

Hello Capelouto... Goodbye Bugs!



TERMITE & PEST CONTROL, INC

700 Capital Circle, N.E. • Tallahassee, Florida 32301
Office: (850) 656-1166 • Fax: (850) 656-4933
www.capelouto.com

Date of Initial Treatment
Time
Service Professional
Charge
Tax
Total

Customer **Jefferson County Courthouse** Account # **106569**
 Service Address **1 Courthouse - Monticello, FL.** Zip **32344**
 Billing Address _____ Zip _____
 Phone **850-509-4154** Mobile Phone _____ Email **jstephens@jeffersonclerk.com**
 Residential Commercial Service Cycle: Monthly Bi-Monthly Quarterly Annual One-Time

General Pest Control Service Agreement

This includes service for the control of: Roaches, Ants*, Spiders, Silverfish, Earwigs, Crickets**, Centipedes, Millipedes, Scorpions, Wasps, Stored Product Pests, Yellow Jackets and Hornets. *Fire Ant control limited to 10 foot perimeter around buildings on property, where applicable. **Excluding Mole Crickets. Any additional service required to control the above pests will be made without charge during regular business hours.

Accept Auto Pay: (Monthly, Bi-Monthly, and Quarterly Service Frequency) **Decline**
 Initial Treatment Charge of \$ _____ and first month's service charge of \$ _____ are due at time of initial service totaling \$ _____.
 Customer agrees to provide credit/debit card information to Capelouto for payment of monthly service charge of \$ _____ beginning the month following the completed initial service.

Accept Invoice at Time of Service: (Monthly, Bi-Monthly, and Quarterly Service Frequency) **Decline**
 Initial Treatment Charge of \$ _____ and first full cycle service charge of \$ _____ are due at time of initial service totaling \$ _____.
 Customer will be invoiced \$ _____ each service cycle thereafter.

After the initial contract period, this contract may be cancelled by either party upon 30 days written notice. Capelouto reserves the right to cancel this service agreement without notice for sanitation deficiencies. Customer will be charged one full service cycle's rate for early cancellation during the initial contract period. All costs of collection for past due accounts will be the responsibility of the customer. **Charges above do not include applicable sales tax.**

OWNERSHIP TRANSFER FEE \$ _____

Premium Pest Control Service Agreement

Flea/Tick/Fire Ant/Exclusion/Bed Bug/Fabric Pest/ Other

Premium Service(s)
Accepted by Customer

Yes No
 Yes No
 Yes No
 Yes No

Protection Provided

Interior Exterior
 Interior Exterior
 Interior Exterior
 Interior Exterior

Rodent Exclusion
 & Trapping

Price*

\$1,429.00

Initial Duration

4.5

Guarantee

1 Year

Total Cost: \$1,429.00

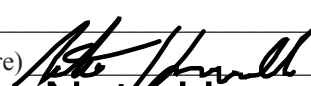
*plus applicable sales tax

Special Notes and Comments _____

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. TERMS ARE NET 30 DAYS TO AVOID LATE CHARGES.

Purchaser accepts and agrees to the Terms and Conditions on page 1-2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 18 and 19 of the Terms and Conditions on page 2 of this Agreement.

Proposal valid for 10 days

Purchaser (signature) _____ Date _____
 Purchaser (print name) _____ Date _____
 Capelouto Representative (signature)  Date **11/02/2022**
 Capelouto Representative (print name) **Nate Harrell** Phone **850-510-1394**

