

TERMS AND CONDITIONS

1. This agreement does not guarantee against present or future damage to the building or contents, or provide repair or replacement thereof. This agreement does not provide for the control of wood fungii, termites, wood destroying beetles or any other pest not indicated herein.

2. All invoices are due within 10 days of service being rendered. The client agrees to pay all invoices as stipulated in this agreement and to assume attorney fees and court costs which may be necessary to collect fees due to the Company. A late finance charge will be added on delinquent bills of 1 1/2% per year.

3. J.P. McHale Pest Management, Inc. guarantee is for retreatment purposes only. Any claim for retreatment must be made during the agreement terms.

4. Any structural alterations which become necessary in the future in order to facilitate retreatment of infested areas are the responsibility of the purchasers.

5. Results of services rendered are strictly relative to and dependent upon cooperation given by the customer. As to sanitary conditions, maintenance, accessibility of building or premises and extent of preparation. The customer agrees to cooperate with J.P. McHale Pest Management, Inc. in whatever manner possible to facilitate treatment.

6. J.P. McHale reserves the right to alter this agreement if not accepted in 30 days.

7. This treatment may be canceled at any time by either party, in writing, 30 days prior to termination date.

PLEASE NOTE

If factors beyond our control (if you are away for an extended period, or you have designated certain areas that we should not treat) prevents us from rendering treatment to correct the condition, J.P. McHale Pest Management, Inc. cannot be held liable for failure to control pests. While we do obligate ourselves to provide services for the control of pests described, we do not assume responsible for their damage. The purchaser acknowledges, by his/her acceptance of this service agreement, that there are no expressed or implied terms, except as herein specifically stated. (This means that there are no other arrangements or conditions that apply to this agreement other than those stated above.)

NOTICE OF CANCELLATION

You may cancel this agreement without penalty or obligation within three business days from the date on which you authorized this agreement. If you cancel, any property traded in, any payments made by you, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. To cancel this transaction, mail or deliver a signed and dated written notice or send a telegram to the J.P. McHale Pest Management, Inc. service office indicated on the reverse side of this notice.

WAIVER OF CANCELLATION

Although you the buyer have the right to cancel this transaction within the first three days, there are times when this might be a disadvantage to you. You have the privilege of waiving your right to cancel during the aforementioned three day period if you are confronted with a bona fide personal emergency. To waive your right to cancel during the initial three day period, a simple hand written note which is signed and dated will suffice.

HERE IS AN EXAMPLE OF ONE SUCH WAIVER

"I expressly waive my right to cancel my authorization for a termite control treatment in order to avoid having to postpone the settlement of the sale of my house."

_____ Date

_____ Signature