

Danville Branch  
2100 Kickapoo Dr  
Danville, IL 61832  
217-442-2404



Champaign Branch  
1100 W Bloomington Rd  
Champaign, IL 61821  
217-359-0037

## COMMERCIAL PEST CONTROL AGREEMENT

www.BigBugs.com

### Service Location Information:

Company: VERMILION COUNTY HWY DEPT - Mary Techow  
Address: 2732 BATESTOWN RD  
City: OAKWOOD  
State: IL Zip Code: 61858-6140  
Phone #: 217-431-6682  
Email Address: techow@comcast.net

### Billing Information:

Company: VERMILION COUNTY HWY DEPT - Mary Techow  
Address: 2732 BATESTOWN RD  
City: OAKWOOD  
State: IL Zip Code: 61858-6140  
Phone #: 217-431-6682  
Email Address: techow@comcast.net

This agreement provides for service to control for & mitigate against infestations of certain insects, spiders, & rodents. Terminix shall not be responsible for any injury, disease, or illness resulting from bites, infestation, or contamination or for the repair of any damage to the structures on the premises caused by such insects, spiders, & rodents.

Service Frequency:  Monthly  2 x Monthly  Every other Month  Weekly  Other: QUARTERLY

Scope of Service:  General Pest Control  Exterior Rodent Bait Stations  Drain Cleaning Service  Fly Light Service

Additional Service Information: SERVICE DOES NOT INCLUDE MICE

### Summary of Charges

Initial Service Charge: \$ 50.00  
Regular Service Visit Charge: \$ 50.00  
Annual Total: \$  
\*3% Annual Advance Payment Discount: \$  
\*You may recognize a 3% discount for pre-paying one year's service charges in advance.  
\*\*Auto Pay Amount: \$ Customer's Initials:

### Preferred Billing Methods

Collect at Regular Service  
 Auto Pay Account Set-Up (please see \*Below)  
 Enter P.O.# (if it is needed)  
 Mail Invoice  
 Email Invoice To: (please provide the preferred email address)  
@

### Premium Pests Covered:

Bed Bugs  Bees  Black Widow Spiders  Brown Recluse Spiders  Carpenter Ants  Crickets  Earwigs  
 Fleas  Flies  Moths  Silverfish  Wasps  Other: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

This agreement does not provide for termite prevention or control. However, we can offer those services with a supplemental plan.

This agreement is subject to the Terms & Conditions on the front & back, including the Mandatory Arbitration provision.

This agreement is for an initial period of 12 months from the date of the initial service & unless cancelled by the purchaser, will automatically continue at the service frequency defined above, until the agreement is cancelled by either party upon 30 days' notice.

This agreement is not valid unless accepted by the customer within 30 days from the submission date.

