchaser and the repairs are inspected and accepted by Ledford's after notice by Purchaser.

Termites or termite damage found in wood with a moisture content of 28% or higher or in areas with fungi damage or mold will not be covered for any reason, whether or not the infestation is ground based. Purchaser understands that moisture in the structure above the ground can support a termite colony independently and without ground contact. Therefore, Purchaser agrees to promptly eliminate faulty plumbing; leaks or dampness due to drains; condensation or leaks from roof, eaves, windows, doors, cladding, air conditioning units or humidifiers; flooding; or other sources of water or moisture in the structure. Ledford's shall have no responsibility for treatment or repairs, even for damage by active termites, where any of the above-described conditions exist.

Ledford's will not be responsible for repairs if the following items are in contact with the ground: wood (including wooden pilings, deck supports or lattice), foam foundation insulation, synthetic stucco or similar materials.

Ledford's DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOSS OF QUIET ENJOYMENT, STIGMA OR LOSS OF VALUE DAMAGES.

CHEMICAL SENSITIVITY: Before any treatment is started or services performed, Purchaser shall inform Ledford's of any concerns or issues with known or suspected sensitivity by any person or animal to any and all chemicals which may or could be used in the treatment of the Structure(s). Ledford's will not be responsible for and disclaims any liability for any physical reactions to chemicals by persons or animals which were not disclosed to Ledford's prior to treatment.

ARBITRATION: Any claim, dispute or controversy between Ledford's and Purchaser arising out of or relating to any aspect of their relationship, including but not limited to any controversy or claim between them arising out of or relating to this Agreement, any wood destroying insect report with respect to the Structure(s), any services provided by Ledford's or otherwise to the Structure(s) in any way, whether by virtue of contract, tort or otherwise, whether entered into prior to, on, or subsequent to the date hereof, shall be fully and finally resolved by final and binding arbitration. Ledford's and Purchaser intend that this clause be as broad as possible and that any and all disputes between them be resolved by arbitration rather than litigation. Ledford's and Purchaser understand that this is a knowing waiver of their rights to a jury trial. Nothing in this Agreement shall be construed to be inconsistent with this clause, or to allow either party to litigate a dispute. The arbitration result shall be final and binding, and for purpose of enforcement may be entered as a judgment in any court which has jurisdiction over Ledford's and Purchaser. The arbitration shall take place in Charleston County, South Carolina. The arbitration shall take place before a single arbitrator, unless Ledford's and Purchaser agree differently. If Ledford's and Purchaser are unable to agree on an arbitrator, they shall move the Court of Common Pleas for Charleston County for the appointment of an arbitrator. The arbitration shall take place pursuant to the South Carolina Arbitration Act, S.C. Code Ann. § 15-48-10 et seq. The arbitrator shall give effect to any and all waivers, releases, disclaimers, limitations and other terms and conditions of this Agreement. Each party shall be responsible for paying any attorney's fees, expert witness fees, and other expenses it incurs on its behalf in connection with the arbitration, plus one half of the arbitrator's fees and expenses. Any dispute regarding the procedure of the arbitration shall be referred to the arbitrator, as well.

ENTIRE AGREEMENT: It is understood and agreed that any written waivers, dated graphs and this Agreement constitute the complete agreement between Ledford's and Purchaser and that no other representations, oral or otherwise, are binding upon Ledford's. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. THERE ARE NO AGREEMENTS OR WARRANTIES EXPRESSED OR IMPLIED EXCEPT THOSE STATED HEREIN. SPECIFICALLY, Ledford's MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is to be governed by and interpreted according to South Carolina law.

COOPERATION: The Purchaser warrants and agrees to provide full cooperation with Ledford's during the life of this Agreement and agrees to maintain the areas treated free from any factor that would contribute to infestation or interfere with the chemical barrier, such as foam insulation at the foundation, faulty grade, trash, lumber, or firewood under or against the Structure(s), direct wood to soil contact, insufficient ventilation, moisture, wood debris in crawl space, and wood rot. Purchaser also agrees to eliminate faulty plumbing, leaks, and dampness due to drains, condensation or leaks from the roof, cladding, doors, windows or otherwise into, onto or under said treatment area. Should these or other conditions exist which contribute to termite infestation, corrective measures should be taken by Purchaser. If corrective measures are not taken, Ledford's reserves the right to terminate this Agreement.

COVERED REPAIRS AND EXCLUSIONS: The repairs covered by this Agreement include replacement of damaged wood and repairs to sheet rock only. Ledford's will not be responsible for matching or replacing for any reason any existing surface such as carpet, vinyl, tile, stained or painted floors, cabinets, countertops, trim, siding, wallpaper, stone, brick or stucco. This Agreement does not include repairs, replacement or storage of furnishings or contents. Ledford's will not be responsible for repairs for any subterranean termite damage to areas with wood floors on top of concrete slabs.

ADDITIONS OR ALTERATIONS: This Agreement covers the Structure(s) described above and on the inspection graph as of the date of the initial treatment by Ledford's. In the event any Structure is modified, altered or added on to or soil is removed or added around the foundation, the Purchaser will notify Ledford's prior to such an event and will purchase additional treatment as determined by Ledford's to be necessary to protect the Structure. Failure to do so will render this Agreement automatically null and void without further notice. The failure of Ledford's to notice any such changes or disturbances during future inspection or treatments does not release Purchaser from the obligations set forth in this paragraph.

ASSIGNABILITY: This warranty is transferable only at the discretion of Ledford's and subject to any terms or conditions as Ledford's may deem reasonable or necessary. All transfers will require payment of, at minimum, a transfer fee of \$75 and are not effective until payment in full is received. Ledford's must be promptly notified of the names, address, phone numbers, and other information necessary for maintaining proper termite control service. Subsequent owners will be bound by the terms of this Agreement and Purchaser agrees to inform subsequent owners of the terms thereof. Such alterations include, but are not limited to, the installation of foam insulation.

NOTICE OF CLAIMS: In the event that the Structure(s) suffer damage which Purchaser believes is covered by this Agreement or if Purchaser becomes aware of evidence of active subterranean termite infestation, Purchaser must immediately notify Ledford's. If Purchaser fails to provide notice to Ledford's within 30 days of discovery of damage or infestation or if Purchaser undertakes repairs without prior notice to Ledford's, Ledford's reserves the right to terminate this Agreement and to disclaim all obligations thereunder. If Ledford's determines that the Structure(s) have sustained new subterranean termite damage which is covered by this Agreement, Ledford's shall have the right to supervise and control the repairs. Ledford's will not accept and will not be responsible for any repairs or repair bills that are undertaken without its prior written consent.

CANCELLATION: Either party reserves the right to terminate this Agreement as of any anniversary date, either by advance written notice or by failure of customer to pay the annual renewal fee and have property inspected within 60 days of renewal date. Further, Ledford's reserves the right to cancel the contract without any notice upon Purchaser's refusal to allow Ledford's access to the structure for the purpose of reinspecting or carrying out the terms and conditions of this Agreement or for any reason as stated herein.

Purchaser: _____ Date: _____

Ledford's Representative: _____ Date: _____