TERMS AND CONDITIONS

- 1. INITIAL TERM; RENEWAL.** The initial term of this Agreement for any annual option shall be a period of one (1) year beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.
- 2. PEST CONTROL SERVICE PLAN.** Capelouto shall control for and mitigate against infestations of General Pests, set forth on Page 1 of this Agreement, located in and around the structures on the Purchaser's premises through delivery of regular pest control service. For an additional charge, Capelouto shall control for and mitigate against infestations of Premium Pests, designated by Purchaser on Page 1 of this Agreement, located in and around the structures on the Purchaser's premises through delivery of pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND CAPELOUTO SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE PURCHASER FOR ANY SUCH DAMAGE.
 - a. INITIAL SERVICE VISIT; SUBSEQUENT SERVICE CYCLES.** On the Initial Service Visit, Capelouto will apply pesticides both to the interior of the structures and the exterior perimeter of the structures on the premises (the "INI Treatment"). Subsequent to the Initial Treatment, Capelouto may apply pesticides to both the interior and exterior perimeter of the Structures located on the premises each service cycle during the Initial Term and any Renewal Term. Capelouto may utilize other pest control methods, including the use of trapping devices, as determined by Capelouto in its sole discretion.
 - b. EXCLUDED PESTS.** Capelouto shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, drywood, dampwood), wood-boring beetles, bed bugs (Cimex /ectularius), mosquitoes or any other pests unless specified as a General Pest or Premium Pest, unless otherwise agreed to in writing by Capelouto.
 - c. INTERIM SERVICE VISITS.** Subject to the limitations in Section 7, Purchaser Cooperation, Capelouto shall, upon the request of Purchaser and at no additional costs to Purchaser, make a service visit to re-apply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of General Pests and/or Premium Pests which occur between the regularly scheduled service visits.
 - d. INITIAL CONTRACT** is for a period of one year and continues on its scheduled service cycle thereafter. Capelouto, at its sole discretion, may raise the original service cycle rate(s) after the initial agreement term has been fulfilled.
- 3. BED BUG SERVICE PLAN.***** All treatments will be performed and guaranteed as contracted from the date of the initial service. Capelouto is not responsible for any damage to customer's property or any other cost incurred by customer due to bed bug infestations. Capelouto is not responsible for any health effects resulting from bed bug bites or any other discomfort or distress as a result of bed bugs or bed bug infestation.

CUSTOMER PREPARATION

 - All rooms must be available for inspection. If this is a commercial property, adjacent rooms upstairs, downstairs, behind, and rooms next door must be available.
 - Customers must remove all linens (sheets, blankets, pillows, bed skirts, towels, ironing board covers, etc.) from the room(s) to eliminate hiding places and launder as appropriate.
 - The mattresses and box springs will be treated and removed from the room by Capelouto for disposal. If the infestation is not severe and the mattresses and box springs can be saved, we will treat the tufts of the mattress only and the underside of the box spring.
 - All items mounted to wall should be removed by customer to be treated by Capelouto: headboards, mounts, picture frames, mirrors, fire alarms, and light fixtures.
 - Carpet should be detached from the tack strips by customer along the edge of the entire room to allow for treatment in the gap between the wall and the foundation, as well as between the tack strips and the underside of the carpet. Carpet will be re-installed by customer.
 - Customer should be prepared for Capelouto to turn upside down any furniture that is able to be flipped over so the underneath surface can be treated. (Tables, chairs, night stands, bookcases, trash cans, television stands, etc.)
 - All drawers should be removed by the customer from dressers, desks, and nightstands to allow Capelouto to treat inside the furniture and on the tracks of the drawers.
 - During bedbug treatment process and during duration as specified by Capelouto, customers must not move items from room to room as necessary.

Note: Room(s) must be closed and vacant for at least 3 hours after completion of service
- 4. FLEA, TICK, FIRE ANT.***** All treatments will be performed and guaranteed as contracted from the date of the initial service. Exterior treatments will be performed in areas as contracted. Payment due upon execution of service agreement.