### Authorizations

Terminix Representative: \_\_\_\_\_ Date: 1-24-2017

Customer's Representative (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

Customer's Representative (Signature): *Mary Techow* Date: 1-24-2017

## TERMS & CONDITIONS

- 1) **Pest Control Service Plans:**
  - a. **Standard Pests:** Includes Roaches, Mice, Rats, Silverfish, Ants (excluding Carpenter), Centipedes, & Millipedes. These pests are all guaranteed under the terms of your commercial service agreement.
  - b. **Premium Pests:** Bed Bugs, Bees (including Carpenter), Black Widow Spiders, Brown Recluse Spiders, Carpenter Ants, Crickets, Earwigs, Fleas, Flies, Moths, Silverfish, Wasps, & any other pest labeled on the front page under the "Other" tab(s). Unless it is indicated on the front of the agreement, these pests are not included. If you have issues with any of these pests, we can still treat for them, at a mutually agreed upon additional charge.
  - c. **Excluded Pests:** Termites, Wood Boring Beetles, Mosquitoes, & any other pests not mentioned in 1-A or 1-B above. If you have issues with any of these pests, we can still treat for them, at a mutually agreed upon additional charge.
- 2) **Materials**
  - a. All materials used in pest control service will comply with federal, state, & local laws, as well as be acceptable to you.
  - b. All pest control service shall be performed in accordance with the most effective scientific procedures.
- 3) **Your Cooperation**
  - a. Your cooperation is important to ensure the most effective results from Terminix services. Whenever conditions conducive to breeding & harborage of pest are reported in writing by Terminix, & are not corrected by you, Terminix cannot assure satisfactory results from our service.
  - b. If the conditions noted by Terminix are not corrected as required, all guarantees in this agreement shall automatically terminate & be cancelled. Further, if uncorrected conducive conditions lead to a larger problem, the treatments could be at an additional cost which would be paid for by the customer.
- 4) **Insurance**
  - a. Terminix will furnish a Certificate of Insurance upon request.
- 5) **Terms of Agreement**
  - a. If Terminix fails to comply with the specifications, they shall be given 30 days' notice to correct the problem. If, at the expiration of such 30 days, the unsatisfactory conditions have not been corrected, you reserve the right to cancel the contract. In the event of persistent infestations, Terminix will provide special services at no extra cost until the conditions are under control.
  - b. Terminix is not responsible for insect or rodent damage to products, contents, or structures at the premises. This agreement does NOT provide for the control of termites, wood destroying organisms, or pest not specified.
- 6) **Notice of Claims**
  - a. Any claims under the terms of this agreement must be made immediately in writing to either Branch office listed on the front page.
- 7) **Disclaimer**
  - a. Terminix's liability under this agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel or materials, strikes, embargoes, fire, flood, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or any cause beyond the control of Terminix.
  - b. Except as otherwise prohibited by law, Terminix disclaims and shall not be responsible for any liability for direct, indirect, special, incidental, consequential, exemplary, punitive, stigma, or loss of enjoyment damages. The obligations of Terminix specifically stated in this agreement are given in lieu of any other obligation or responsibility, expressed or implied, including any representation of merchantability or fitness for a particular purpose.
- 8) **Change In Law**
  - a. Terminix performs its services in accordance with the requirements of the law. In the event of a change to existing laws as it pertains to the services promised herein, Terminix reserves the right to revise service scope, service charge, or cancel the agreement entirely.
- 9) **Non-Payment Default**
  - a. In the case of non-payment or default by the purchaser, Terminix has the right to restrict your service or terminate this agreement. Furthermore, reasonable attorney's fees & the costs of collection shall be paid by the purchaser.
- 10) **Entire Agreement**
  - a. This agreement constitutes the entire agreement between the parties & no other representations or statements will be binding upon the parties.
- 11) **Mandatory Arbitration**
  - a. 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 & forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, & 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 & shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of the clause or 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 the 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".
- 12) **Class Action Waiver**
  - a. 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 plaintiffs, 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 & TO BE PARTY TO A CLASS OF REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND & CHOOSE TO HAVE ANY CLAIM DECIDED INDIVIDUALLY THROUGH ARBITRATION.**
- 13) **Severability**
  - a. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms & conditions of this agreement shall remain in full force & effect.
- 14) **Guarantee of Customer Satisfaction**
  - a. We will answer your call any time, day or night. In the event of the call being placed after hours, or at other times when we are not readily available, voicemail shall be available. We will perform or schedule an appointment within 24 working hours after receiving your call. We will be on time. We will do the job right, the first time, or we will do it over. We will show you that we care by our professional appearance, professional manner, & the products / procedures that we use. We will perform all services at a mutually agreed schedule to avoid any interruption to your normal operations.
- 15) **Auto Pay Agreement**
  - a. In payment for services performed by Terminix, I (we) hereby authorize you to initiate debit entries to my specified account within 5 business days after my (our) account has been serviced, as indicated on the front of the Pest Control Agreement. I (we) acknowledge that the amount may increase subsequent to the Agreement's 2<sup>nd</sup> anniversary date & that any increase would be presented in writing & shall require customer acceptance by signing a new agreement which reflects the new rate. This authorization will remain in effect until I (we) notify you, in writing, to cancel it such time to afford the financial institution a reasonable opportunity to act upon that notification. I (we) understand that cancellation of this authorization does not cancel my (our) Pest Control Agreement, or my responsibilities there under.

# TERMINIX INSPECTION GRAPH

OWNER'S NAME Vermilion County, Hwy Dept OCCUPANT \_\_\_\_\_

TREATING ADDRESS 2732 Buteywin Rd CITY Danville STATE IL

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ INSPECTED BY Tom Walker

LINEAL FOOTAGE 652 BUILT PRE 1985?  YES  NO YEAR BUILT: \_\_\_\_\_

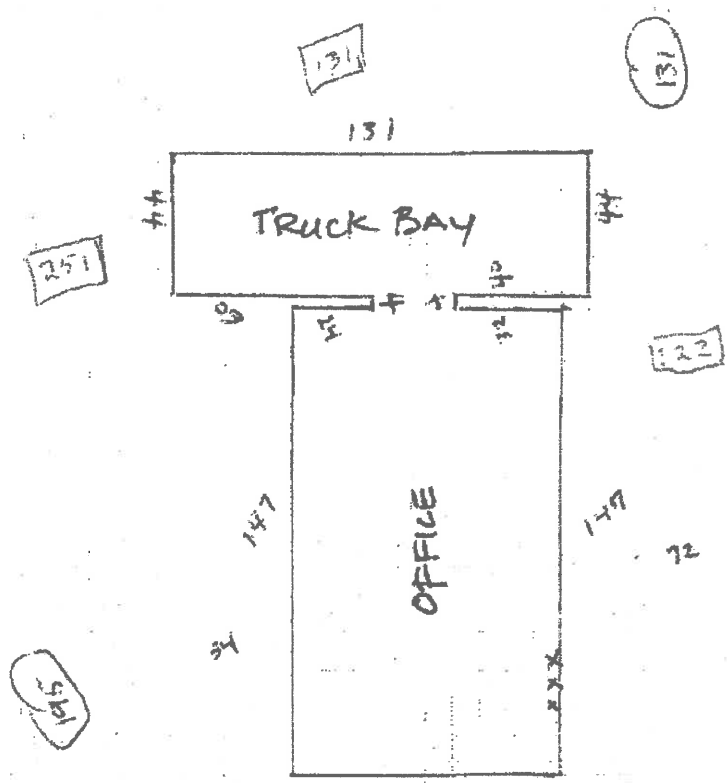
DEPTH TO FOOTER \_\_\_\_\_, Front= \_\_\_\_\_, Right= \_\_\_\_\_, Rear= \_\_\_\_\_, Left= \_\_\_\_\_

TERMINIX MANAGER ACCEPTANCE BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Roof Type:  
Siding:  
Primary Use:

INSPECTION NOTICE  
LOCATION POSTED: \_\_\_\_\_  
DATED: \_\_\_\_\_

TREATMENT NOTICE  
LOCATION POSTED: \_\_\_\_\_  
DATED: \_\_\_\_\_



SCALE:  1:1,  OTHER \_\_\_\_\_

CUSTOMER SIGNATURE ON REVISED COPY:  
Date: \_\_\_\_\_ By: \_\_\_\_\_

- |  |  |   |  |  |
|--|--|---|--|--|
| <input type="checkbox"/> PREVENTIVE TREATMENT OR CONTROL TREATMENT | KEY TO EVIDENCE OF:                            | <input checked="" type="checkbox"/> SUBTERRANEAN TERMITES = X | <input type="checkbox"/> POWDER-POST BEETLES = PPB | <input type="checkbox"/> CARPENTER ANTS = CA     |
|  |  | <input type="checkbox"/> DRYWOOD TERMITES = K                 | <input type="checkbox"/> WOOD BORING BEETLES = WB  | <input type="checkbox"/> CELLULOSE DEBRIS = CD   |
|  | <input type="checkbox"/> DAMPWOOD TERMITES = Z | <input type="checkbox"/> FUNGUS = F                           | <input type="checkbox"/> EXCESSIVE MOISTURE = EM   | <input type="checkbox"/> FAULTY GRADE = FG       |
|  | <input type="checkbox"/> EXISTING DAMAGE = X   | <input type="checkbox"/> WELL/CISTERN = W/C                   | <input type="checkbox"/> EARTH-WOOD CONTACTS = EC  | <input type="checkbox"/> INACCESSIBLE AREAS = IA |
|  | <input type="checkbox"/> FORMOSAN TERMITES = C | <input type="checkbox"/> POSSIBLE HIDDEN DAMAGE = PHD         |  |  |

TYPE OF CONSTRUCTION:  CONCRETE  BRICK  STUCCO  OTHER \_\_\_\_\_

# TERMINIX

## Termite Baiting System Protection Plan

DOWN PAYMENT	
Amount	Separate Number
RECEIVED AT COMPLETION	
Account	Deposit Number
Assigned Number	

**THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS AND AT THE "REPAIR EFFECTIVE DATE" STATED IN THIS PLAN.**

Purchaser <u>William County Hwy Department</u>	Telephone <u>217 431-6682</u>
Mailing Address _____ City _____ State _____ Zip Code _____	
Property Address <u>4732 Bradford Rd</u> City <u>Danville</u> State <u>IL</u> Zip Code <u>61832</u>	
Description of Structure(s) Covered <u>Commercial Building</u>	E-Mail Address: _____

Commencing with the date of initial installation and for one year thereafter, for the sum of \$ 3,590, Terminix will provide the necessary services to the described property (hereinafter, whether one or more, called "Structures") to control or protect against subterranean (ground) termites (*Reticulitermes* spp., *Heterotermes* spp.) and formosan termites (*Coptotermes* spp.) This plan does not control or protect against aerial (above ground) infestation of any kind, drywood termites (*Kalotermes* spp., *Ictidius* spp., *Cryptotermes* spp.) or other wood destroying organisms such as carpenter ants, powderpost beetles, wood decay fungi, etc.