Interior Service Instructions

 - Vacuum floors, upholstered furniture, under furniture, and all crevices along baseboards before initial service. Dispose of bag or empty canister outside of dwelling.
 - Vacuum at least every other day for 3 days after initial service and dispose of bag or empty canister outside of dwelling.
 - All animals must be treated before service and removed from dwelling during service and for two hours after.
 - All animal bedding and linens should be washed in hot water, including bed sheets, bed skirts, drapes, tablecloths, small throw rugs, and mats after every treatment.
 - Aquariums should be moved out of the dwelling, or if too large, should be covered and aerators unplugged during service.
 - A/C must be turned off.
 - Items must be removed from storage closets and other areas as requested.
 - Access to all floors and baseboards is necessary, and everything should be off of the floor except furniture.
 - Adult must meet Service Professional at time of service.
 - Must be out of the house for two hours after completion of treatment.
 - If the Service Professional arrives for the service and the above items are not complete, the service will be rescheduled.

Exterior Service Instructions

 - Grass must be cut to a height of no more than four inches prior to treatment.
 - Excessive yard debris must be removed.
 - Equipment, toys, and other items must be removed from treatment area.
 - Edible plants and trees must be identified and marked.
 - Irrigation must be turned off 24 hours before and after treatment.
 - Adult must meet Service Professional at time of service.
 - All animals and people must be removed from the treatment area and remain off until the surface is dry.
 - If the Service Professional arrives for the service and the above items are not completed, the service will be rescheduled.
- 5. EXCLUSION***** Unless otherwise noted, all work is guaranteed for a period of one year. Rodent Proofing: customer acknowledges that additional exclusion needs may be discovered during the exclusion process. In the event that additional exclusion needs are discovered, Capelouto will propose additional services to customer as necessary.
- 6. ACCESS TO PROPERTY.** Purchaser must allow Capelouto access to the structures for any purpose contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Purchaser or considered necessary by Capelouto. The failure to allow Capelouto such access will terminate this Agreement without further notice.
- 7. PURCHASER COOPERATION.** Purchaser's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Capelouto to the Purchaser, and are not corrected by Purchaser, Capelouto cannot ensure effective Services. If Purchaser fails to correct the conditions noted by Capelouto 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 Purchaser as an extra charge.
- 8. 30-DAY MONEY-BACK GUARANTEE.** IF WITHIN THE THIRTY (30) DAY PERIOD IMMEDIATELY FOLLOWING ANY INSPECTION OR SERVICE TREATMENT PROVIDED BY CAPELOUTO UNDER THIS AGREEMENT PURCHASER IS NOT SATISFIED WITH THE SERVICES RENDERED, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND UPON PURCHASER'S WRITTEN REQUEST, CAPELOUTO SHALL REFUND TO PURCHASER ANY FEES PAID BY PURCHASER FOR SUCH INSPECTION OR SERVICE TREATMENT AND THIS AGREEMENT SHALL BE TERMINATED WITHOUT ANY FURTHER LIABILITY ON THE PART OF CAPELOUTO.
- 9. LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, CAPELOUTO 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 CAPELOUTO 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS AND/OR BED BUGS. THIS AGREEMENT DOES NOT GUARANTEE, AND CAPELOUTO DOES NOT REPRESENT, THAT PESTS AND/OR BED BUGS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.
- 10. WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises may destroy the effectiveness of treatment by Capelouto and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Capelouto shall have no responsibility for repairs with respect to water leakage.
- 11. OWNERSHIP TRANSFER.** Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Capelouto reserves the right to revise the service charges 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 service charges, this Agreement will terminate automatically as of the date of the change of ownership.
- 12. FORCE MAJEURE.** Capelouto shall not be liable to Purchaser for any failure to perform or delay in the performance 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.
- 13. ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Capelouto will not be responsible for, damage 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 Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.
- 14. CHANGE IN LAW.** Capelouto performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Capelouto reserves the right to revise the service charges or terminate this Agreement.
- 15. NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Capelouto has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
- 16. CHANGE IN TERMS.** At the time of any renewal of this Agreement, Capelouto may change this Agreement by adding, deleting or modifying any provision. Capelouto will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
- 17. SEVERABILITY.** 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.
- 18. MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or 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.
- 19. CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff 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.
- 20. GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 18 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.
- 21. ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement 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.

***Premium Pest Control Service Agreement Required