### 1. SERVICE COMMITMENT

During the term of this Agreement, Terminix will:

- Install the Terminix Termite Baiting System
- Monitor the System
- Add termite bait to, and remove it from, the Terminix Termite Baiting System as appropriate.

Colony elimination or control is anticipated to occur within 6 to 24 months from commencement of the program, depending on geographical location, weather and/or other factors. During this period before colony elimination or control is achieved, new damage from subterranean termite infestation may occur. State regulations may require specific treatment standards be performed for liquid termite treatments. These standards will not be performed due to the fact that the Terminix Termite Baiting System is a conceptually different type of termite treatment. The termite bait used within the Terminix Termite Baiting System is registered for use in the state.

### 2. CONTINUING PROTECTION

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property for \$ 618 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

### 3. SERVICE COMMITMENT

During the term of this Plan, any further Terminix Termite Baiting System treatment found necessary by Terminix will be performed free of charge provided, however, if a fumigation or spot termiticide treatment is deemed by Terminix to be necessary to control an aerial (above ground) infestation, Purchaser shall first agree to make access to such aerial infestation and to pay the additional charge involved. Terminix will inspect the Structures annually or at any time upon the request of the Purchaser.

### 4. DAMAGE REPAIR COMMITMENT

This Plan provides protection against new subterranean termite damage to Structures and contents effective 180 days from the date of initial installation, such effective date hereinafter called the "Repair Effective Date." The Repair Effective Date does not denote colony elimination or control. If new damage occurs after the Repair Effective Date, Terminix will, upon notification, inspect and arrange for the necessary repairs or replacement by a contractor of its choice and pay the entire cost of labor and materials as specified herein. New damage is defined as damage done by subterranean termites subsequent to the Repair Effective Date; the definition excludes damage existing on or before the Repair Effective Date, whether or not live termites are present. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, townhouses and condominiums) are limited in the aggregate to \$300,000 during the life of this Plan.

### 5. PURCHASER UNDERSTANDING OF PERFORMANCE OF THE TERMINIX TERMITE BAITING SYSTEM

Purchaser understands:

- The Terminix Termite Baiting System involves installation, an initial period of monitoring, colony elimination or control with termite bait, and subsequent monitoring for continuous protection from new termite activity.
- Intervals of from two to several months should be expected between:
  - a) installation of the Terminix Termite Baiting System and sufficient termite activity to allow the addition of termite bait; and
  - b) addition of termite bait and complete elimination or control of the termite colony.

Therefore, total time from initial installation to colony elimination or control is expected to be between 6 to 24 months, depending upon geographical location, weather and/or other factors.

- 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 termite colony elimination or control.

In some circumstances the Terminix Termite Baiting System may not eliminate or control the termite colony. If after 24 months from commencement of the Terminix Termite Baiting System, 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 Purchaser may elect to continue with the Terminix Termite Baiting System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Terminix Termite Baiting System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods of treatment is offered by Terminix and elected by Purchaser, then Purchaser must first execute a new written agreement in the form then in use by Terminix. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new agreement may not provide any damage repair commitment.

### 6. MISCELLANEOUS

In the event of additions or alterations to the Structures, Purchaser must give prior notice and arrange with Terminix for additional service at expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge. Upon transfer of ownership of the identified property, service may be continued upon request of the new owner and upon payment of the contract transfer fee of \$ \_\_\_\_\_. In addition, Terminix reserves the right to revise the annual extension charge upon transfer of ownership. In the event the new owner fails to request continuation of this Plan or does not agree to pay the transfer fee or the revised annual extension charge, this Plan will terminate automatically as of the date of the change of ownership.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 6/23/04 ARE PART OF THIS PLAN.

Terminix has provided the Purchaser 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. The initial treatment will occur within 30 days of the date of the contract and will be completed as set forth herein.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTIX (1-800-835-5869).

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR EXPLANATION OF THIS RIGHT.

Purchaser <u>Robert Anderson</u>	Date <u>8/3/04</u>
Terminix Representative (print name) <u>Thomas Walker</u>	Terminix Representative (signature) <u>[Signature]</u>
Terminix Address <u>2100 Kickapoo Drive</u>	Telephone <u>442-2404</u>
City <u>Danville</u>	State <u>IL</u> Zip Code <u>61832</u>

